

## **AGENDA**

### **STANISLAUS COUNTY REDEVELOPMENT AGENCY**

**1010 10TH STREET, BASEMENT LEVEL, MODESTO**

**August 28, 2007**

**9:15 A.M.**

**I. CALL TO ORDER**

**II. CONSENT CALENDAR (Those items marked with an \*)**

**III. APPROVAL OF MINUTES**

- \* A. Minutes of June 26, 2007.

**IV. PUBLIC HEARINGS**

- A. None.

**V. AGENDA ITEMS**

- \* A. Approval of an Agreement with Computer Tutor to Provide a Workforce Development Training Program to the Redevelopment Area with \$20,000 from the 2007-08 Budget and Authorize the Executive Director to Sign and Negotiate on Behalf of the Agency.
- B. Approval to Authorize the Expenditure of \$240,000 of Housing Set-aside Funds for the Purchase of Three (3) Single Family Residential Lots in the Airport Neighborhood.

**VI. PUBLIC FORUM**

**VII. ADJOURNMENT**

## MINUTES

### STANISLAUS COUNTY REDEVELOPMENT AGENCY

JUNE 26, 2007

The Stanislaus County Redevelopment Agency met in the Joint Chambers at 10th Street Place, Basement Level, 1010 10<sup>th</sup> Street, Modesto, California.

#### I. CALL TO ORDER

The meeting was called to order at 10:12 a.m.

Members present: William O'Brien, Jim DeMartini, Jeff Grover, Tom Mayfield and Dick Monteith.

Members absent: None

Staff present: Ron Freitas, Executive Director  
Ana Rocha, Associate Planner

#### II. CONSENT CALENDAR (\*)

Upon motion by Agency members Grover/Monteith, Agency unanimously approved the Consent Calendar.

#### III. APPROVAL OF MINUTES

\*A. Upon motion by Agency members Grover/Monteith, the Agency approved the minutes of May 15, 2007.

#### IV. CORRESPONDENCE

A. Acknowledged receipt of correspondence dated 6/14/07 from Nancy C. Miller, Miller, Owen & Trost regarding their new hourly rates for legal services.

#### V. PUBLIC HEARINGS

A. None.

#### VI. AGENDA ITEMS

\*A. Approved the Agreement with the Housing Authority of Stanislaus County to continue the Sewer Connection Program; authorized the allocation of \$290,000 from prior year Housing Set-Aside fund and \$50,000 from the FY 2007-08 Budget; and authorized the Executive Director to sign and negotiate on behalf of the Agency.

\*B. Approved the Agreement with the Housing Authority of Stanislaus County to continue the Major Home Repair Program; authorized the reallocation of the balance of \$44,500 of unexpended funds from the FY 2006-07 contract and \$50,000 from the FY 2007-08 Budget to continue the Minor Home Repair Program; and authorized the Executive Director to sign and negotiate on behalf of the Agency.

- \*C. Approved the Agreement with the Housing Authority of Stanislaus County to continue the Minor Home Repair Program; authorized the allocation of \$50,000 of Housing Set-Aside funds from FY 2007-08 Budget to continue the Minor Home Repair Program; and authorized the Executive Director to sign and negotiate on behalf of the Agency.
  
- D. Upon motion by Mayfield,/Grover the Agency approved the Memorandum of Understanding between the Keyes Community Services District and the Agency regarding the relocation of sanitary sewer and water lines as part of the Agency's Keyes Improvement Project; accepted \$879,200 from the Keyes Community Services District for the proposed additional work to the Keyes Storm Drain Project; and authorized the Executive Director to sign and negotiate on behalf of the Agency,

**VII. PUBLIC FORUM**

- A. No persons spoke.

**VIII. ADJOURNMENT**

The meeting adjourned at 10:15 a.m



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Ron E. Freitas  
Executive Director

SITTING AS THE REDEVELOPMENT AGENCY  
THE BOARD OF SUPERVISORS OF THE COUNTY OF STANISLAUS  
ACTION AGENDA SUMMARY

DEPT: Redevelopment Agency

BOARD AGENDA # 9:15 a.m. \*V-A

Urgent  Routine

AGENDA DATE August 28, 2007

CEO Concurs with Recommendation YES  NO   
(Information Attached)

4/5 Vote Required YES  NO

SUBJECT:

Approval of an Agreement with Computer Tutor to Provide a Workforce Development Training Program to the Redevelopment Area with \$20,000 from the 2007-08 Budget and Authorize the Executive Director to Sign and Negotiate on Behalf of the Agency.

STAFF RECOMMENDATIONS:

1. Approve the Agreement with Computer Tutor to Provide a Workforce Development Training Program to the Redevelopment Area with \$20,000 from the 2007-08 Budget; and
2. Authorize the Executive Director to sign and negotiate on behalf of the Agency.

FISCAL IMPACT:

There will be an impact of \$20,000 to the Economic Development program fund. This is a budgeted activity and there are funds available.

BOARD ACTION AS FOLLOWS:

No. 2007-682

On motion of Supervisor Grover, Seconded by Supervisor Mayfield

and approved by the following vote,

Ayes: Supervisors: Mayfield, Grover, Monteith, DeMartini, and Chairman O'Brien

Noes: Supervisors: None

Excused or Absent: Supervisors: None

Abstaining: Supervisor: None

1) X Approved as recommended

2) \_\_\_\_\_ Denied

3) \_\_\_\_\_ Approved as amended

4) \_\_\_\_\_ Other:

MOTION:



ATTEST: CHRISTINE FERRARO TALLMAN, Clerk

File No.

## **DISCUSSION:**

State Redevelopment law set forth under the California Community Redevelopment Law (Health and Safety Code 33030) allows a Redevelopment Agency to address blight within its boundary area. Deteriorating or blighted areas have serious adverse social, economic, and physical conditions which constitute a danger to the health, safety, and general welfare of the people of the community. These deficiencies include:

- Loss of jobs and business;
- Poverty and unemployment;
- Inadequate and/or ineffective social programs and services;

One of the goals of the Redevelopment Agency is to alleviate blight and improve the economic conditions within its area. Through the development of various partnerships the Agency facilitates and implements activities that alleviate economic blight. What an area has to offer in terms of labor, land, consumers, suppliers, transportation and environment plays a major role in business location decisions. If deterioration is not stopped and turned around, the community could be chosen less often as the site for new and continued business developments. A thriving community is a definite positive advantage; a decaying one can be a major deterrent to a new investment. This may result in lost opportunities for new investment.

The Agency released a Statement of Qualifications (SOQ) for Community Outreach and Workforce Development proposals in July 2007. The main goal of the SOQ was to solicit proposals that would assist on the creation/retention of jobs and/or a training program that can lead participants to a sustainable living wage job. Redevelopment and CDBG Economic Development funds can be used for the creation of training programs that target low-income individuals and targeted blighted areas in the community. Three proposals were submitted and reviewed by staff. The three proposals were evaluated and scored according to the Community Development Block Program criteria. The proposals were also reviewed to assure Redevelopment law and federal funding regulation compliance. Staff recommends that the Agency fund the proposal from Computer Tutor for the Targeted Technology Training (T3) Program \$20,000.

A qualified workforce with computer skills is no longer an option, it is vital. Targeted Technology Training (T3) is based on the notion that while computers have become prevalent for many years, gaps in computer experience and training still exist for some. To address this deficiency, a series of computer classes was developed and is offered to adults in the county, at no cost. For the 2007-08 fiscal year, Computer Tutor Business and Technical Institute will provide 200 4-hour classes at multiple locations throughout the County with a concentration the Redevelopment area through a 16-unit mobile lab.

This program will be delivered to numerous areas throughout the County, with a specific site identified for each area. An instructor will go out to each scheduled site and teach a 4- hour course. The instructor will bring the 16-unit mobile lab and wireless internet connectivity to sites that cannot provide their own equipment. Please see Attachment A for a list of all locations where classes are being offered.

The classes range from learning basic computer terminology and trouble-shooting to Internet basics and word processing for beginners. Intermediate-level classes in spreadsheets, databases and web-design are helpful to those preparing for more challenging work assignments. Registration will be on a first come first serve basis. Qualified instructors and professionally developed curriculum are at the core of each class. Community centers and schools that have the necessary infrastructure and may be underutilized during certain hours will be utilized.

All program participants are required to complete a pre and post test survey and the standard Community Development Block Grant public service income verification form. The data from the survey is input into a database and used to create quarterly reports to track program progress. These reports are analyzed in an effort to track the training needs of the community and adjust the program accordingly.

Community residents will be made aware of this program through multiple marketing efforts. Program fliers will be sent out to senior centers, churches, non-profits, community centers and K-12 schools. By partnering with other organizations located in the targeted areas Computer Tutor will utilize the contact they have with residents within these regions of the County, in addition to the typical marketing strategy of newspaper advertising.

Since 2002, the Targeted Technology Training program has provided three training cycles and is currently midway through its fourth. To date, 460 classes have been taught, equaling 22,704 hours of free Training, reaching a total of 5,676 county residents. The \$20,000 would allow for the program to significantly increase the number of classes offered and thus the number of county residents who benefit would also increase substantially.

**STAFF RECOMMENDATION:**

Funds have been allocated from the 2007-08 Budget for Economic Development blight elimination activities. Staff recommends contracting with Computer Tutor with the amount of \$20,000 for eligible workforce training programs in the redevelopment area. These funds will be used to match an additional \$20,000 from the County's Community Development Block Grant program to fund the T3 program for the 2007-08 fiscal year.

**POLICY ISSUES:**

The Stanislaus County Redevelopment Agency Implementation Plan and the County's Consolidated Plan identifies Economic Development as an important goal. The County's goals that are addressed are the following: effective partnerships and efficient delivery of public services.

**STAFFING IMPACT:**

None.

**ATTACHMENTS:**

- A. T3 Scheduled Training Locations 2007-08
- B. Contract for Services

## Attachment A

<b><u>Area</u></b>	<b><u>Location</u></b>	<b><u>Address</u></b>
El Concilio	El Concilio Community Center	1314 H Street, Modesto
Waterford	Waterford High School	121 S. Reinway Avenue, Waterford
Newman	Orestimba High School	707 Hardin Road, Newman
Housing Authority	Housing Authority	1701 Robertson Road, Modesto
West Modesto	King Kennedy Community Center	601 North Martin Luther King Drive, Modesto
South Modesto	Red Shield Community Center	1649 Las Vegas Street, Modesto
Salida	Salida Library	4835 Sisk Road, Salida
Empire	Sheriff Substation	18 South Abbie Avenue, Empire
Ceres	Family resource Center	2321 E. Whitmore Avenue, Ceres
Grayson	United Community Center	Laird Street, Grayson
Airport Neighborhood	Airport Neighbors United Community Center	205 South Santa Cruz Avenue, Modesto
Hughson	Family Resource	2413 Third Street, Hughson
Turlock	Pitman High School	2525 Christoffersen Parkway, Turlock
Modesto/Salida	Computer Tutor	4306 Sisk Road, Salida
Riverbank	Riverbank Community Center	3600 Santa Fe Street, Riverbank
Mobile Lab	Varies	

**COUNTY OF STANISLAUS  
STANDARD AGREEMENT**

\_\_\_\_\_  
Agreement Number

1. This Agreement is entered into between the Stanislaus Redevelopment Agency and the following named Contractor Computer Tutor Business and Technical Institute  
*(If other than an individual, state whether a corporation, partnership, etc.): Corporation*
2. The term of this Agreement is: One year: August 31, 2007 until June 30, 2008
3. The maximum amount of payment based on \_\_\_ lump sum, or X time and materials is: \$20,000.00 (RDA)
4. The parties agree to comply with the terms and conditions of the following exhibits, which by this reference, are made a part of the Agreement:
- (a) Exhibit A -- Standard Contract Conditions (LF 4.01)
  - (b) Exhibit B -- Statement of Qualifications/Scope of Work
  - (c) ~~Exhibit C -- Special Conditions~~
  - (d) ~~Other (e.g. Contractor's Proposal)~~

IN WITNESS WHEREOF, the parties have executed this Agreement on \_\_\_\_\_

(Date)

**CONTRACTOR**

Contractor's Name \_\_\_\_\_  
Computer Tutor Business and Technical Institute

By (Authorized Signature) \_\_\_\_\_  


Printed Name and Title of Person Signing  
George Rawe, Director

Mailing Address \_\_\_\_\_ Taxpayer Identification/Social Security No. \_\_\_\_\_  
4306 Sisk Road \_\_\_\_\_  
Modesto, CA 95356 \_\_\_\_\_ 77-0499167

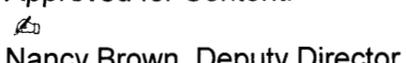
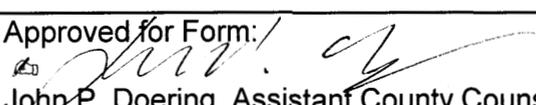
**COUNTY OF STANISLAUS**

Department Name  
Stanislaus Redevelopment Agency

By (Authorized Signature) \_\_\_\_\_  


Printed Name and Title of Person Signing  
Ron E. Freitas, Director of Planning and Community Development

Mailing Address \_\_\_\_\_  
1010 10<sup>th</sup> Street, Suite 3400, Modesto, CA 95354

Approved for Content: \_\_\_\_\_ Approved for Form: \_\_\_\_\_  
 

Nancy Brown, Deputy Director John P. Doering, Assistant County Counsel

**EXHIBIT A**  
**STANDARD CONTRACT CONDITIONS**  
**(Long Form 4/5/01)**

1. Description of Work.

1.1 Work To Be Performed. The Contractor shall provide work or services as described in the Scope of Work and, if the Contractor has submitted a work proposal, the Contractor shall provide work or services in accordance with that proposal, which shall be attached to and, by this reference, made a part of the Agreement. In the event that any provision or description of work in the Contractor's proposal conflicts or is inconsistent with any similar provision or description of work described in the Scope of Work, the Scope of Work shall prevail, control or otherwise have precedence.

1.2 Contract Manager. Each party shall designate in writing a contract manager who shall be the day-to-day representative for administration of this agreement, and, except as otherwise specifically provided, shall have full authority to act on behalf of the respective party with respect to this Agreement. The County Department Head, or designee, or the Board of Supervisors, may also perform any and all acts which could be performed by the contract manager under this Agreement.

1.3 Work Schedule. A work schedule for the hours and times for completion of said services and work shall be prepared and implemented by the Contractor; provided, however, that such schedule is subject to review by and concurrence of the County.

1.4 Work Product. All documents, drawings and written work product prepared or produced by the Contractor under this Agreement, including without limitation electronic data files, are the property of the Contractor; provided, however, the County shall have the right to reproduce, publish and use all such work, or any part thereof, in any manner and for any purposes whatsoever and to authorize others to do so. If any such work is copyrightable, the Contractor may copyright the same, except that, as to any work which is copyrighted by the Contractor, the County reserves a royalty-free, non-exclusive, and irrevocable license to reproduce, publish, and use such work, or any part thereof, and to authorize others to do so.

1.5 Compliance with Laws. Services and work provided by the Contractor will be performed in a timely manner in compliance with the requirements and standards established by applicable federal, state and County laws, ordinances, regulations and resolutions.

2. Compensation.

2.1 Lump Sum Payment. If the signature page of the Agreement indicates lump sum payment, then the Contractor shall be compensated for work performed or services provided under the Agreement on a lump sum basis for each task as described in the Scope of Work, or in any proposal submitted by the Contractor, that is attached to and made part of the Agreement, by making periodic or progress payments upon completion of each task or item of work. The County shall retain ten (10) percent of all periodic or progress payments made to the Contractor until completion and acceptance of all work tasks and payment of all subcontractors retained, hired or used by the Contractor

2.2 Time & Materials Payment. If the signature page of the Agreement indicates time and materials payment, then Contractor compensation shall be based on the hours worked by the Contractor and/or the Contractor's employees or subcontractors, multiplied by the applicable rate set forth in the Contractor's current, dated schedule of rates attached hereto and, by this reference, made a part hereof; provided, however, the Consultant will provide the County 30-days notice before any change in the rate schedule takes effect.

2.3 Expenses. In addition to the aforementioned fees, Contractor will be reimbursed for the following expenses, plus any expenses agreed to in writing by the parties, that are reasonable, necessary and actually incurred by the Contractor in connection with providing or performing the work or services under the Agreement.

- (a) Any filing fees, permit fees, or other fees paid or advanced by the Contractor.
- (b) Expenses, fees or charges for printing, reproduction or binding of documents at actual costs.
- (c) The cost of any subcontractors, consultants, experts or investigators retained by the Contractor, provided the County has agreed in writing to reimburse the Contractor for such costs.
- (d) Travel costs, including transportation, lodging and meals, provided the County has agreed in writing to reimburse the Contractor for such costs. Any reimbursement for travel costs shall be subject to and not exceed those amounts paid to the County's employees under the current Stanislaus County Travel Policy.

2.4 Invoices. The Contractor shall provide the County with a monthly or a quarterly statement, as services warrant, of fees earned and costs incurred for services provided during the billing period, which the County shall pay in full within 30 days of the date each invoice is approved by the County. The statement will generally describe the services performed, the applicable rate or rates, the basis for the calculation of fees, and a reasonable itemization of costs. All invoices for services provided shall be forwarded in the same manner and to the same person and address that is provided for service of notices herein.

2.5 Maximum Amount of Contract. The parties hereto acknowledge the maximum amount to be paid by the County for services provided and expenses shall not exceed the amount set forth in Paragraph 3 of the signature page of the Agreement, including, without limitation, the cost of any subcontractors, consultants, experts or investigators retained by the Contractor in the performance of work or services under the Agreement.

2.6 Other Compensation. Contractor shall not be entitled to nor receive compensation in the form of overtime, health insurance benefits, retirement benefits, disability retirement benefits, sick leave, vacation time, paid holidays or other paid leaves of absence of any type or kind whatsoever.

2.7 Taxes. County will not withhold any Federal or State income taxes or Social Security tax from any payments to Contractor. The Contractor, not the County, has the sole responsibility to promptly pay all taxes and other assessments levied on any payments made to the Contractor.

2.8 Payment to Subcontractors and Suppliers. Pursuant to Penal Code section 484b and to Business and Professions Code section 7108.5, the Contractor must apply all funds and progress payments received by the Contractor from the County for payment of services, labor, materials or equipment to pay for such services, labor, materials or equipment. Pursuant to Civil Code section 1479, the Contractor shall direct or otherwise manifest the Contractor's intention and desire that payments made by the Contractor to subcontractors, suppliers and materialmen shall be applied to retire and extinguish the debts or obligations resulting from the performance of this Agreement.

3. Termination. Either party may terminate this agreement upon 30 days prior written notice to the other party. Termination shall not affect the County's obligation to pay for all fees earned and reasonable costs necessarily incurred by the Contractor, subject to any applicable setoffs. This Agreement shall terminate automatically on the occurrence of (a) bankruptcy or insolvency of either party, (b) sale of Contractor's business, (c) cancellation of insurance required under the terms of this Agreement, and (d) if, for any reason, Contractor ceases to be licensed or otherwise authorized to do business in the State of California, and the Contractor fails to remedy such defect or defects within thirty (30) days of receipt of notice of such defect or defects.

4. Licenses, Certificates and Permits. Any licenses, certificates or permits required by the federal, state, county or municipal governments for Contractor to provide the services and work under the Agreement must be procured and maintained in full force and effect during the term of the Agreement at the Contractor's sole cost and expense.

5. Office Space, Supplies, Equipment, Etc. Unless otherwise provided in another exhibit to the Agreement, the Contractor shall provide at its sole cost and expense, all office space, supplies, equipment, vehicles, reference and other written materials, and telephone service as is necessary for Contractor to provide the services under the Agreement.

6. Insurance.

6.1 Required Insurance. Contractor shall take out, and maintain during the life of this Agreement, insurance policies with coverage at least as broad as follows:

(a) General Liability. Comprehensive general liability insurance covering bodily injury, personal injury, property damage, products and completed operations with limits of no less than One Million Dollars (\$1,000,000) per incident or occurrence. If Commercial General Liability Insurance or other form with a general aggregate limit is used, either the general aggregate limit shall apply separately to any act or omission by Contractor under this Agreement or the general aggregate limit shall be twice the required occurrence limit.

(b) Automobile Liability Insurance. If the Contractor or the Contractor's officers, employees, agents, representatives or subcontractors utilize a motor vehicle in performing any of the work or services under this Agreement, owned/non-owned automobile liability insurance providing combined single limits covering bodily injury, property damage and transportation related pollution liability with limits of no less than One Million Dollars (\$1,000,000) per incident or occurrence.

(c) Workers' Compensation Insurance. Workers' Compensation insurance as required by the California Labor Code. In signing this contract, the Contractor certifies under section 1861 of the Labor Code that the Contractor is aware of the provisions of section 3700 of the Labor Code which requires every employer to be insured against liability for workmen's compensation or to undertake self-insurance in accordance with the provisions of that code, and that the Contractor will comply with such provisions before commencing the performance of the work of this Agreement.

(d) Professional Liability Insurance. If professional services are provided under this Agreement, then Contractor shall also maintain professional errors and omissions (malpractice) liability insurance with limits of no less than One Million Dollars (\$1,000,000) aggregate. Such professional liability insurance shall be continued for a period of no less than one year following completion of the Consultant's work under this Agreement.

6.2 Deductibles. Any deductibles, self-insured retentions or named insureds must be declared in writing and approved by County. At the option of the County, either: (a) the insurer shall reduce or eliminate such deductibles, self-insured retentions or named insureds, or (b) the Contractor shall provide a bond, cash, letter of credit, guaranty or other security satisfactory to the County guaranteeing payment of the self-insured retention or deductible and payment of any and all costs, losses, related investigations, claim administration and defense expenses. The County, in its sole discretion, may waive the requirement to reduce or eliminate deductibles or self-insured retentions, in which case, the Contractor agrees that it will be responsible for and pay any self-insured retention or deductible and will pay any and all costs, losses, related investigations, claim administration and defense expenses related to or arising out of the Contractor's defense and indemnification obligations as set forth in this Agreement.

6.3 Additional Insured. The Contractor shall provide a specific endorsement to all required insurance policies, except Workers' Compensation insurance and Professional Liability insurance, if any, naming the County

and its officers, officials and employees as additional insureds regarding: (a) liability arising from or in connection with the performance or omission to perform any term or condition of this Agreement by or on behalf of the Contractor, including the insured's general supervision of the Contractor; (b) services, products and completed operations of the Contractor; (c) premises owned, occupied or used by the Contractor; and (d) automobiles owned, leased, hired or borrowed by the Contractor. The Workers' Compensation insurance carrier shall agree to waive all rights of subrogation against the County and its officers, officials and employees for losses arising from the performance of or the omission to perform any term or condition of this Agreement by the Contractor.

6.4 Primary & Separate Coverage. The Contractor's insurance shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the limits of the insurer's liability. The Contractor's insurance coverage shall be primary insurance regarding the County and County's officers, officials and employees. Any insurance or self-insurance maintained by the County or County's officers, officials and employees shall be excess of the Contractor's insurance and shall not contribute with Contractor's insurance.

6.5 Reporting. Any failure to comply with reporting provisions of the policies shall not affect coverage provided to the County or its officers, officials, employees or volunteers.

6.6 Notice of Cancellation. Each insurance policy required by this section shall be endorsed to state that coverage shall not be suspended, voided, canceled by either party except after thirty (30) days' prior written notice has been given to County. The Contractor shall promptly notify, or cause the insurance carrier to promptly notify, the County of any change in the insurance policy or policies required under this Agreement, including, without limitation, any reduction in coverage or in limits of the required policy or policies.

6.7 Rating. Insurance shall be placed with California admitted insurers (licensed to do business in California) with a current rating by Best's Key Rating Guide acceptable to the County; provided, however, that if no California admitted insurance company provides the required insurance, it is acceptable to provide the required insurance through a United States domiciled carrier that meets the required Best's rating and that is listed on the current List of Eligible Surplus Line Insurers maintained by the California Department of Insurance. A Best's rating of at least A-:VII shall be acceptable to the County; lesser ratings must be approved in writing by the County.

6.8 Subcontractors. Contractor shall require all its subcontractors to comply with the insurance and indemnity requirements stated herein, or shall include subcontractors as additional insureds under its insurance policies.

6.9 Proof of Insurance. At least ten (10) days prior to the date the Contractor begins performance of its obligations under this Agreement, Contractor shall furnish County with certificates of insurance and with original endorsements establishing coverage required by this Agreement, including, without limitation, those effecting coverage for subcontractors of the Contractor. The certificates and endorsements for each insurance policy are to be signed by a person authorized by that insurer to bind coverage on its behalf. All certificates and endorsements shall be received and, in County's sole and absolute discretion, approved by County. County reserves the right to require complete copies of all required insurance policies and endorsements, at any time.

6.10 Insurance Limits. The limits of insurance described herein shall not limit the liability of the Contractor and Contractor's officers, employees, agents, representatives or subcontractors. Contractor's obligation to defend, indemnify and hold the County and its agents, officers and employees harmless under the provisions of this paragraph is not limited to or restricted by any requirement in this Agreement for Contractor to procure and maintain a policy of insurance.

7. Defense and Indemnification. To the fullest extent permitted by law, Contractor shall indemnify, hold harmless and defend the County and its agents, officers and employees from and against all claims, damages, losses, judgments, liabilities, expenses and other costs, including litigation costs and attorneys' fees, arising out of, resulting from, or in connection with the performance of this Agreement by the Contractor or Contractor's

officers, employees, agents, representatives or subcontractors and resulting in or attributable to personal injury, death, or damage or destruction to tangible or intangible property, including the loss of use. The Consultant's obligation to indemnify the County for any judgment, decree or arbitration award shall extend only to the percentage of negligence or responsibility of the Contractor in contributing to such damage or loss.

8. Status of Contractor. All acts of Contractor and its officers, employees, agents, representatives, subcontractors relating to the performance of the Agreement, shall be performed as independent contractors and not as agents, officers or employees of County. Except as otherwise expressly provided in the Agreement, Contractor has no authority to bind or incur any obligation on behalf of County or to exercise any rights or power vested in the County. No agent, officer or employee of the County is to be considered an employee of Contractor. It is understood by both Contractor and County that this Agreement shall not be construed or considered under any circumstances to create an employer-employee relationship or a joint venture.

9. Records and Audit. Contractor shall maintain and keep all writings, documents and records prepared or compiled in connection with the performance of this Agreement for a minimum of four (4) years after the termination or completion of this Agreement. Any authorized representative of County shall have access to any such records writings as defined above for the purposes of making audit, evaluation, examination, excerpts and transcripts during the period such records are to be maintained by Contractor.

10. Nondiscrimination. During the performance of this Agreement, Contractor and its officers, employees, agents, representatives or subcontractors shall not unlawfully discriminate in violation of any federal, state or local law, rule or regulation against any employee, applicant for employment or person receiving services under this Agreement because of race, religion, color, national origin, ancestry, physical or mental handicap, medical condition (including genetic characteristics), marital status, age, political affiliation or sex. Contractor and its subcontractors shall comply with all applicable Federal, State and local laws and regulations related to non-discrimination and equal opportunity, including without limitation the County's nondiscrimination policy; the Fair Employment and Housing Act (Government Code, § 12900 et seq.); California Labor Code sections 1101, 1102 and 1102.1; the Federal Civil Rights Act of 1964 (P.L. 88-352), as amended; and all applicable regulations promulgated in the California Code of Regulations or the Code of Federal Regulations.

11. Assignment. County has relied upon the skills, knowledge, experience and training of Contractor and the Contractor's firm, associates and employees as an inducement to enter into this Agreement. Contractor shall not assign or subcontract this Agreement without the express written consent of County. Further, Contractor shall not assign any monies due or to become due under this Agreement without the prior written consent of County.

12. Amendment and Modification. The Agreement may be amended by the mutual written consent of the parties; provided, however, the County may, at any time, without notice to any sureties, by written order designated or indicated to be a "contract modification," make any change in the work to be performed under this Agreement so long as the modified work is within the general scope of work called for by this Agreement, including but not limited to changes in the specifications or in the method, manner or time of performance of work. If the Contractor intends to dispute the change, the Contractor must, within ten (10) days after receipt of a written "contract modification," submit to the County a written statement setting forth the disagreement with the change.

13. Disputes. Any dispute arising under or relating to the terms of the Agreement, or related to performance under the Agreement, shall be decided in writing by the County contract manager. The Contractor shall be furnished a copy of the written decision and the decision shall be final and conclusive unless, within fifteen (15) calendar days from the date of receipt of such copy, the Contractor mails or delivers a written appeal to the Director of the County Department. The decision of the Director, or designee, shall be final and conclusive unless determined by a court of competent jurisdiction to have been fraudulent, capricious, arbitrary or so grossly erroneous as necessarily to imply bad faith, or not supported by any substantial evidence. Pending final decision on any dispute, the Contractor shall proceed diligently with the performance of work as directed by the contract manager unless the Contractor has received a notice of termination.

14. Waiver of Default. Waiver of any default by either party to this Agreement shall not be deemed to be waiver of any subsequent default. Waiver or breach of any provision of this Agreement shall not be deemed to be a waiver of any other or subsequent breach, and shall not be construed to be a modification of the terms of this Agreement unless this Agreement is modified as provided below.

15. Notice. Any notice or communication regarding Agreement that a party is required or may desire to make shall be in writing and may be personally served or sent by prepaid first class mail to the respective parties at the address set forth on the signature page of this Agreement. Notice is deemed received upon deposit in the mail.

16. Conflicts. Contractor agrees that it has no interest and shall not acquire any interest direct or indirect which would conflict in any manner or degree with the performance of the work and services under this Agreement.

17. Entire Agreement. The Agreement supersedes any and all other agreements, either oral or in writing, between any of the parties and contains all the agreements between the parties with respect to the subject matter of the Agreement. No other agreement, statement or promise not contained in this Agreement shall be valid or binding.

18. Advice of Attorney. Each party warrants and represents that in executing this Agreement, it has received independent legal advice from its attorneys or the opportunity to seek such advice.

19. Construction. Headings or captions to the provisions of this Agreement are solely for the convenience of the parties, are not part of this Agreement, and shall not be used to interpret or determine the validity of this Agreement. Any ambiguity in this Agreement shall not be construed against the drafter, but rather the terms and provisions hereof shall be given a reasonable interpretation as if both parties had in fact drafted this Agreement.

20. Governing Law and Venue. This Agreement shall be deemed to be made under, and shall be governed by and construed in accordance with, the laws of the State of California. Any action brought to enforce the terms or provisions of this Agreement shall have venue in the County of Stanislaus, State of California.

END OF STANDARD CONDITIONS (LONG FORM)



**GSA PURCHASING AGENT**  
1010 Tenth Street, Suite 5400, Modesto, CA 95354  
PO Box 3229, Modesto, CA 95353-3229  
Phone: (209) 525-6319  
Fax: (209) 525-7787

# STATEMENT OF QUALIFICATIONS

SOQ NO. 07-32-TRS

## STATEMENT OF QUALIFICATIONS FOR: Community Outreach and Workforce Development

QUALIFICATIONS MUST BE RECEIVED PRIOR TO 2:30 P.M.

July 25, 2007

DELIVER TO: STANISLAUS COUNTY PURCHASING DIVISION  
1010 TENTH STREET, SUITE 5400, MODESTO, CA 95354

NAME AND ADDRESS OF VENDOR SUBMITTING STATEMENT OF QUALIFICATIONS:	
VENDOR NAME	ADDRESS
COMPUTER TUTOR BUSINESS AND TECHNICAL INSTITUTE	4306 SISK ROAD
PHONE: 209-545-5200	MODESTO, CA 95356
FAX: 209-545-3995	

## REQUIRED DOCUMENTATION (EXHIBITS) CHECKLIST

All of the following exhibits must be included and labeled (non-applicable items must be labeled on checklist) or the application will be disqualified and returned to the applicant:

- |           |            |   |
|-----------|------------|---|
| Exhibit A | <u>✓</u>   | One page executive summary of your proposal   |
| Exhibit B | <u>N/A</u> | Copy of Articles of Incorporation as a nonprofit corporation from the California Secretary of State.  |
| Exhibit C | <u>N/A</u> | Copy of By-laws as registered with the California Secretary of State.   |
| Exhibit D | <u>N/A</u> | Copy of letter from the California Franchise Tax Board determining tax-exempt status under Section 23701d, Revenue and Taxation Code.   |
| Exhibit E | <u>N/A</u> | Copy of letter from Internal Revenue Service determining the organization's tax-exempt status under Section 501(c)(3) of the Internal Revenue Code.   |
| Exhibit F | <u>✓</u>   | Copy of the most recent certified audit and/or financial statement.   |
| Exhibit G | <u>✓</u>   | <u>Evidence of Site Control</u> - Please attach documentation regarding the status of or evidence of site control.  |
| Exhibit H | <u>✓</u>   | Copy of proposed detailed budget.   |
| Exhibit I | <u>✓</u>   | Copy of job descriptions and resumes of the individuals that will be involved with the implementation of the program.   |
| Exhibit J | <u>✓</u>   | Copy of names, addresses, phone numbers and title of current members of the Board of Directors and Officers of the governing body of the agency.  |
| Exhibit K | <u>✓</u>   | Three (3) Letters of Recommendation/Support from partnering agencies, non-profits, service providers, or public/private agencies.   |
| Exhibit L | <u>N/A</u> | Copy of the organization's Board of Directors minutes authorizing the action to submit an application for funds, for the Workforce and Economic Development Program.                              |
| Exhibit M | <u>N/A</u> | Licensing/Fingerprinting- Please provide a copy of current applicable licenses, evidence that fingerprinting requirements of staff have been met, and certifications that pertain to the program. |

**Exhibit A**  
**Statement of Qualifications**

*Project Description:*

A qualified workforce with computer skills is no longer an option, it is vital. Targeted Technology Training (T3) is based on the notion that while computers have become prevalent for many years, gaps in computer experience and training still exist for some. To address this deficiency, a series of computer classes was developed and is offered to adults in the county at no cost. For the 2007-2008 fiscal year, Computer Tutor Business and Technical Institute will provide 200 4-hour classes at multiple locations across the County. Computer Tutor Business and Technical Institute needs \$56,000 to fund 200 classes, \$50,400 covering instruction costs and \$5,600 covering administrative costs (i.e., participant registration, data entry, etc.). An additional \$8,000 is needed \$5,000 for printing and \$3,000 for marketing costs. Of the \$64,000 needed to completely fund this project, Computer Tutor Business and Technical Institute already has \$24,000 from partner agencies and is only requesting the remaining \$40,000.

The classes range from learning basic computer terminology and troubleshooting to Internet basics and word processing for beginners. Intermediate-level classes in spreadsheets, databases, and web design are helpful to those preparing for more challenging work assignments. All adult county residents are eligible to participate in one, some, or all classes offered. Registration is on a first come basis. Qualified instructors and professionally developed curriculum are at the core of each class. The participants have access to a computer and learning packet so that they can learn hearing, seeing, and doing simultaneously. Community centers and schools that have the necessary infrastructure and may be underutilized during certain hours provide facilities and computers gratis. For small businesses, non-profits and healthcare organizations whose employees need computer training, a 16-unit Mobile Lab and instructor can be scheduled to provide the same quality instruction on-site. Interested groups can call to schedule a training session.

The mission of Computer Tutor Business and Technical Institute for the past 21 years is to provide consistent high quality instruction and motivation in a positive learning environment. The welfare and education of students and employees are our primary focus. Together, we work toward building skilled individuals and a successful company to serve the needs of the community.

*Service Delivery Method:*

This program will be delivered to numerous areas throughout the County, with a specific site identified for each area. An instructor will go out to each site at the previously determined time and teach the 4-hour course. The instructor will bring the 16-unit mobile lab and wireless Internet connectivity to sites that cannot provide their own equipment. Please see Attachment A for a list of all locations where classes are being offered.

### *Leveraging/Matching Funds:*

Of the \$56,000 needed to fund the next cycle of T3, \$16,000 is being donated by partner agencies. Stanislaus County Economic Development Unit will absorb all marketing costs, estimated at \$3,000, and curriculum printing, estimated at \$5,000. A 16-unit mobile lab complete with wireless Internet connectivity, valued at approximately \$16,000, will be available for use at sites that cannot provide their own labs. Also, all facilities used for class instruction are made available through our partner organizations, free of charge.

### *Collaboration With Other Agencies:*

Targeted Technology Training is the result of collaboration between multiple organizations. Partnerships have been formed with the Stanislaus County Economic Development Unit and Planning & Community Development Department. Both departments assist in creating the program's schedule, marketing efforts and data analysis. Partnerships also exist with the Housing Authority, El Concilio, Modesto Airport Neighbors United, Hughson Family Resource Center, Patterson Unified School District and Waterford School District. Each organization offers the use of their facilities for class instruction free of charge. In addition, many sites inform their clients of the T3 program and how to register.

### *Site Control:*

This program will be offered at numerous locations across the County, almost all of which are not owned by Computer Tutor Business and Technical Institute. For each site listed on Attachment A, an agreement has been reached between the site owner(s) and Stanislaus County to allow for T3 classes to be held there.

### *Program Sustainability:*

Targeted Technology Training is now in its fourth phase and plans to continue until the community no longer expresses a need for this program. Partial funding will come from an Economic Development Bank grant awarded in 2006 for \$45,000. Additional funding for future cycles will come through new partnerships with city agencies that realize the value of T3's services and will contribute fiscally to continue training for their citizens.

### *Program Performance Measurements:*

All program participants are required to complete a post test survey and the standard Community Development Block Grant public service income form. This data from the survey is input into a database and used to create quarterly reports to track program progress. These reports are analyzed in an effort to track the training needs of the community and adjust the program accordingly.

There are no specific eligibility requirements that need to be met in order to participate in the T3 program. However, a majority of participants will likely be low income and minority, due to the locations being served.

*Community Awareness:*

Community residents are made aware of this program through multiple marketing efforts. Program fliers are sent out to temporary hiring agencies, local employment development departments, senior centers, and K-12 schools. Ads are also placed in local publications, such as the Modesto Bee. Program information, including schedule, course workbooks and registration contacts, are made available on Stanislaus County's community portal, [www.connectingstanislaus.com](http://www.connectingstanislaus.com).

Many participant referrals will come from our partner agencies and course locations. Some participants will be self-referred, having heard of the program from one of our various marketing efforts.

By partnering with other organizations located in the targeted areas we can utilize the contact they have with residents within these regions of the County, in addition to our normal marketing strategy.

*Experience:*

Since 2002, the Targeted Technology Training program has provided three training cycles and is currently midway through its fourth. To date, 460 classes have been taught, equaling 22,704 hours of free training, reaching a total of 5,676 county residents. Additional funding would allow for the T3 program to significantly increase the number of classes offered and thus the number of county residents who benefit would also increase substantially.

## Attachment A

<b><u>Area</u></b>	<b><u>Location</u></b>	<b><u>Address</u></b>
El Concilio	El Concilio Community Center	1314 H Street, Modesto
Waterford	Waterford High School	121 S. Reinway Avenue, Waterford
Newman	Orestimba High School	707 Hardin Road, Newman
Housing Authority	Housing Authority	1701 Robertson Road, Modesto
West Modesto	King Kennedy Community Center	601 North Martin Luther King Drive, Modesto
South Modesto	Red Shield Community Center	1649 Las Vegas Street, Modesto
Salida	Salida Library	4835 Sisk Road, Salida
Empire	Sheriff Substation	18 South Abbie Avenue, Empire
Ceres	Family resource Center	2321 E. Whitmore Avenue, Ceres
Grayson	United Community Center	Laird Street, Grayson
Airport Neighborhood	Airport Neighbors United Community Center	205 South Santa Cruz Avenue, Modesto
Hughson	Family Resource	2413 Third Street, Hughson
Turlock	Pitman High School	2525 Christoffersen Parkway, Turlock
Modesto/Salida	Computer Tutor	4306 Sisk Road, Salida
Riverbank	Riverbank Community Center	3600 Santa Fe Street, Riverbank
Mobile Lab	Varies	

Targeted Technology Training - 2007-2008 Tentative Schedule

<u>Area</u>	<u>Location</u>	<u># of Classes</u>	<u>Timeline</u>
El Concilio	El Concilio Community Center	16	August-November
Waterford	Waterford High School	8	May-June
Newman	Orestimba High School	8	March-May
Housing Authority	Housing Authority	20	August-October
West Modesto	King Kennedy Community Center	16	January-March
South Modesto	Red Shield Community Center	16	April-June
Salida	Salida Library	8	April-June
Empire	Sheriff Substation	8	May
Ceres	Family resource Center	8	October
Grayson	United Community Center	8	December
Airport Neighborhood	Airport Neighbors United Center	16	February-April
Hughson	Family Resource	10	January
Turlock	Pitman High School	10	September
Modesto/Salida	Computer Tutor	8	February
Riverbank	Riverbank Community Center	28	November-March
Mobile Lab	Varies	12	

## **Exhibit F**

Computer Tutor Business and Technical Institute have Audited Financial Statements prepared on an Annual Basis. To view these statements please set an appointment with George Rawe to view them at the Computer Tutor Business and Technical Institute facility located at 4306 Sisk Road Modesto, CA 95356 (209) 545-5200.

## **Exhibit G**

### *Site Control:*

This program will be offered at numerous locations across the County, almost all of which are not owned by Computer Tutor Business and Technical Institute. For each site listed on Attachment A, an agreement has been reached between the site owner(s) and Stanislaus County to allow for T3 classes to be held there.

Attachment A

<b><u>Area</u></b>	<b><u>Location</u></b>	<b><u>Address</u></b>
El Concilio	El Concilio Community Center	1314 H Street, Modesto
Waterford	Waterford High School	121 S. Reinway Avenue, Waterford
Newman	Orestimba High School	707 Hardin Road, Newman
Housing Authority	Housing Authority	1701 Robertson Road, Modesto
West Modesto	King Kennedy Community Center	601 North Martin Luther King Drive, Modesto
South Modesto	Red Shield Community Center	1649 Las Vegas Street, Modesto
Salida	Salida Library	4835 Sisk Road, Salida
Empire	Sheriff Substation	18 South Abbie Avenue, Empire
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Hughson	Family Resource	2413 Third Street, Hughson
Turlock	Pitman High School	2525 Christoffersen Parkway, Turlock
Modesto/Salida	Computer Tutor	4306 Sisk Road, Salida
Riverbank	Riverbank Community Center	3600 Santa Fe Street, Riverbank
Mobile Lab	Varies	

# Project Budget Exhibit H

PROJECT TITLE: Targeted Technology Training

COST COMPONENT	GRANT FUNDS	AGENCY CASH	IN-KIND	TOTAL PROJECT
<b>PERSONNEL SERVICES</b>				
Salaries		\$40,000	\$16,000	\$56,000
Fringe Benefits				
<b>Total Personnel</b>				
<b>CONTRACTUAL SERVICES</b>				
Professional Services (specify)				
Telephone				
Utilities				
Rent				
*Insurance				
Maintenance				
Travel/Mileage				
Fingerprinting				
Other (specify)				
<b>Total Contractual</b>				
<b>COMMODITIES</b>				
Program/Office Supplies				
Printing			\$5,000	\$5,000
Postage/Office Equipment			\$16,000	\$16,000
Other (specify)			\$3,000	\$3,000
<b>Total Commodities</b>				
<b>Total Project Budget</b>		\$40,000	\$40,000	\$80,000

Use the space below to explain profession services, office equipment expenditures or other cost components that require clarification:

**Note: If your proposal is funded, expenditures must be documented with receipts and/or invoices that verify the incurred expense.**

**Exhibit I**

Trainer Resumes are attached.

Mark Conrad  
Robert Wilson  
George Rawe

<p>MARK D CONRAD 2820 Finlandia Ave Modesto Ca., 95358</p>	<p>Phone: 209-521-4312, Cell: 209-985-2570 Email: markradcon2002@hotmail.com</p>
--	--

**Objective:** Technology Training

**Experience Summary:**

- Twenty years experience in the United States Air Force, retired as Senior Master Sergeant in the Information Technology Career Field (only 3% of all Air Force enlisted personnel reach this rank); held Government Top Secret Security Clearance up to retirement; supervised/led multiple teams of personnel; I have official copies of all performance reports--out of a scale from 1 to 5 (5 being outstanding) all past 64 supervisors consistently rated performance outstanding.

**Work Experience:** (2005-2007) Owner of part-time computer repair business; full-time college student.

**Responsibilities and Accomplishments:**

- Installed multiple wireless networks; performed data recovery and backup; built computer systems; attending college full-time working toward BS Degree.

**Work Experience:** (2000-2005) 333rd Training Squadron, Keesler AFB, Mississippi.

**Duty Positions:** Squadron Superintendent/Senior Network Manager/Training Specialist.

**Responsibilities and Accomplishments:**

- Wrote/established unit security policy for the United States largest military sales and training organization.
- Supervised 68 personnel: Managed safety, inspection and training programs.
- Led team of 20 course developers to create 62 days of Community College of The Air Force advanced network training (Regionally Accredited College).
- Used Microsoft Access to automate/manage squadron self-inspection program.

**Work Experience:** (1999-2001) 92d Communications Squadron, Fairchild Air Force Base, Washington.

**Duty Position:** Chief, Network Operations.

**Responsibilities and Accomplishments:**

- Supervised 41 network administrators and managed 4,000 networked devices servicing 3,400 base population. Only individual on-call 24/7 to singularly make the decisions how to respond to any base network fault or compromise (authority to shutdown any or all base network services as necessary).

**Work Experience:** (1984-1999) Various Air Force bases.

**Duty Position:** Managed multi-million dollar supply accounts, developed and managed safety programs, inspection programs, and quality/strategic planning programs.

**Responsibilities and Accomplishments:**

- 7-Years Experience: Performed all facets of Supply/Inventory Management (requisitioning; storage, shipment, delivery, repair).
- 7-Years Experience: Process improvement and customer satisfaction; used Malcolm Baldrige National Quality Award Criteria to develop process improvement and customer satisfaction training as well as using the criteria to perform unit self-assessments of various Air Force bases; personally trained over 1000 personnel.
- 3-Years Experience: Safety and Operational Risk Management

NOTE: Years, listed above, represent estimated total from various part-time and full-time work in these areas over 20 years. I still held some of these positions part-time up through my retirement.

**Education/Certifications:**

- AS Degree in Logistics Management.
- AS Degree in Information Technology Systems.
- Certified Systems Improvement Inc. Train-The-Trainer.
- Completed Eaker College Academic Instructors School.
- Microsoft Certified Systems Engineer.
- Certified Internet Scanner
- Completed various Air Force training: Equal Opportunity Employment; Technology; Inventory Mgt.; Supervisor/Mgt.; Records Mgt.; Safety/OSHA/Hazardous Materials; Operational Risk Mgt.

- New Horizons Courses Completed: Beginning/intermediate/advanced HTML, Microsoft Access, Microsoft FrontPage and Microsoft Excel. (Also completed various 2000 networking courses, I have all certificates)

**Decorations:**

- 1990: Air Force Commendation Medal.
- 1992: Air Force Achievement Medal.
- 1994: Air Force Commendation Medal.
- 1995: Air Force Achievement Medal.
- 1995: Air Force Achievement Medal.
- 1997: Air Force Commendation Medal.
- 1999: Air Force Meritorious Service Medal.
- 2001: Air Force Meritorious Service Medal
- 2003: Joint Service Commendation Medal
- 2005: Air Force Meritorious Service Medal

**Summarized Achievements From Performance Reports:**

- 1985: 93rd Bombardment Wing 95 Percent Club, 5 skill level upgrade training.
- 1987: 15th Air Force Commander "Noteworthy Performer."
- 1989: 93rd Bombardment Wing 95 Percent Club, 7 skill level upgrade training.
- 1990: Distinguished Graduate, Strategic Air Command Leadership School.
- 1993: NCO of The Quarter: 603d Maintenance Squadron, 603d Airlift Support Group, and the Air Mobility Command, Kadena Air Base Japan.
- 1993: 603rd Airlift Support Group's nominee for the 12 outstanding Airman of the Year Award.
- 1994: Air Mobility Command Inspector General "Outstanding Performer."
- 1995: Distinguished Graduate, Pacific Air Force Non Commissioned Officer Academy.
- 1996: Air Mobility Command Inspector General "Outstanding Performer."
- 1997: Selected as the 633 AMSS/Group 7 (Host-Tenant Units) NCO of the Quarter for 1 Jan - 31 Mar 97.
- 1998: 333d Logistics Support Squadron SNCO of the Quarter
- 1998: 33 Fighter Wing nominee for 1998 Geico Military Service Award.
- 1998: Air Combat Command nominee for USAF 1998 Air Force Chief of Safety Special Achievement Award.
- 1999: HQ Air Mobility Command "Team Solute." Individually spotlighted in the HQ Air Combat Command Combat Edge Magazine for creating Air Force Best Practice Safety Program
- 2000: 92d Air Refueling Wing Communications and Information Professional of The Year
- 2002: Squadron Support Employee of the Quarter, second quarter
- 2002: Squadron Support Employee of the Quarter, third quarter
- 2002: Squadron Support Employee of the Year
- 2002: 81 TRG Support Employee of the Quarter, third quarter
- 2002: Training Group Support Employee of the Year
- 2003: Awarded Commander's Coin "For Excellence" presented by the Commander United States Military Training Mission to Saudi Arabia.
- 2003: Awarded Command Sergeant Major Coin "For Excellence" presented by the Command Sergeant Major United States Military Training Mission to Saudi Arabia.
- 2003: Presented, "I Caught You Doing Something Right" Certificate from 81 TRG Commander
- 2004: Selected by Air Force as E8--Represented Top 3% of all enlisted personnel in the Air Force.
- 2005: Retired Air Force.

# **Robert Wilson**

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3013 Queens Gate Ct.  
Modesto, CA 95355  
(209) 551-3600  
Cell (209) 380-3122

## **OBJECTIVE:**

To obtain a long term position in the technical field, use my knowledge and experience of Microsoft networks and desktop applications, in the continuing education of students.

## **SKILLS:**

- Microsoft Excel
- Microsoft Word
- Microsoft PowerPoint
- Microsoft Publisher
- Microsoft FrontPage
- Microsoft Outlook
- Microsoft Access
- Software Instructor
- A+
- MCP
- MCSE
- Network Engineer
- Application Specialist II
- Help Desk
- Trouble Shooting
- Cabling
- QuickBooks
- Peachtree
- AutoCAD
- Management
- CNC Programming
- CNC Laser Operator
- CNC Press Brake
- Accounting AR / AP

## **EMPLOYMENT HISTORY:**

**Computer Tutor Business and Technical Institute** Modesto, CA  
Network Engineer/Instructor 8-05 to Present  
Duties: Maintain network and computers, backup, new accounts, teaching Microsoft Office desktop applications.

**ISI** Oakdale, CA  
Network Engineer/Accounts Payable/Accounts Receivable 10-02 to 8-05  
Duties: Maintain network and computers, backup, new accounts, instruction of Microsoft Office desktop applications and new software to new employees.

**CSA** Modesto, CA  
Application Specialist II/Help Desk 7-01 to 10-02  
Duties: Maintain network and computers, backup, instruction of Microsoft Office desktop applications and network class to new employees, new accounts and reset passwords, customer support.

## **EDUCATION:**

**Computer Tutor Business and Technical Institute** Modesto, CA  
MCSE Course 4-01  
Certificate of Achievement

**MJC** Modesto, CA  
Business (4 semesters)

## **REFERENCES:**

Available upon request

## **R. GEORGE RAWE**

4101 Dynasty Lane  
Modesto, CA 95356  
209-545-5200

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### **EMPLOYMENT**

#### **Director/Owner ♦ Computer Tutor Business and Technical Institute ♦ Modesto, CA**

Computer Tutor Business and Technical Institute is a nationally accredited career college that has served Stanislaus and surrounding counties for the past 21 years. It has several educational, training and certification programs including the following: computer software application training, clerical, medical clerical, accounting programs, and computer network certification training. 1997 – Present

#### **Computer/Business Teacher ♦ Escalon High School ♦ Escalon, CA**

Responsibilities included teaching and developing courses for the computer and business education department at Escalon High School. 1994 – 1997

#### **Controller ♦ Rawe Development Company ♦ Modesto, CA**

Responsibilities included, managing company finances, marketing, project bidding, technology, and client relations. 1987 – 1994

### **COMMUNITY SERVICE**

Trustee and past President ♦ Sylvan School Board ♦ Modesto, CA ♦ 1997 – Present

President & Board Member ♦ SIFA Board ♦ Modesto, CA ♦ 1997 – Present

Board Member ♦ GMRAA Board ♦ Modesto, CA ♦ 1997 – 1998

Charter Representative ♦ Troop 107 ♦ Boy Scouts of America ♦ 2001 – 2007

Cub Master ♦ Pack 107 ♦ Boy Scouts of America ♦ 1996 – 1999

Technology Committee Member ♦ Modesto Chamber of Commerce ♦ 1998 & 2003

Member ♦ WASC Accreditation Committee ♦ Escalon High School ♦ 1995 – 1996

Member ♦ ROP Business Site Council ♦ Escalon High School ♦ 1994 – 1999

### **EDUCATION**

#### **Chapman University - Orange, CA**

Credential in Business Administration and Mathematics  
Secondary Education Teaching

#### **Brigham Young University - Provo, UT**

Bachelor of Science Degree  
Business Administration and Finance

#### **Modesto Junior College - Modesto, CA**

Undergraduate Computer Science Program

**Exhibit J**

George Rawe  
Director/ Owner  
Computer Tutor Business and Technical Institute  
4306 Sisk Road  
Modesto, CA 95356

**Exhibit K**

Letters of Recommendation are attached.



**CHIEF EXECUTIVE OFFICE**

**Richard W. Robinson**  
Chief Executive Officer

**Patricia Hill Thomas**  
Chief Operations Officer /  
Assistant Executive Officer

**Monica Nino-Reid**  
Assistant Executive Officer

**Stan Risen**  
Assistant Executive Officer

1010 10<sup>th</sup> Street, Suite 6800, Modesto, CA 95354  
P.O. Box 3404, Modesto, CA 95353-3404

Phone: 209.525.6333 Fax: 209.544.6226

July 19, 2007

Dear Colleague:

Over the course of the last year, I have seen the successful implementation of the Targeted Technology Training program by Computer Tutor in our incorporated cities and unincorporated communities. I understand that an application for the Targeted Technology Training program is being developed that will continue to bring this unique and very effective job training program into areas that traditionally do not have this professional level of instruction at their disposal.

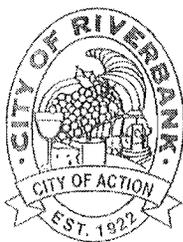
Working with local bodies such as school districts and community services districts, Targeted Technology Training has been brought to the following areas of the County – Airport Neighborhood, Empire, Hughson, Modesto, Patterson, South Modesto and Waterford. In all cases, the training was provided in local community facilities. The classes provide a convenient opportunity to further develop professional skills that will ultimately be used in the workplace.

The nexus between the Targeted Technology Training program and Economic Development is obvious. By assisting to develop a well-trained workforce, our community can be better equipped to support business and industry. Furthermore, the Targeted Technology Training program embraces an approach consistent with the Connecting Stanislaus initiative that strives to make these technological opportunities and resources available countywide.

It is without reservation that I support continuing the partnership between Stanislaus County and Computer Tutor to make available the Targeted Technology Training program in our community. If you have any further questions, please don't hesitate to contact me at 525.4394.

Cordially,

Stephanie Almen  
Economic Development  
County of Stanislaus  
209.525.4394



## City of Riverbank

6707 Third Street • Riverbank, CA 95367-2396  
Phone: (209) 869-7101 • Fax: (209) 869-7100

7/20/07

Stanislaus County Community Development Department  
1010 Tenth Street Suite 6800  
Modesto, CA 95354

To Whom It May Concern:

This is to confirm the collaboration between the City of Riverbank and the Stanislaus County Targeted Technology Training Program. We are excited and looking forward to working together this year to bring this opportunity to our City.

Computer training such as that provided by Targeted Technology Training is something that our residents have been inquiring about for several months. We anticipate that this training will be well received and very beneficial for both our English and Spanish speaking residents.

I want to thank you again for your time and support on this matter. If you have any questions please feel free to contact me at 209-863-7153.

Sincerely,

Norma Torres-Manriquez  
Human Services Specialist



July 23, 2007

Stanislaus County  
Planning & Community Development  
1010 10<sup>th</sup> Street  
Modesto, Ca 95354

Dear Colleague,

As Modesto Site Supervisor, I would like to express my strong support for the extension of the Targeted Technology Training program.

El Concilio aims to create self-sufficiency through counseling, referrals and education in the belief that persons empowered to help themselves will become significant assets to the community at large. The Targeted Technology Training program has had a powerful impact on individuals and organizations in the Latino community. This program empowering new immigrants, families and seniors by providing them the skills they need to successfully utilize computers at home and in the work place. Over 15 classes have been held at our community center and dozens of individuals have participated in the free computer training classes. The Targeted Technology Training program has positively impacted individuals and organizations in the Latino community and many more could also benefit from free computer classes.

After three years the Targeted Technology Training program has established a strong foundation of participation and support within the community. This year the program has broadened its reaches into areas of the county where community members have not traditionally had access to similar training programs. With additional funding the series of free computer classes would be able to establish additional stationary site locations and provide more mobile lab opportunities for community facilities that may not have computers at all. I recommend that additional funding be awarded.

Sincerely,

A handwritten signature in black ink, appearing to read "Raul Garcia", is written over the word "Sincerely,".

Raul Garcia  
El Concilio Community Center  
Site Supervisor

July 23, 2007

Dear Colleague,

Beginning in February of 2007 the Airport Neighbors United Family Resource Center was chosen to partner with the Targeted Technology Training program by Computer Tutor in our own neighborhood. I understand that there is an application for the Targeted Technology Training program being developed.

When the Targeted Technology Training was provided in the airport neighborhood the success for our residents was phenomenal. The classes were offered from February through May of 2007. The goal is to provide skills to residents of Stanislaus County that will help them in the workforce. The Targeted Technology Training program embraces the Connecting Stanislaus initiative that strives to make these types of technology training programs available to the community.

It is without reservation that the airport neighbors united family resource center supports the partnership between Stanislaus County and Computer Tutor as they make available the Targeted Technology Training program to our community. If you have any further questions please contact me at 572-4535.

Sincerely

Mary Lynn Lebow  
Airport Neighbors United  
Coordinator

SITTING AS THE REDEVELOPMENT AGENCY  
THE BOARD OF SUPERVISORS OF THE COUNTY OF STANISLAUS  
ACTION AGENDA SUMMARY

DEPT: Redevelopment Agency

BOARD AGENDA # 9:15 a.m. V-B

Urgent  Routine

AGENDA DATE August 28, 2007

CEO Concur with Recommendation YES  NO   
(Information Attached)

4/5 Vote Required YES  NO

SUBJECT:

Authorize the Expenditure of \$240,000 of Housing Set-Aside funds for the Purchase of Three (3) Single-Family Residential Lots in the Airport Neighborhood

STAFF RECOMMENDATIONS:

Authorize the expenditure of \$240,000 of Housing Set-Aside funds for the purchase of three (3) single-family residential lots in the Airport Neighborhood Redevelopment sub-area.

FISCAL IMPACT:

There will be an impact of \$240,000 to the Housing Set-Aside fund. This is a budgeted activity and there are funds available.

BOARD ACTION AS FOLLOWS:

No. 2007-683

On motion of Supervisor Monteith, Seconded by Supervisor Grover  
and approved by the following vote,

Ayes: Supervisors: Mayfield, Grover, Monteith, DeMartini, and Chairman O'Brien

Noes: Supervisors: None

Excused or Absent: Supervisors: None

Abstaining: Supervisor: None

1)  Approved as recommended

2)  Denied

3)  Approved as amended

4)  Other:

MOTION:



ATTEST: CHRISTINE FERRARO TALLMAN, Clerk

File No.

Authorize the Expenditure of \$240,000 of Housing Set Aside Funds for the Purchase of Three (3) Single- Family Residential Lots in the Airport Neighborhood  
Page 2

**DISCUSSION:**

State Redevelopment law set forth under the California Community Redevelopment Law (Health and Safety Code 33000) requires that a minimum 20% of tax increment revenues be allocated for affordable housing activities. When this agency was created, it adopted a 25% allocation for affordable housing activities.

Whenever possible, partnerships are developed to facilitate the implementation of these activities. One partnership that is producing homes for very low income people is with Habitat for Humanity. The County, as well as its Redevelopment Agency, have facilitated the purchase of five (5) lots previously.

Funds have been allocated from the 2007-08 Budget for property acquisition. Once the properties are purchased, County will subordinate its position for purposes of construction, if required. At the end of sale, County will hold a silent lien for the amount used to purchase the properties. This amount will be due upon first sale.

The subject property is located in the Airport Neighborhood District- redevelopment sub-area. An appraisal was ordered (See Attachment B). The appraisal estimates the value of the properties at \$100,000 per property. However, the lots will be purchased at \$70,000 each, less than the appraised value. An additional \$10,000 per property will be utilized for title transfer fees, architectural and engineering activities and other pre-development activities associated with the development of these homes. The total request for the funding of the three (3) properties is \$240,000. A letter requesting County assistance has been received from Habitat for Humanity is included as Attachment A.

Habitat will evaluate applications of interested partner families, make their selection and begin the process of home building using sweat equity as the greatest investment (500 hours) of the partner family. Once constructed, the partner family will be responsible for a mortgage amount that has been determined based on family income. However, there will be a second party lien in the amount that equals the difference of the mortgage and the appraised value. This lien will be held by Habitat. Stanislaus County will be in third position with its land purchase assistance.

**POLICY ISSUES:**

The recommendation made herein address Safe, Healthy Communities by investing with sweat equity to realize the revitalization of a neighborhood.

**STAFFING IMPACT:**

None.

**ATTACHMENTS:**

- A. Request for Funds from Habitat for Humanity
- B. Appraisal for 1125 Del Mar Court, Modesto, Ca 95354
- C. Appraisal for 1114 Tenaya Drive, Modesto, Ca 95354
- D. Appraisal for 1020 Tenaya Drive Modesto, Ca 95354



**Habitat  
for Humanity**<sup>®</sup>  
Stanislaus County

630 Kearney Avenue  
Modesto, CA 95350-5714  
Phone: (209) 575-4585  
Fax: (209) 575-0755  
www.stanislaushabitat.org

*Building Homes,  
Building Hope,  
Building Communities,  
One Nail at a Time...*

July 27, 2007

**Executive Director**  
Anita Hellam

Anna Rocha  
Stanislaus County Redevelopment Agency  
1010 10<sup>th</sup> Street, Suite 3400  
Modesto, CA 95354

**Board of Directors**  
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George Petrulakis  
Ruth Sesser  
Tom Van Groningen  
Adam Christianson

Re: Request for Funds – Airport Neighborhood

Dear Ms. Rocha:

Habitat for Humanity, Stanislaus County is requesting funds in the amount of \$240,000.00 to purchase three homes identifiable by Assessor's Parcel

- # 035 010 006 000, 1114 Tenaya Dr.
- #035 012 005 000, 1020 Tenaya Dr.,
- #035 010 006 000, 1125 Del Mar Ct

All three homes are located in the Airport neighborhood, Modesto, CA 95354.

We have recently initiated discussions with G-3, a company associated with Gallo. Habitat was approached about the possibility of acquiring, rehabilitating and selling several properties currently owned by Gallo. This proposed purchase is the first of several anticipated transactions to take place should the County and the Board of Supervisors find this a viable project. Habitat feels this is an excellent opportunity to improve the Airport neighborhood through homeownership and revitalization. The work is well within our current capacity.

Appraisals have been completed and the homes' values will exceed the asking price for each of the homes. G-3 has agreed to sell the homes for \$70,000 each. The additional \$30,000 will be utilized for title transfer fees, architectural and engineering activities and other predevelopment activities associated with the development of these homes.

Our Family Selection Committee has yet to present a family to the Board of Directors for approval. A very low-income family (earning between 30-55% of AMI) will be sold the property once the house has been completed.

Information regarding the family size, income and supporting information will be forwarded to you as soon as I have it.

Should funding for the acquisition of these lots be provided by Stanislaus County's Redevelopment Department, Habitat for Humanity, Stanislaus would be able to avoid tying up precious funds on lot procurement. Our resources will go toward construction costs, allowing us to build at a faster rate.

As a faith based, nonprofit organization with 501 (c)(3) status, our mission is to bring people together from all walks of life; to work in partnership with families in need; and to help eliminate poverty housing in our communities and worldwide. We pledged to the letter and spirit of U.S. policy for the achievement of equal housing. We serve families earning between 30-55% of the AMI (area median income) by providing permanent housing solutions to families with very few housing options available. Using volunteer labor and donated building materials, we are able to keep building costs low. The volunteer construction crews work together on weekends, and during the week when possible. Our partner families, in turn, agree to pay back the construction costs in monthly mortgage payments, scheduled over a period of time that never creates a cost burden. Furthermore, we make no profit and charge no interest. The mortgage payments are then recycled and used to construct more affordable housing.

I am hopeful you will be able to grant our request. Redevelopment funds will be put to excellent use on this project. If you have any questions or comments, please feel free to call me at (209) 575-4585 extension 105.

Sincerely,

Anita Hellam, Executive Director

Habitat for Humanity, Stanislaus

cc: Board of Directors

# Uniform Residential Appraisal Report

GALLO  
File # 13,934

There are <b>8</b> comparable properties currently offered for sale in the subject neighborhood ranging in price from \$ <b>130,000</b> to \$ <b>250,000</b>							
There are <b>4</b> comparable sales in the subject neighborhood within the past twelve months ranging in sale price from \$ <b>90,000</b> to \$ <b>230,000</b>							
FEATURE	SUBJECT	COMPARABLE SALE # 1	COMPARABLE SALE # 2	COMPARABLE SALE # 3			
Address	1125 DEL MAR COURT MODESTO, CA 95354-3720	807 KERR AVENUE MODESTO	405 THRASHER AVENUE MODESTO	334 BURNLEY STREET MODESTO			
Proximity to Subject		0.58 miles	0.39 miles	0.88 miles			
Sale Price	\$ N/A	\$ 122,500	\$ 189,000	\$ 108,000			
Sale Price/Gross Liv. Area	\$ sq.ft.	\$ 188.46 sq.ft.	\$ 216.74 sq.ft.	\$ 126.76 sq.ft.			
Data Source(s)		DOC # 46278	DOC # 44595	ESC # 7051273			
Verification Source(s)		MLS # 70021468	MLS # 70000352	MLS # 70051304			
VALUE ADJUSTMENTS	DESCRIPTION	DESCRIPTION	+(-) \$ Adjustment	DESCRIPTION	+(-) \$ Adjustment	DESCRIPTION	+(-) \$ Adjustment
Sales or Financing		CONV		CONV		CONV	
Concessions		NONE KNOWN		NONE KNOWN		NONE KNOWN	
Date of Sale/Time		4/16/07 COE		4/6/07 COE		7/17/07 COE	
Location	AVERAGE	AVERAGE		AVERAGE		AVERAGE	
Leasehold/Fee Simple	Fee Simple	FEE SIMPLE		FEE SIMPLE		FEE SIMPLE	
Site	6,680 Sq.Ft.	6534 SF	-1,000	7841 SF	-2,000	4356 SF	+1,000
View	NONE	NONE		NONE		NONE	
Design (Style)	AVERAGE	AVERAGE		AVERAGE		AVERAGE	
Quality of Construction	AVERAGE	AVERAGE		AVERAGE		AVERAGE	
Actual Age	61 YEARS	52 YEARS	0	51 YEARS	0	67 YEARS	0
Condition	AVERAGE	SL. INFERIOR	+15,000	SUPERIOR	-35,000	POOR	+30,000
Above Grade Room Count	Total Bdrms. Baths	Total Bdrms. Baths		Total Bdrms. Baths		Total Bdrms. Baths	
	5 2 1	4 2 1		4 2 1		4 2 1	
Gross Living Area	860 sq.ft.	650 sq.ft.	+6,700	872 sq.ft.	-400	852 sq.ft.	+300
Basement & Finished Rooms Below Grade	N/A	NONE		NONE		NONE	
Functional Utility	TYPICAL	TYPICAL		TYPICAL		TYPICAL	
Heating/Cooling	WALL/NONE	W/NONE		FLOOR/NONE		WALL/WALL	
Energy Efficient Items	AVERAGE	AVERAGE		AVERAGE		AVERAGE	
Garage/Carport	1 CAR GARAG	OPEN PARKIN	+2,000	OPEN PARKIN	+2,000	OPEN PARKIN	+2,000
Porch/Patio/Deck	PORCH/PATIO	PORCH/PATIO		PORCH/PATIO		PORCH/PATIO	
APPLIANCES	AVERAGE	AVERAGE		AVERAGE		AVERAGE	
LANDSCAPING	AVG.LANDSCP	AVG.LANDSCP		AVG.LANDSCP		AVG.LANDSCP	
AMENITIES	AVERAGE	AVERAGE		AVERAGE		AVERAGE	
Net Adjustment (Total)		<input checked="" type="checkbox"/> + <input type="checkbox"/> - \$ 22,700		<input type="checkbox"/> + <input checked="" type="checkbox"/> - \$ 35,400		<input checked="" type="checkbox"/> + <input type="checkbox"/> - \$ 33,300	
Adjusted Sale Price of Comparables		Net Adj. 18.5 % Gross Adj. 20.2 % \$ 145,200		Net Adj. 18.7 % Gross Adj. 20.8 % \$ 153,600		Net Adj. 30.8 % Gross Adj. 30.8 % \$ 141,300	
I <input checked="" type="checkbox"/> did <input type="checkbox"/> did not research the sale or transfer history of the subject property and comparable sales. If not, explain							
My research <input type="checkbox"/> did <input checked="" type="checkbox"/> did not reveal any prior sales or transfers of the subject property for the three years prior to the effective date of this appraisal.							
Data Source(s) MLS, METROSCAN							
My research <input type="checkbox"/> did <input checked="" type="checkbox"/> did not reveal any prior sales or transfers of the comparable sales for the year prior to the date of sale of the comparable sale.							
Data Source(s) MLS, METROSCAN							
Report the results of the research and analysis of the prior sale or transfer history of the subject property and comparable sales (report additional prior sales on page 3).							
ITEM	SUBJECT	COMPARABLE SALE #1	COMPARABLE SALE #2	COMPARABLE SALE #3			
Date of Prior Sale/Transfer	NONE	NONE	NONE	NONE			
Price of Prior Sale/Transfer	NONE	NONE	NONE	NONE			
Data Source(s)	MLS, METROSCAN	MLS, METROSCAN	MLS, METROSCAN	MLS, METROSCAN			
Effective Date of Data Source(s)	7/15/2007	7/15/2007	7/15/2007	7/15/2007			
Analysis of prior sale or transfer history of the subject property and comparable sales							
Summary of Sales Comparison Approach ** SEE "SALES COMPARISON" ADDENDUM **							
Indicated Value by Sales Comparison Approach \$ 145,000							
Indicated Value by: Sales Comparison Approach \$ 145,000 Cost Approach (if developed) \$ 146,600 Income Approach (if developed) \$							
** SEE "FINAL RECONCILIATION" ADDENDUM **							
This appraisal is made <input checked="" type="checkbox"/> "as is", <input type="checkbox"/> subject to completion per plans and specifications on the basis of a hypothetical condition that the improvements have been completed, <input type="checkbox"/> subject to the following repairs or alterations on the basis of a hypothetical condition that the repairs or alterations have been completed, or <input type="checkbox"/> subject to the following required inspection based on the extraordinary assumption that the condition or deficiency does not require alteration or repair. ** SEE "COMMENTS AND CONDITIONS" ADDENDUM **							
Based on a complete visual inspection of the interior and exterior areas of the subject property, defined scope of work, statement of assumptions and limiting conditions, and appraiser's certification, my (our) opinion of the market value, as defined, of the real property that is the subject of this report is \$ 145,000 as of 7/24/2007, which is the date of inspection and the effective date of this appraisal.							

# Uniform Residential Appraisal Report

GALLO  
File # 13,934

**Replacement cost figures used in the cost approach are for valuation purposes only. No one, client or third party, should rely on these figures for insurance purposes. The definitions of market value on page 4 of this report may not be consistent with definitions of insurable value.**

**The Intended User of this appraisal report is the Lender/Client. The Intended Use is to evaluate the property that is the subject of this appraisal for a mortgage finance transaction, subject to the Scope of Work, purpose of the appraisal, reporting requirements of this appraisal report form, and Definition of market value. No additional intended users are identified by the appraiser.**

**This appraisal is not a substitute for a Home Inspection. Appraisers ability to determine condition is severely limited by concealed or obscured items such as floor coverings, exterior siding, personal property and other items not moved in the normal course of the visual inspection. Not included in this inspection is the signs of infestation, subsurface items or items otherwise concealed or obscured. Furthermore, no inspection of attic or crawl spaces were performed. No activation of mechanical, electrical or plumbing devices was performed. If the client or other parties involved are concerned regarding the above mentioned items, a home inspection should be performed by a qualified home inspector.**

**This appraiser has not made any search relating to the proximity to adverse influences such as but not limited to: nearby criminal activity, registered sex offenders or interim rehab facilities.**

ADDITIONAL COMMENTS

**COST APPROACH TO VALUE (not required by Fannie Mae)**

Provide adequate information for the lender/client to replicate the below cost figures and calculations.  
Support for the opinion of site value (summary of comparable land sales or other methods for estimating site value) **HOME VALUE ONLY - \$51,600**

COST APPROACH

<input type="checkbox"/> ESTIMATED <input type="checkbox"/> REPRODUCTION OR <input checked="" type="checkbox"/> REPLACEMENT COST NEW	OPINION OF SITE VALUE ..... = \$ 90,000
Source of cost data <b>MARSHALL &amp; SWIFT, LOCAL BUILDERS</b>	DWELLING 860 Sq.Ft. @ \$ 120.00 ..... = \$ 103,200
Quality rating from cost service <b>AVG</b> Effective date of cost data <b>1/1/2007</b>	N/A Sq.Ft. @ \$ ..... = \$
Comments on Cost Approach (gross living area calculations, depreciation, etc.)	..... = \$
<b>** SEE "COST ADDENDUM" "IMPROVEMENT SKETCH" **</b>	Garage/Carport 240 Sq.Ft. @ \$ 0.00 ..... = \$
	<b>Total Estimate of Cost-New</b> ..... = \$ 103,200
	Less Physical Functional External
	Depreciation 51,600 ..... = \$( 51,600)
	Depreciated Cost of Improvements ..... = \$ 51,600
	*As-is* Value of Site Improvements ..... = \$ 5,000
Estimated Remaining Economic Life (HUD and VA only) <b>30</b> Years	<b>INDICATED VALUE BY COST APPROACH</b> ..... = \$ 146,600

INCOME

**INCOME APPROACH TO VALUE (not required by Fannie Mae)**

Estimated Monthly Market Rent \$ <b>N/A</b>	X Gross Rent Multiplier	= \$	Indicated Value by Income Approach
Summary of Income Approach (including support for market rent and GRM)			

PUD INFORMATION

**PROJECT INFORMATION FOR PUDs (if applicable)**

Is the developer/builder in control of the Homeowners' Association (HOA)?  Yes  No Unit type(s)  Detached  Attached

Provide the following information for PUDs ONLY if the developer/builder is in control of the HOA and the subject property is an attached dwelling unit.

Legal Name of Project \_\_\_\_\_

Total number of phases	Total number of units	N/A	Total number of units sold
Total number of units rented	Total number of units for sale		Data source(s)

Was the project created by the conversion of existing building(s) into a PUD?  Yes  No If Yes, date of conversion. \_\_\_\_\_

Does the project contain any multi-dwelling units?  Yes  No Data Source \_\_\_\_\_

Are the units, common elements, and recreation facilities complete?  Yes  No If No, describe the status of completion. \_\_\_\_\_

Are the common elements leased to or by the Homeowners' Association?  Yes  No If Yes, describe the rental terms and options. \_\_\_\_\_

Describe common elements and recreational facilities. **SUBJECT IS NOT A PUD**

## Uniform Residential Appraisal Report

GALLO  
File # 13,934

This report form is designed to report an appraisal of a one-unit property or a one-unit property with an accessory unit; including a unit in a planned unit development (PUD). This report form is not designed to report an appraisal of a manufactured home or a unit in a condominium or cooperative project.

This appraisal report is subject to the following scope of work, intended use, intended user, definition of market value, statement of assumptions and limiting conditions, and certifications. Modifications, additions, or deletions to the intended use, intended user, definition of market value, or assumptions and limiting conditions are not permitted. The appraiser may expand the scope of work to include any additional research or analysis necessary based on the complexity of this appraisal assignment. Modifications or deletions to the certifications are also not permitted. However, additional certifications that do not constitute material alterations to this appraisal report, such as those required by law or those related to the appraiser's continuing education or membership in an appraisal organization, are permitted.

**SCOPE OF WORK:** The scope of work for this appraisal is defined by the complexity of this appraisal assignment and the reporting requirements of this appraisal report form, including the following definition of market value, statement of assumptions and limiting conditions, and certifications. The appraiser must, at a minimum: (1) perform a complete visual inspection of the interior and exterior areas of the subject property, (2) inspect the neighborhood, (3) inspect each of the comparable sales from at least the street, (4) research, verify, and analyze data from reliable public and/or private sources, and (5) report his or her analysis, opinions, and conclusions in this appraisal report.

**INTENDED USE:** The intended use of this appraisal report is for the lender/client to evaluate the property that is the subject of this appraisal for a mortgage finance transaction.

**INTENDED USER:** The intended user of this appraisal report is the lender/client.

**DEFINITION OF MARKET VALUE:** The most probable price which a property should bring in a competitive and open market under all conditions requisite to a fair sale, the buyer and seller, each acting prudently, knowledgeably and assuming the price is not affected by undue stimulus. Implicit in this definition is the consummation of a sale as of a specified date and the passing of title from seller to buyer under conditions whereby: (1) buyer and seller are typically motivated; (2) both parties are well informed or well advised, and each acting in what he or she considers his or her own best interest; (3) a reasonable time is allowed for exposure in the open market; (4) payment is made in terms of cash in U. S. dollars or in terms of financial arrangements comparable thereto; and (5) the price represents the normal consideration for the property sold unaffected by special or creative financing or sales concessions\* granted by anyone associated with the sale.

\*Adjustments to the comparables must be made for special or creative financing or sales concessions. No adjustments are necessary for those costs which are normally paid by sellers as a result of tradition or law in a market area; these costs are readily identifiable since the seller pays these costs in virtually all sales transactions. Special or creative financing adjustments can be made to the comparable property by comparisons to financing terms offered by a third party institutional lender that is not already involved in the property or transaction. Any adjustment should not be calculated on a mechanical dollar for dollar cost of the financing or concession but the dollar amount of any adjustment should approximate the market's reaction to the financing or concessions based on the appraiser's judgment.

**STATEMENT OF ASSUMPTIONS AND LIMITING CONDITIONS:** The appraiser's certification in this report is subject to the following assumptions and limiting conditions:

1. The appraiser will not be responsible for matters of a legal nature that affect either the property being appraised or the title to it, except for information that he or she became aware of during the research involved in performing this appraisal. The appraiser assumes that the title is good and marketable and will not render any opinions about the title.
2. The appraiser has provided a sketch in this appraisal report to show the approximate dimensions of the improvements. The sketch is included only to assist the reader in visualizing the property and understanding the appraiser's determination of its size.
3. The appraiser has examined the available flood maps that are provided by the Federal Emergency Management Agency (or other data sources) and has noted in this appraisal report whether any portion of the subject site is located in an identified Special Flood Hazard Area. Because the appraiser is not a surveyor, he or she makes no guarantees, express or implied, regarding this determination.
4. The appraiser will not give testimony or appear in court because he or she made an appraisal of the property in question, unless specific arrangements to do so have been made beforehand, or as otherwise required by law.
5. The appraiser has noted in this appraisal report any adverse conditions (such as needed repairs, deterioration, the presence of hazardous wastes, toxic substances, etc.) observed during the inspection of the subject property or that he or she became aware of during the research involved in performing the appraisal. Unless otherwise stated in this appraisal report, the appraiser has no knowledge of any hidden or unapparent physical deficiencies or adverse conditions of the property (such as, but not limited to, needed repairs, deterioration, the presence of hazardous wastes, toxic substances, adverse environmental conditions, etc.) that would make the property less valuable, and has assumed that there are no such conditions and makes no guarantees or warranties, express or implied. The appraiser will not be responsible for any such conditions that do exist or for any engineering or testing that might be required to discover whether such conditions exist. Because the appraiser is not an expert in the field of environmental hazards, this appraisal report must not be considered as an environmental assessment of the property.
6. The appraiser has based his or her appraisal report and valuation conclusion for an appraisal that is subject to satisfactory completion, repairs, or alterations on the assumption that the completion, repairs, or alterations of the subject property will be performed in a professional manner.

# Uniform Residential Appraisal Report

GALLO  
File # 13,934

**APPRAISER'S CERTIFICATION:** The Appraiser certifies and agrees that:

1. I have, at a minimum, developed and reported this appraisal in accordance with the scope of work requirements stated in this appraisal report.
2. I performed a complete visual inspection of the interior and exterior areas of the subject property. I reported the condition of the improvements in factual, specific terms. I identified and reported the physical deficiencies that could affect the livability, soundness, or structural integrity of the property.
3. I performed this appraisal in accordance with the requirements of the Uniform Standards of Professional Appraisal Practice that were adopted and promulgated by the Appraisal Standards Board of The Appraisal Foundation and that were in place at the time this appraisal report was prepared.
4. I developed my opinion of the market value of the real property that is the subject of this report based on the sales comparison approach to value. I have adequate comparable market data to develop a reliable sales comparison approach for this appraisal assignment. I further certify that I considered the cost and income approaches to value but did not develop them, unless otherwise indicated in this report.
5. I researched, verified, analyzed, and reported on any current agreement for sale for the subject property, any offering for sale of the subject property in the twelve months prior to the effective date of this appraisal, and the prior sales of the subject property for a minimum of three years prior to the effective date of this appraisal, unless otherwise indicated in this report.
6. I researched, verified, analyzed, and reported on the prior sales of the comparable sales for a minimum of one year prior to the date of sale of the comparable sale, unless otherwise indicated in this report.
7. I selected and used comparable sales that are locationally, physically, and functionally the most similar to the subject property.
8. I have not used comparable sales that were the result of combining a land sale with the contract purchase price of a home that has been built or will be built on the land.
9. I have reported adjustments to the comparable sales that reflect the market's reaction to the differences between the subject property and the comparable sales.
10. I verified, from a disinterested source, all information in this report that was provided by parties who have a financial interest in the sale or financing of the subject property.
11. I have knowledge and experience in appraising this type of property in this market area.
12. I am aware of, and have access to, the necessary and appropriate public and private data sources, such as multiple listing services, tax assessment records, public land records and other such data sources for the area in which the property is located.
13. I obtained the information, estimates, and opinions furnished by other parties and expressed in this appraisal report from reliable sources that I believe to be true and correct.
14. I have taken into consideration the factors that have an impact on value with respect to the subject neighborhood, subject property, and the proximity of the subject property to adverse influences in the development of my opinion of market value. I have noted in this appraisal report any adverse conditions (such as, but not limited to, needed repairs, deterioration, the presence of hazardous wastes, toxic substances, adverse environmental conditions, etc.) observed during the inspection of the subject property or that I became aware of during the research involved in performing this appraisal. I have considered these adverse conditions in my analysis of the property value, and have reported on the effect of the conditions on the value and marketability of the subject property.
15. I have not knowingly withheld any significant information from this appraisal report and, to the best of my knowledge, all statements and information in this appraisal report are true and correct.
16. I stated in this appraisal report my own personal, unbiased, and professional analysis, opinions, and conclusions, which are subject only to the assumptions and limiting conditions in this appraisal report.
17. I have no present or prospective interest in the property that is the subject of this report, and I have no present or prospective personal interest or bias with respect to the participants in the transaction. I did not base, either partially or completely, my analysis and/or opinion of market value in this appraisal report on the race, color, religion, sex, age, marital status, handicap, familial status, or national origin of either the prospective owners or occupants of the subject property or of the present owners or occupants of the properties in the vicinity of the subject property or on any other basis prohibited by law.
18. My employment and/or compensation for performing this appraisal or any future or anticipated appraisals was not conditioned on any agreement or understanding, written or otherwise, that I would report (or present analysis supporting) a predetermined specific value, a predetermined minimum value, a range or direction in value, a value that favors the cause of any party, or the attainment of a specific result or occurrence of a specific subsequent event (such as approval of a pending mortgage loan application).
19. I personally prepared all conclusions and opinions about the real estate that were set forth in this appraisal report. If I relied on significant real property appraisal assistance from any individual or individuals in the performance of this appraisal or the preparation of this appraisal report, I have named such individual(s) and disclosed the specific tasks performed in this appraisal report. I certify that any individual so named is qualified to perform the tasks. I have not authorized anyone to make a change to any item in this appraisal report; therefore, any change made to this appraisal is unauthorized and I will take no responsibility for it.
20. I identified the lender/client in this appraisal report who is the individual, organization, or agent for the organization that ordered and will receive this appraisal report.

# Uniform Residential Appraisal Report

GALLO  
File # 13,934

21. The lender/client may disclose or distribute this appraisal report to: the borrower; another lender at the request of the borrower; the mortgagee or its successors and assigns; mortgage insurers; government sponsored enterprises; other secondary market participants; data collection or reporting services; professional appraisal organizations; any department, agency, or instrumentality of the United States; and any state, the District of Columbia, or other jurisdictions; without having to obtain the appraiser's or supervisory appraiser's (if applicable) consent. Such consent must be obtained before this appraisal report may be disclosed or distributed to any other party (including, but not limited to, the public through advertising, public relations, news, sales, or other media).

22. I am aware that any disclosure or distribution of this appraisal report by me or the lender/client may be subject to certain laws and regulations. Further, I am also subject to the provisions of the Uniform Standards of Professional Appraisal Practice that pertain to disclosure or distribution by me.

23. The borrower, another lender at the request of the borrower, the mortgagee or its successors and assigns, mortgage insurers, government sponsored enterprises, and other secondary market participants may rely on this appraisal report as part of any mortgage finance transaction that involves any one or more of these parties.

24. If this appraisal report was transmitted as an "electronic record" containing my "electronic signature," as those terms are defined in applicable federal and/or state laws (excluding audio and video recordings), or a facsimile transmission of this appraisal report containing a copy or representation of my signature, the appraisal report shall be as effective, enforceable and valid as if a paper version of this appraisal report were delivered containing my original hand written signature.

25. Any intentional or negligent misrepresentation(s) contained in this appraisal report may result in civil liability and/or criminal penalties including, but not limited to, fine or imprisonment or both under the provisions of Title 18, United States Code, Section 1001, et seq., or similar state laws.

**SUPERVISORY APPRAISER'S CERTIFICATION:** The Supervisory Appraiser certifies and agrees that:

1. I directly supervised the appraiser for this appraisal assignment, have read the appraisal report, and agree with the appraiser's analysis, opinions, statements, conclusions, and the appraiser's certification.
2. I accept full responsibility for the contents of this appraisal report including, but not limited to, the appraiser's analysis, opinions, statements, conclusions, and the appraiser's certification.
3. The appraiser identified in this appraisal report is either a sub-contractor or an employee of the supervisory appraiser (or the appraisal firm), is qualified to perform this appraisal, and is acceptable to perform this appraisal under the applicable state law.
4. This appraisal report complies with the Uniform Standards of Professional Appraisal Practice that were adopted and promulgated by the Appraisal Standards Board of The Appraisal Foundation and that were in place at the time this appraisal report was prepared.
5. If this appraisal report was transmitted as an "electronic record" containing my "electronic signature," as those terms are defined in applicable federal and/or state laws (excluding audio and video recordings), or a facsimile transmission of this appraisal report containing a copy or representation of my signature, the appraisal report shall be as effective, enforceable and valid as if a paper version of this appraisal report were delivered containing my original hand written signature.

**APPRAISER**

Signature   
 Name ANDY CONSTANTINOU  
 Company Name STANISLAUS APPRAISERS  
 Company Address PO.BOX 1993  
CERES CA 95307  
 Telephone Number 209 537 5331  
 Email Address cyrus01@sbcglobal.net  
 Date of Signature and Report July 26, 2007  
 Effective Date of Appraisal 7/24/2007  
 State Certification # ARO10974  
 or State License # \_\_\_\_\_  
 or Other (describe) \_\_\_\_\_ State # \_\_\_\_\_  
 State CA  
 Expiration Date of Certification or License 11/26/2008

ADDRESS OF PROPERTY APPRAISED  
1125 DEL MAR COURT  
MODESTO, CA 95354-3720  
 APPRAISED VALUE OF SUBJECT PROPERTY \$ 145,000

LENDER/CLIENT  
 Name AMY  
 Company Name G3 ENTERPRISES, INC  
 Company Address 502 E WHITMORE AVENUE, MODESTO, CA  
95358  
 Email Address \_\_\_\_\_

**SUPERVISORY APPRAISER (ONLY IF REQUIRED)**

Signature \_\_\_\_\_  
 Name \_\_\_\_\_  
 Company Name \_\_\_\_\_  
 Company Address \_\_\_\_\_  
 Telephone Number \_\_\_\_\_  
 Email Address \_\_\_\_\_  
 Date of Signature \_\_\_\_\_  
 State Certification # \_\_\_\_\_  
 or State License # \_\_\_\_\_  
 State \_\_\_\_\_  
 Expiration Date of Certification or License \_\_\_\_\_

**SUBJECT PROPERTY**

- Did not inspect subject property  
 Did inspect exterior of subject property from street  
 Date of Inspection \_\_\_\_\_  
 Did inspect interior and exterior of subject property  
 Date of Inspection \_\_\_\_\_

**COMPARABLE SALES**

- Did not inspect exterior of comparable sales from street  
 Did inspect exterior of comparable sales from street  
 Date of Inspection \_\_\_\_\_

# Uniform Residential Appraisal Report

GALLO  
File # 13,934

FEATURE	SUBJECT	COMPARABLE SALE # 4			COMPARABLE SALE # 5			COMPARABLE SALE # 6		
Address	1125 DEL MAR COURT MODESTO, CA 95354-3720	735 BENSON AVENUE MODESTO			257 S SANTA CRUZ AVENUE MODESTO					
Proximity to Subject		0.44 miles			0.18 miles					
Sale Price	\$ N/A	\$ 99,000			\$ 150,000					
Sale Price/Gross Liv. Area	\$ sq.ft.	\$ 129.58 sq.ft.			\$ 165.56 sq.ft.			\$ sq.ft.		
Data Source(s)		MLS # 60121121			MLS # 70071926					
Verification Source(s)										
<b>VALUE ADJUSTMENTS</b>	<b>DESCRIPTION</b>	<b>DESCRIPTION</b>	<b>+(-) \$ Adjustment</b>	<b>DESCRIPTION</b>	<b>+(-) \$ Adjustment</b>	<b>DESCRIPTION</b>	<b>+(-) \$ Adjustment</b>	<b>DESCRIPTION</b>	<b>+(-) \$ Adjustment</b>	
Sales or Financing Concessions		N/A		LESS 5% LP ACTIVE	-8,000					
Date of Sale/Time		SALE		LISTING						
Location	AVERAGE	AVERAGE		AVERAGE						
Leasehold/Fee Simple	Fee Simple	FEE SIMPLE		FEE SIMPLE						
Site	6,680 Sq.Ft.	8190 SF	-2,500	11326 SF	-6,000					
View	NONE	NONE		NONE						
Design (Style)	AVERAGE	AVERAGE		AVERAGE						
Quality of Construction	AVERAGE	AVERAGE		AVERAGE						
Actual Age	61 YEARS	61 YEARS		86 YEARS	0					
Condition	AVERAGE	VERY POOR	+45,000	SL.INFERIOR	+15,000					
Above Grade	Total Bdrms. Baths	Total Bdrms. Baths		Total Bdrms. Baths		Total Bdrms. Baths		Total Bdrms. Baths		
Room Count	5 2 1	4 2 1		4 2 1						
Gross Living Area	860 sq.ft.	764 sq.ft.	+3,100	906 sq.ft.	-1,500				0	
Basement & Finished Rooms Below Grade	N/A	N/A		N/A						
Functional Utility	TYPICAL	TYPICAL		TYPICAL						
Heating/Cooling	WALL/NONE	NONE	+1,000	WALL/NONE						
Energy Efficient Items	AVERAGE	AVERAGE		AVERAGE						
Garage/Carport	1 CAR GARAG	1 CAR GARAG	0	NONE	+1,000					
Porch/Patio/Deck	PORCH/PATIO	PORCH/PATIO		PORCH/PATIO						
APPLIANCES	AVERAGE	AVERAGE		AVERAGE						
LANDSCAPING	AVG.LANDSCP	AVG.LANDSCP		AVG.LANDSCP						
AMENITIES	AVERAGE	AVERAGE		AVERAGE						
Net Adjustment (Total)		<input checked="" type="checkbox"/> + <input type="checkbox"/> -	\$ 46,600	<input checked="" type="checkbox"/> + <input type="checkbox"/> -	\$ 500	<input type="checkbox"/> + <input type="checkbox"/> -	\$			
Adjusted Sale Price of Comparables		Net 47.1 % Gross 52.1 %	\$ 145,600	Net 0.3 % Gross 21.0 %	\$ 150,500	Net % Gross %	\$			
Report the results of the research and analysis of the prior sale or transfer history of the subject property and comparable sales (report additional prior sales on page 3).										
ITEM	SUBJECT	COMPARABLE SALE # 4			COMPARABLE SALE # 5			COMPARABLE SALE # 6		
Date of Prior Sale/Transfer	NONE	NONE			NONE					
Price of Prior Sale/Transfer	NONE	NONE			NONE					
Data Source(s)	MLS, METROSCAN	MLS, METROSCAN			MLS, METROSCAN					
Effective Date of Data Source(s)	7/15/2007	7/15/2007			7/15/2007					
Analysis of prior sale or transfer history of the subject property and comparable sales										
Analysis/Comments										

**Supplemental Addendum**

File No. 13,934

Borrower/Client	HABITAT		
Property Address	1125 DEL MAR COURT		
City	MODESTO	County	STANISLAUS
		State	CA
		Zip Code	95354-3720
Lender	G3 ENTERPRISES, INC		

- **NEIGHBORHOOD COMMENTS**

SUBJECT IS PART OF A RESIDENTIAL NEIGHBORHOOD OF MODESTO WHICH IS MADE UP OF MOSTLY ONE STORY AVERAGE QUALITY HOMES, THE HOMES IN THE IMMEDIATE NEIGHBORHOOD ARE GENERALLY WELL MAINTAINED, SCHOOLS AND SHOPPING ARE RELATIVELY CONVENIENT. EMPLOYMENT OPPORTUNITIES ARE RELATIVELY STABLE. THERE IS ALSO A WIDE RANGE OF OPPORTUNITIES WITHIN 30 MINUTES TO 1 1/2 HOURS AWAY. PUBLIC TRANSPORTATION CONSISTS OF PRIVATE TAXIS AND PUBLIC BUSES. PUBLIC UTILITIES ARE READILY AVAILABLE. PROPERTIES IN THE NEIGHBORHOOD EXHIBIT AN AVERAGE LEVEL OF COMPATIBILITY AND GENERAL APPEARANCE. A VARIETY OF RECREATIONAL FACILITIES SERVE THE COMMUNITY. SUBJECT NEIGHBORHOOD RECEIVES AN AVERAGE LEVEL OF PROTECTION AGAINST CRIME, FIRE AND OTHER DETRIMENTAL CONDITIONS THROUGH PUBLIC AGENCIES. APPEAL OF THE PROPERTIES IN THE NEIGHBORHOOD ARE CONSIDERED AVERAGE.

- **GENERAL MARKET**

SUBJECT'S MARKET CONDITIONS APPEAR TO BE STABLE WITH SUPPLY GENERALLY GREATER THAN DEMAND WITH DECLINING PROPERTY VALUES. MARKETING TIME IS TYPICALLY ONE TO SIX MONTHS. SELLER CONCESSIONS ARE UNUSUAL IN THIS MARKET WITH THE OCCASIONAL EXCEPTION OF THE SELLER'S PAYING OF BUYER'S NORMAL NON-RECURRING CLOSING COSTS. WHEN CONCESSIONS DO OCCUR THEY ARE GENERALLY NOMINAL AND HAVE LITTLE INFLUENCE ON VALUE.

- **SITE COMMENTS**

THE SUBJECT SITE HAS BEEN IMPROVED WITH MINIMAL LANDSCAPING. THERE ARE NORMAL PUBLIC UTILITIES AND SETBACK LINES. NO ADVERSE EASEMENT OR ENCUMBRANCES ARE APPARENT. ZONING IS FOR RESIDENTIAL PURPOSES AND IMPROVEMENTS APPEAR TO CONFORM TO ALL ZONING LAWS. THE SUBJECT IS NOT LOCATED WITHIN THE BOUNDARIES OF A SPECIAL STUDIES ZONE AS DEFINED IN THE LANGUAGE OF THE ALQUIST-PRIOLO SPECIAL STUDIES ACT OF 1977, AND NO SOIL PROBLEMS OF ANY KIND ARE APPARENT ON OR AROUND THE SITE. SUBJECT IS NOT LOCATED WITHIN A SPECIAL FLOOD AREA AS IDENTIFIED BY MAPS ISSUED BY THE FEDERAL EMERGENCY MANAGEMENT AGENCY. THIS APPRAISER HAS CONSIDERED THE HIGHEST AND BEST USE OF THE PROPERTY APPRAISED AND IT IS HIS OPINION THAT THE HIGHEST AND BEST USE IS THE CURRENT USE AT THIS TIME AND IN THE FORESEEABLE FUTURE. THIS OPINION HAS BEEN BASED UPON TAKEN INTO CONSIDERATION THE FOLLOWING FACTORS: 1) THE EXISTING LAND USE REGULATIONS, 2) THE POTENTIAL FOR MODIFICATIONS FOR SUCH LAND USE REGULATIONS, 3) ECONOMIC DEMAND, 4) THE PHYSICAL ADAPTABILITY OF THE SUBJECT, 5) THE NEIGHBORHOOD TRENDS, 6) THE OPTIMAL USAGE OF THE PROPERTY.

- **DEPRECIATION**

SUBJECT'S DEPRECIATION IS BASED ON THE AGE/LIFE METHOD. ROOF APPEARS TO BE IN FAIR CONDITION. SUBJECT'S INTERIOR IS IN OVERALL AVERAGE CONDITION. ROOM SIZES ARE AVERAGE AND FINISH WORK IS AVERAGE QUALITY. OVERALL APPEAL IS AVERAGE. THIS APPRAISER IS NOT QUALIFIED TO DETECT TOXIC SUBSTANCES SUCH AS ASBESTOS, UREA-FORMALDEHYDE INSULATION, OR OTHER POTENTIAL HAZARDOUS MATERIALS AND MAKES NO STATEMENT NOR ASSUMES RESPONSIBILITY FOR SUCH "UNDETECTABLE" CONDITIONS.

- **COMMENTS ON COST APPROACH**

THE RATIO BETWEEN VALUE OF LAND AND IMPROVEMENTS IS TYPICAL OF THIS AREA. LAND VALUE IS BY THE ABSTRACTION METHOD. SITE IMPROVEMENTS INCLUDES DEPRECIATED COST OF GARAGE.

- **COMMENTS ON SALES COMPARISON**

ALL COMPS ARE HOMES OF SIMILAR QUALITY AND AGE AS THE SUBJECT FROM THE SUBJECT'S IMMEDIATE NEIGHBORHOOD. ALL COMPS VARIED IN LOT SIZE FROM THE SUBJECT, SITE ADJUSTMENTS WERE MADE ACCORDINGLY. ALL COMPS VARIED IN CONDITION FROM THE SUBJECT; SUBSEQUENTLY, ALL COMPS NEEDED A CONDITION ADJUSTMENT. CONDITION WAS EVIDENCED WITH A DRIVE BY INSPECTION AND AGENT COMMENTS AND ADJUSTMENTS WERE MADE ACCORDINGLY. COMPS 1 - 3 ARE CONFIRMED CLOSED SALES, WHILE COMP 4 IS A PENDING SALE AND COMP 5 IS AN ACTIVE LISTING. THE FOLLOWING ARE THE DATA SOURCES UTILIZED TO CONFIRM THE CLOSINGS: LOCAL MLS AND METROSCAN. ALL COMPS WERE GIVEN EQUAL CONSIDERATION.

- **COMMENTS AND CONDITIONS OF APPRAISAL**

THIS IS AN APPRAISAL REPORT COMPLETED TO ESTABLISH MARKET VALUE OF THE SUBJECT FOR MORTGAGE PURPOSES. IT HAS BEEN COMPLETED IN SUCH A MANNER AS TO COMPLY WITH CURRENT FNMA AND FHLMC GUIDELINES. THIS APPRAISER HAS RESEARCHED SUBJECT'S POTENTIAL SALES HISTORY FOR A PERIOD OF THREE YEARS UTILIZING DATA PROVIDED BY METROSCAN AND LOCAL MULTIPLE LISTING SERVICE. ALL APPLICABLE INFORMATION KNOWN TO THIS APPRAISER CONCERNING THE SUBJECT DURING THIS PERIOD HAS BEEN REVEALED IN THIS REPORT.

**Supplemental Addendum**

File No. 13,934

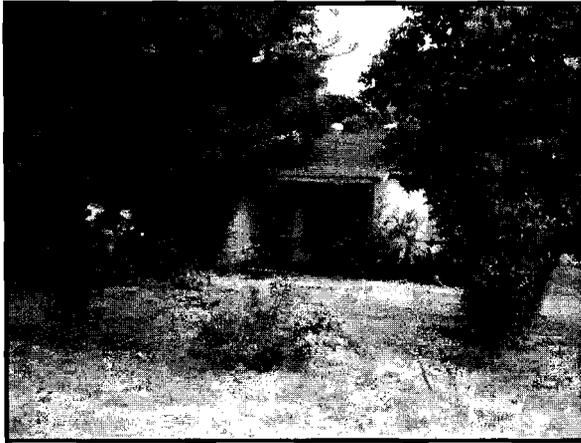
Borrower/Client	HABITAT						
Property Address	1125 DEL MAR COURT						
City	MODESTO	County	STANISLAUS	State	CA	Zip Code	95354-3720
Lender	G3 ENTERPRISES, INC						

• **FINAL RECONCILIATION**

THE MARKET APPROACH BEING THE MOST RELIABLE APPROACH FOR DETERMINING THE VALUE FOR SINGLE FAMILY HOMES IS GIVEN THE PRIMARY CONSIDERATION IN THE FINAL RECONCILIATION. THE INCOME APPROACH IS NOT UTILIZED DUE TO THE LACK OF AVAILABILITY OF RENTAL DATA. THE COST APPROACH IS UTILIZED, BUT IS A LAND RESIDUAL APPROACH WITH LAND DETERMINED BY ABSTRACTION.

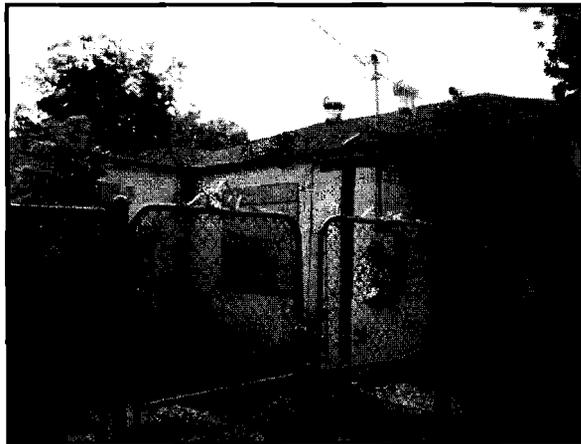
**Subject Photo Page**

Borrower/Client HABITAT			
Property Address 1125 DEL MAR COURT			
City MODESTO	County STANISLAUS	State CA	Zip Code 95354-3720
Lender G3 ENTERPRISES, INC			



**Subject Front**

1125 DEL MAR COURT  
 Sales Price N/A  
 Gross Living Area 860  
 Total Rooms 5  
 Total Bedrooms 2  
 Total Bathrooms 1  
 Location AVERAGE  
 View NONE  
 Site 6,680 Sq.Ft.  
 Quality AVERAGE  
 Age 61 YEARS



**Subject Rear**



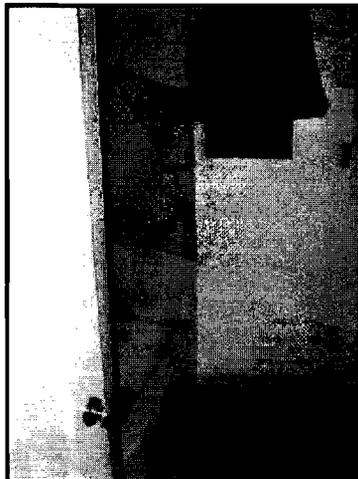
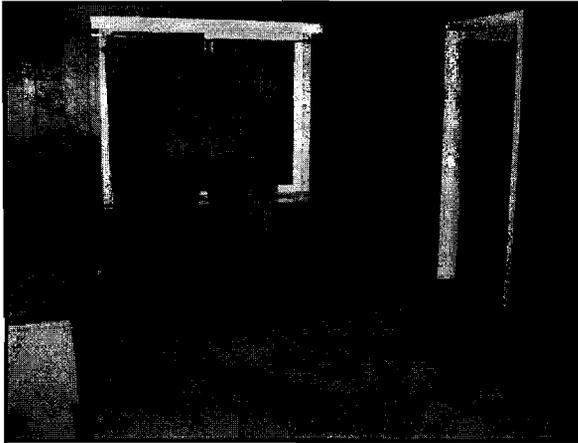
**Subject Street**

### Subject Photo Page

Borrower/Client HABITAT			
Property Address 1125 DEL MAR COURT			
City MODESTO	County STANISLAUS	State CA	Zip Code 95354-3720
Lender G3 ENTERPRISES, INC			

#### Subject Interior

1125 DEL MAR COURT  
Sales Price N/A  
Gross Living Area 860  
Total Rooms 5  
Total Bedrooms 2  
Total Bathrooms 1  
Location AVERAGE  
View NONE  
Site 6,680 Sq.Ft.  
Quality AVERAGE  
Age 61 YEARS

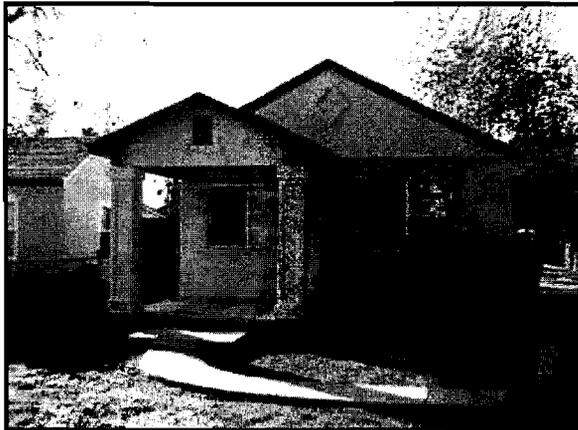


**Comparable Photo Page**

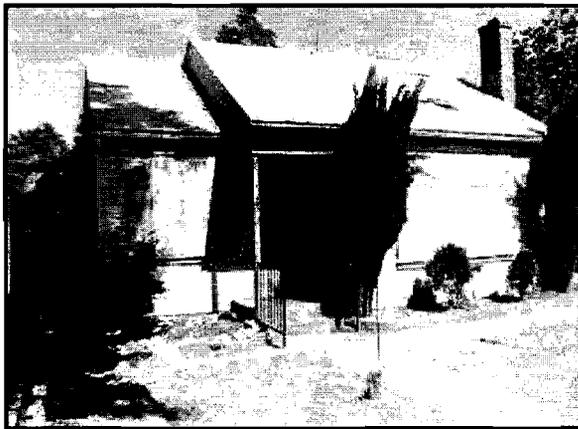
Borrower/Client HABITAT			
Property Address 1125 DEL MAR COURT			
City MODESTO	County STANISLAUS	State CA	Zip Code 95354-3720
Lender G3 ENTERPRISES, INC			

**Comparable 1**

807 KERR AVENUE  
 Prox. to Subject 0.58 miles  
 Sale Price 122,500  
 Gross Living Area 650  
 Total Rooms 4  
 Total Bedrooms 2  
 Total Bathrooms 1  
 Location AVERAGE  
 View NONE  
 Site 6534 SF  
 Quality AVERAGE  
 Age 52 YEARS

**Comparable 2**

405 THRASHER AVENUE  
 Prox. to Subject 0.39 miles  
 Sale Price 189,000  
 Gross Living Area 872  
 Total Rooms 4  
 Total Bedrooms 2  
 Total Bathrooms 1  
 Location AVERAGE  
 View NONE  
 Site 7841 SF  
 Quality AVERAGE  
 Age 51 YEARS

**Comparable 3**

334 BURNEY STREET  
 Prox. to Subject 0.88 miles  
 Sale Price 108,000  
 Gross Living Area 852  
 Total Rooms 4  
 Total Bedrooms 2  
 Total Bathrooms 1  
 Location AVERAGE  
 View NONE  
 Site 4356 SF  
 Quality AVERAGE  
 Age 67 YEARS

**Comparable Photo Page**

Borrower/Client HABITAT			
Property Address 1125 DEL MAR COURT			
City MODESTO	County STANISLAUS	State CA	Zip Code 95354-3720
Lender G3 ENTERPRISES, INC			

**Comparable 4**

735 BENSON AVENUE  
 Prox. to Subject 0.44 miles  
 Sale Price 99,000  
 Gross Living Area 764  
 Total Rooms 4  
 Total Bedrooms 2  
 Total Bathrooms 1  
 Location AVERAGE  
 View NONE  
 Site 8190 SF  
 Quality AVERAGE  
 Age 61 YEARS

**Comparable 5**

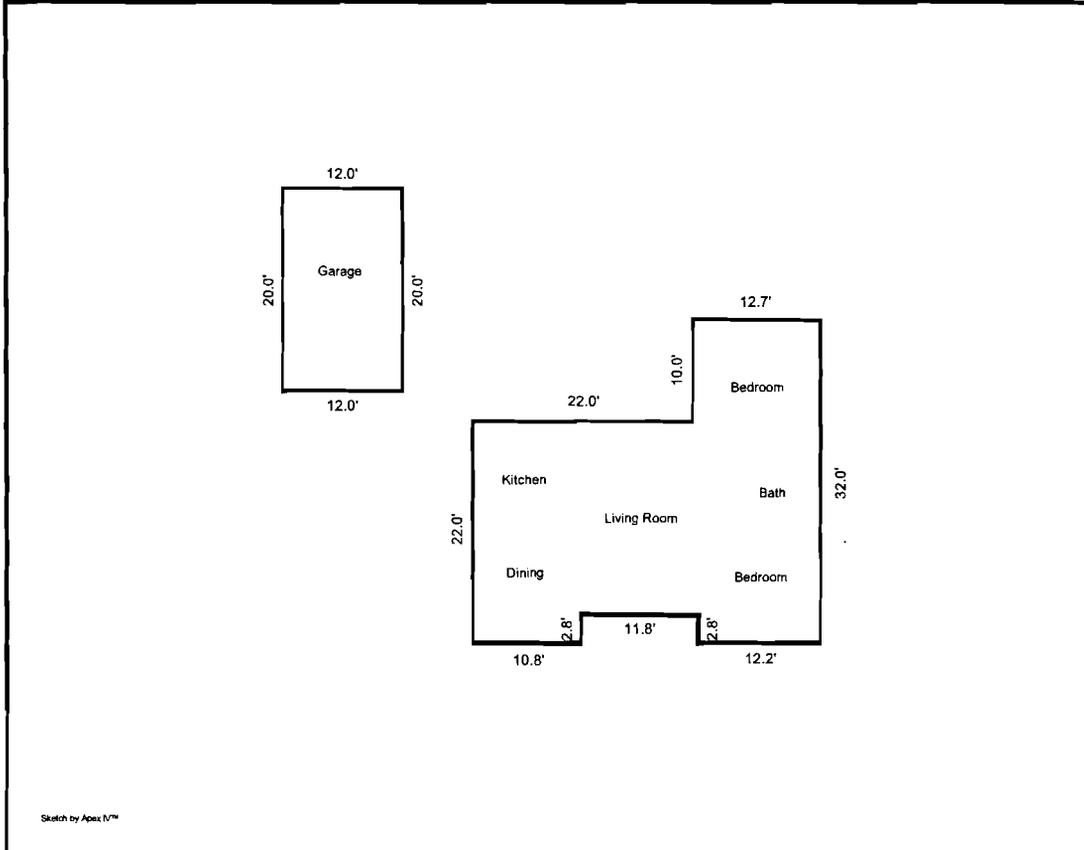
257 S SANTA CRUZ AVENUE  
 Prox. to Subject 0.18 miles  
 Sale Price 150,000  
 Gross Living Area 906  
 Total Rooms 4  
 Total Bedrooms 2  
 Total Bathrooms 1  
 Location AVERAGE  
 View NONE  
 Site 11326 SF  
 Quality AVERAGE  
 Age 86 YEARS

**Comparable 6**

Prox. to Subject  
 Sale Price  
 Gross Living Area  
 Total Rooms  
 Total Bedrooms  
 Total Bathrooms  
 Location  
 View  
 Site  
 Quality  
 Age

**Building Sketch (Page - 1)**

Borrower/Client HABITAT			
Property Address 1125 DEL MAR COURT			
City MODESTO	County STANISLAUS	State CA	Zip Code 95354-3720
Lender G3 ENTERPRISES, INC			



Comments:

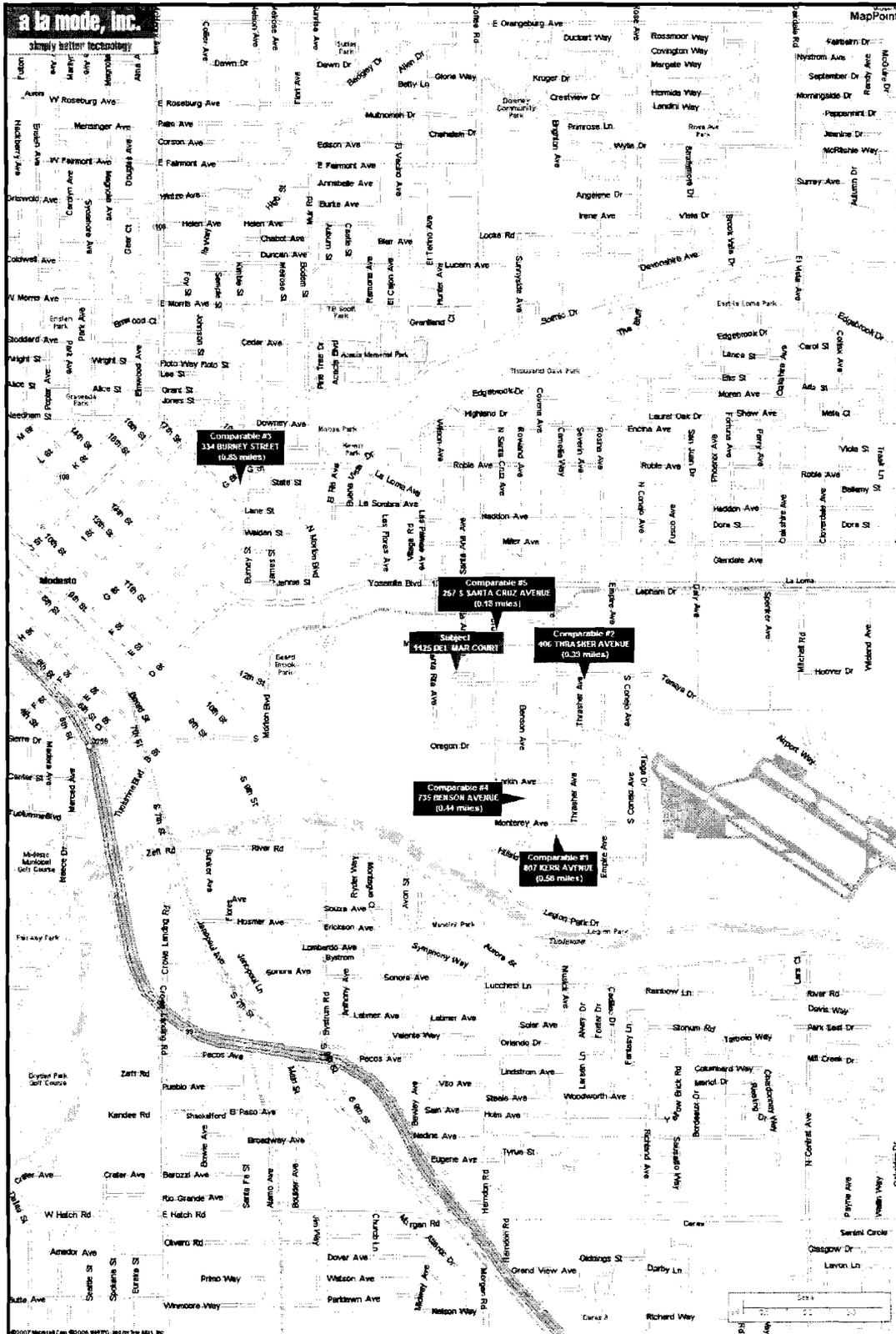
AREA CALCULATIONS SUMMARY			
Code	Description	Net Size	Net Totals
CLAL	First Floor	859.7	859.7
GAR	Garage	240.0	240.0
Net LIVABLE Area		(Rounded)	860

LIVING AREA BREAKDOWN		
Breakdown		Subtotals
First Floor		
19.3 x	34.8	668.9
2.8 x	10.8	29.6
2.8 x	12.3	33.7
10.0 x	12.8	127.5
4 Items		(Rounded) 860



### Location Map

Borrower/Client	HABITAT		
Property Address	1125 DEL MAR COURT		
City	MODESTO	County	STANISLAUS
		State	CA
		Zip Code	95354-3720
Lender	G3 ENTERPRISES, INC		



<p><b>FROM:</b>                  ANDY                  STANISLAUS APPRAISERS                  P.O. BOX 1993                  CERES, CA 95307</p> <p>Telephone Number: (209)537-5331      Fax Number: (209)537-2767</p>	<h2 style="margin: 0;">INVOICE</h2> <table border="1" style="width: 100%; border-collapse: collapse; margin-top: 5px;"> <tr> <th style="text-align: center;">INVOICE NUMBER</th> </tr> <tr> <td style="text-align: center;">13,934</td> </tr> <tr> <th style="text-align: center;">DATE</th> </tr> <tr> <td style="text-align: center;">7/25/2007</td> </tr> <tr> <th style="text-align: center;">REFERENCE</th> </tr> <tr> <td>Internal Order #: 13,934</td> </tr> <tr> <td>Lender Case #: GALLO</td> </tr> <tr> <td>Client File #:</td> </tr> <tr> <td>Main File # on form: 13,934</td> </tr> <tr> <td>Other File # on form: GALLO</td> </tr> <tr> <td>Federal Tax ID: 47-0853127</td> </tr> <tr> <td>Employer ID:</td> </tr> </table>	INVOICE NUMBER	13,934	DATE	7/25/2007	REFERENCE	Internal Order #: 13,934	Lender Case #: GALLO	Client File #:	Main File # on form: 13,934	Other File # on form: GALLO	Federal Tax ID: 47-0853127	Employer ID:
INVOICE NUMBER													
13,934													
DATE													
7/25/2007													
REFERENCE													
Internal Order #: 13,934													
Lender Case #: GALLO													
Client File #:													
Main File # on form: 13,934													
Other File # on form: GALLO													
Federal Tax ID: 47-0853127													
Employer ID:													
<p><b>TO:</b>                  AMY                  G3 ENTERPRISES, INC                  502 E WHITMORE AVENUE                  MODESTO, CA 95358</p> <p>Telephone Number: 341 7006      Fax Number: 572 4306                  Alternate Number:      E-Mail:</p>													
DESCRIPTION													
<p>Lender: G3 ENTERPRISES, INC      Client: G3 ENTERPRISES, INC                  Purchaser/Borrower: HABITAT                  Property Address: 1125 DEL MAR COURT                  City: MODESTO                  County: STANISLAUS      State: CA      Zip: 95354-3720                  Legal Description: LOT 7 BLK 2050 BUCK TRACT</p>													
FEES	AMOUNT												
Full Appraisal	275.00												
<b>SUBTOTAL</b>	<b>275.00</b>												
PAYMENTS	AMOUNT												
Check #:      Date:      Description: Check #:      Date:      Description: Check #:      Date:      Description:													
<b>SUBTOTAL</b>													
<b>TOTAL DUE</b>	<b>\$ 275.00</b>												

# Uniform Residential Appraisal Report

GALLO  
File # 13,933

The purpose of this summary appraisal report is to provide the lender/client with an accurate, and adequately supported, opinion of the market value of the subject property.

Property Address 1114 TENAYA DRIVE City MODESTO State CA Zip Code 95354-3720  
 Borrower HABITAT Owner of Public Record GALLO County STANISLAUS  
 Legal Description LOT 3 BLK 2049 EMERICH TRACT  
 Assessor's Parcel # 035-012-009 Tax Year 06/07 R.E. Taxes \$ 843.74  
 Neighborhood Name EMERICH TRACT Map Reference 548 D2 Census Tract 0021.00  
 Occupant  Owner  Tenant  Vacant Special Assessments \$ 0.00  PUD HOA \$ N/A  per year  per month  
 Property Rights Appraised  Fee Simple  Leasehold  Other (describe)  
 Assignment Type  Purchase Transaction  Refinance Transaction  Other (describe) TRANSFER/TAX PURPOSES  
 Lender/Client G3 ENTERPRISES, INC Address 502 E WHITMORE AVENUE, MODESTO, CA 95358  
 Is the subject property currently offered for sale or has it been offered for sale in the twelve months prior to the effective date of this appraisal?  Yes  No  
 Report data source(s) used, offering price(s), and date(s). MLS

I  did  did not analyze the contract for sale for the subject purchase transaction. Explain the results of the analysis of the contract for sale or why the analysis was not performed.

Contract Price \$ N/A Date of Contract N/A Is the property seller the owner of public record?  Yes  No Data Source(s) METROSCAN  
 Is there any financial assistance (loan charges, sale concessions, gift or downpayment assistance, etc.) to be paid by any party on behalf of the borrower?  Yes  No  
 If Yes, report the total dollar amount and describe the items to be paid. N/A

**Note: Race and the racial composition of the neighborhood are not appraisal factors.**

Neighborhood Characteristics			One-Unit Housing Trends			One-Unit Housing		Present Land Use %		
Location <input type="checkbox"/> Urban <input checked="" type="checkbox"/> Suburban <input type="checkbox"/> Rural	Property Values <input type="checkbox"/> Increasing <input type="checkbox"/> Stable <input checked="" type="checkbox"/> Declining	PRICE	AGE	One-Unit	90 %					
Built-Up <input checked="" type="checkbox"/> Over 75% <input type="checkbox"/> 25-75% <input type="checkbox"/> Under 25%	Demand/Supply <input type="checkbox"/> Shortage <input type="checkbox"/> In Balance <input checked="" type="checkbox"/> Over Supply	\$ (000)	(yrs)	2-4 Unit	5 %					
Growth <input type="checkbox"/> Rapid <input checked="" type="checkbox"/> Stable <input type="checkbox"/> Slow	Marketing Time <input type="checkbox"/> Under 3 mths <input checked="" type="checkbox"/> 3-6 mths <input type="checkbox"/> Over 6 mths	100	Low	2	Multi-Family	0 %				
Neighborhood Boundaries YOSEMITE BLVD. TO THE NORTH, DRY CREEK TO THE WEST, TUOLUMNE RIVER TO THE SOUTH AND TIOGA DRIVE TO THE EAST.						300	High	80	Commercial	0 %
Neighborhood Description ** SEE "NEIGHBORHOOD COMMENTS" ADDENDA **						190	Pred.	55	Other	5 %

Market Conditions (including support for the above conclusions) \*\* SEE "GENERAL MARKET" ADDENDA \*\*

Dimensions 42.5' X 130' Area 5,525 Sq.Ft. Shape RECTANGULAR View NONE  
 Specific Zoning Classification R-1 Zoning Description RESIDENTIAL  
 Zoning Compliance  Legal  Legal Nonconforming (Grandfathered Use)  No Zoning  Illegal (describe)  
 Is the highest and best use of subject property as improved (or as proposed per plans and specifications) the present use?  Yes  No If No, describe

Utilities	Public	Other (describe)	Public	Other (describe)	Off-site Improvements - Type	Public	Private
Electricity	<input checked="" type="checkbox"/>	<input type="checkbox"/>	Water	<input checked="" type="checkbox"/>	Street ASPHALT	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Gas	<input checked="" type="checkbox"/>	<input type="checkbox"/>	Sanitary Sewer	<input checked="" type="checkbox"/>	Alley DIRT	<input checked="" type="checkbox"/>	<input type="checkbox"/>

FEMA Special Flood Hazard Area  Yes  No FEMA Flood Zone X FEMA Map # 0603840290B FEMA Map Date 5/7/2001  
 Are the utilities and off-site improvements typical for the market area?  Yes  No If No, describe  
 Are there any adverse site conditions or external factors (easements, encroachments, environmental conditions, land uses, etc.)?  Yes  No If Yes, describe  
 \* SEE SITE COMMENT SECTION \*

General Description	Foundation	Exterior Description	materials/condition	Interior	materials/condition
Units <input checked="" type="checkbox"/> One <input type="checkbox"/> One with Accessory Unit	<input type="checkbox"/> Concrete Slab <input checked="" type="checkbox"/> Crawl Space	Foundation Walls	CONCRETE-AVG	Floors	WOOD/FAIR
# of Stories ONE	<input type="checkbox"/> Full Basement <input type="checkbox"/> Partial Basement	Exterior Walls	WOOD-FAIR	Walls	PLASTER/FAIR
Type <input checked="" type="checkbox"/> Det. <input type="checkbox"/> Att. <input type="checkbox"/> S-Det./End Unit	Basement Area N/A sq.ft.	Roof Surface	COMP-FAIR	Trim/Finish	WOOD/FAIR
<input checked="" type="checkbox"/> Existing <input type="checkbox"/> Proposed <input type="checkbox"/> Under Const.	Basement Finish	% Gutters & Downspouts	NONE	Bath Floor	VINYL/FAIR
Design (Style) AVERAGE	<input type="checkbox"/> Outside Entry/Exit <input type="checkbox"/> Sump Pump	Window Type	DB.HUNG-FAIR	Bath Wainscot	NONE
Year Built 1947	Evidence of <input type="checkbox"/> Infestation NONE NO	Storm Sash/Insulated	NONE	Car Storage	<input type="checkbox"/> None
Effective Age (Yrs) 40 YEARS	<input type="checkbox"/> Dampness <input type="checkbox"/> Settlement	Screens	NONE	<input checked="" type="checkbox"/> Driveway	# of Cars 1
Attic <input type="checkbox"/> None	Heating <input type="checkbox"/> FWA <input type="checkbox"/> HWBB <input type="checkbox"/> Radiant	Amenities	<input type="checkbox"/> Woodstove(s) #	Driveway Surface	GRAVEL
<input type="checkbox"/> Drop Stair <input type="checkbox"/> Stairs	<input checked="" type="checkbox"/> Other WALL Fuel	Fireplace(s) #	<input checked="" type="checkbox"/> Fence	Garage	# of Cars 1
<input type="checkbox"/> Floor <input checked="" type="checkbox"/> Scuttle	Cooling <input type="checkbox"/> Central Air Conditioning	Patio/Deck	<input type="checkbox"/> Porch	Carport	# of Cars
<input type="checkbox"/> Finished <input type="checkbox"/> Heated	<input type="checkbox"/> Individual <input type="checkbox"/> Other	Pool	<input type="checkbox"/> Other	<input checked="" type="checkbox"/> Att.	<input type="checkbox"/> Det. <input type="checkbox"/> Built-in
Appliances <input type="checkbox"/> Refrigerator <input checked="" type="checkbox"/> Range/Oven <input type="checkbox"/> Dishwasher <input checked="" type="checkbox"/> Disposal <input type="checkbox"/> Microwave <input type="checkbox"/> Washer/Dryer <input type="checkbox"/> Other (describe)					
Finished area above grade contains: 5 Rooms 2 Bedrooms 1 Bath(s) 827 Square Feet of Gross Living Area Above Grade					
Additional features (special energy efficient items, etc.). ** SEE "ADDITIONAL FEATURES" ADDENDUM **					
Describe the condition of the property (including needed repairs, deterioration, renovations, remodeling, etc.). ** SEE "DEPRECIATION" ADDENDUM**					
Are there any physical deficiencies or adverse conditions that affect the livability, soundness, or structural integrity of the property? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No If Yes, describe					
Does the property generally conform to the neighborhood (functional utility, style, condition, use, construction, etc.)? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No If No, describe					

# Uniform Residential Appraisal Report

GALLO  
File # 13,933

There are 8 comparable properties currently offered for sale in the subject neighborhood ranging in price from \$ 130,000 to \$ 250,000	
There are 4 comparable sales in the subject neighborhood within the past twelve months ranging in sale price from \$ 90,000 to \$ 230,000	
FEATURE	SUBJECT      COMPARABLE SALE # 1      COMPARABLE SALE # 2      COMPARABLE SALE # 3
Address	1114 TENAYA DRIVE MODESTO, CA 95354-3720      807 KERR AVENUE MODESTO      405 THRASHER AVENUE MODESTO      334 BURNEY STREET MODESTO
Proximity to Subject	0.55 miles      0.38 miles      0.91 miles
Sale Price	\$ N/A      \$ 122,500      \$ 189,000      \$ 108,000
Sale Price/Gross Liv. Area	\$ sq.ft. \$ 188.46 sq.ft.      \$ 216.74 sq.ft.      \$ 126.76 sq.ft.
Data Source(s)	DOC # 46278      DOC # 44595      ESC # 7051273
Verification Source(s)	MLS # 70021468      MLS # 70000352      MLS # 70051304
VALUE ADJUSTMENTS	DESCRIPTION      DESCRIPTION      +(-) \$ Adjustment      DESCRIPTION      +(-) \$ Adjustment      DESCRIPTION      +(-) \$ Adjustment
Sales or Financing Concessions	CONV NONE KNOWN      CONV NONE KNOWN      CONV NONE KNOWN
Date of Sale/Time	4/16/07 COE      4/6/07 COE      7/17/07 COE
Location	AVERAGE      AVERAGE      AVERAGE
Leasehold/Fee Simple	Fee Simple      Fee Simple      Fee Simple
Site	5,525 Sq.Ft.      6534 SF      -1,000      7841 SF      -2,000      4356 SF      +1,000
View	NONE      NONE      NONE      NONE      NONE
Design (Style)	AVERAGE      AVERAGE      AVERAGE
Quality of Construction	AVERAGE      AVERAGE      AVERAGE
Actual Age	61 YEARS      52 YEARS      0 51 YEARS      0 67 YEARS      0
Condition	FAIR      FAIR      SUPERIOR      -50,000      INFERIOR      +15,000
Above Grade Room Count	Total Bdrms. Baths      Total Bdrms. Baths      Total Bdrms. Baths
Gross Living Area	827 sq.ft.      650 sq.ft.      +5,700      872 sq.ft.      -1,400      852 sq.ft.      -800
Basement & Finished Rooms Below Grade	N/A      NONE      NONE      NONE      NONE
Functional Utility	TYPICAL      TYPICAL      TYPICAL
Heating/Cooling	WALL/NONE      WA/NONE      FLOOR/NONE      WALL/WALL
Energy Efficient Items	AVERAGE      AVERAGE      AVERAGE
Garage/Carport	1 CAR GARAG      OPEN PARKIN      +2,000      OPEN PARKIN      +2,000      OPEN PARKIN      +2,000
Porch/Patio/Deck	PORCH/PATIO      PORCH/PATIO      PORCH/PATIO      PORCH/PATIO
APPLIANCES	AVERAGE      AVERAGE      AVERAGE
LANDSCAPING	AVG.LANDSCP      AVG.LANDSCP      AVG.LANDSCP      AVG.LANDSCP
AMENITIES	AVERAGE      AVERAGE      AVERAGE
Net Adjustment (Total)	\$ 6,700      \$ 51,400      \$ 17,200
Adjusted Sale Price of Comparables	Net Adj. 5.5%      Net Adj. 27.2%      Net Adj. 15.9%
	Gross Adj. 7.1%      Gross Adj. 29.3%      Gross Adj. 17.4%
<input checked="" type="checkbox"/> did <input type="checkbox"/> did not research the sale or transfer history of the subject property and comparable sales. If not, explain	
My research <input type="checkbox"/> did <input checked="" type="checkbox"/> did not reveal any prior sales or transfers of the subject property for the three years prior to the effective date of this appraisal.	
Data Source(s) MLS, METROSCAN	
My research <input type="checkbox"/> did <input checked="" type="checkbox"/> did not reveal any prior sales or transfers of the comparable sales for the year prior to the date of sale of the comparable sale.	
Data Source(s) MLS, METROSCAN	
Report the results of the research and analysis of the prior sale or transfer history of the subject property and comparable sales (report additional prior sales on page 3).	
ITEM	SUBJECT      COMPARABLE SALE #1      COMPARABLE SALE #2      COMPARABLE SALE #3
Date of Prior Sale/Transfer	NONE      NONE      NONE      NONE
Price of Prior Sale/Transfer	NONE      NONE      NONE      NONE
Data Source(s)	MLS, METROSCAN      MLS, METROSCAN      MLS, METROSCAN      MLS, METROSCAN
Effective Date of Data Source(s)	7/15/2007      7/15/2007      7/15/2007      7/15/2007
Analysis of prior sale or transfer history of the subject property and comparable sales	
Summary of Sales Comparison Approach      ** SEE "SALES COMPARISON" ADDENDUM **	
Indicated Value by Sales Comparison Approach \$ 129,000	
Indicated Value by: Sales Comparison Approach \$ 129,000      Cost Approach (if developed) \$ 130,077      Income Approach (if developed) \$	
** SEE "FINAL RECONCILIATION" ADDENDUM **	
This appraisal is made <input checked="" type="checkbox"/> "as is", <input type="checkbox"/> subject to completion per plans and specifications on the basis of a hypothetical condition that the improvements have been completed, <input type="checkbox"/> subject to the following repairs or alterations on the basis of a hypothetical condition that the repairs or alterations have been completed, or <input type="checkbox"/> subject to the following required inspection based on the extraordinary assumption that the condition or deficiency does not require alteration or repair:      ** SEE "COMMENTS AND CONDITIONS" ADDENDUM **	
Based on a complete visual inspection of the interior and exterior areas of the subject property, defined scope of work, statement of assumptions and limiting conditions, and appraiser's certification, my (our) opinion of the market value, as defined, of the real property that is the subject of this report is \$ 129,000, as of 7/24/2007, which is the date of inspection and the effective date of this appraisal.	

# Uniform Residential Appraisal Report

GALLO  
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**Replacement cost figures used in the cost approach are for valuation purposes only. No one, client or third party, should rely on these figures for insurance purposes. The definitions of market value on page 4 of this report may not be consistent with definitions of insurable value.**

**The Intended User of this appraisal report is the Lender/Client. The Intended Use is to evaluate the property that is the subject of this appraisal for a mortgage finance transaction, subject to the Scope of Work, purpose of the appraisal, reporting requirements of this appraisal report form, and Definition of market value. No additional intended users are identified by the appraiser.**

**This appraisal is not a substitute for a Home Inspection. Appraisers ability to determine condition is severely limited by concealed or obscured items such as floor coverings, exterior siding, personal property and other items not moved in the normal course of the visual inspection. Not included in this inspection is the signs of infestation, subsurface items or items otherwise concealed or obscured. Furthermore, no inspection of attic or crawl spaces were performed. No activation of mechanical, electrical or plumbing devices was performed. If the client or other parties involved are concerned regarding the above mentioned items, a home inspection should be performed by a qualified home inspector.**

**This appraiser has not made any search relating to the proximity to adverse influences such as but not limited to: nearby criminal activity, registered sex offenders or interim rehab facilities.**

ADDITIONAL COMMENTS

**COST APPROACH TO VALUE (not required by Fannie Mae)**

Provide adequate information for the lender/client to replicate the below cost figures and calculations.  
Support for the opinion of site value (summary of comparable land sales or other methods for estimating site value) **HOME VALUE ONLY - \$33,077**

COST APPROACH

ESTIMATED <input type="checkbox"/> REPRODUCTION OR <input checked="" type="checkbox"/> REPLACEMENT COST NEW Source of cost data <b>MARSHALL &amp; SWIFT, LOCAL BUILDERS</b> Quality rating from cost service <b>AVG</b> Effective date of cost data <b>1/1/2007</b> Comments on Cost Approach (gross living area calculations, depreciation, etc.) ** SEE "COST ADDENDUM" "IMPROVEMENT SKETCH" **	OPINION OF SITE VALUE ..... = \$ <b>90,000</b> DWELLING 827 Sq.Ft. @ \$ 120.00 ..... = \$ <b>99,240</b> N/A Sq.Ft. @ \$ ..... = \$ ..... Garage/Carport 227 Sq.Ft. @ \$ 0.00 ..... = \$ ..... Total Estimate of Cost-New ..... = \$ <b>99,240</b> Less Physical Functional External Depreciation 66,163 ..... = \$( <b>66,163</b> ) Depreciated Cost of Improvements ..... = \$ <b>33,077</b> *As-is* Value of Site Improvements ..... = \$ <b>7,000</b> Estimated Remaining Economic Life (HUD and VA only) 20 Years <b>INDICATED VALUE BY COST APPROACH ..... = \$ 130,077</b>
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INCOME

**INCOME APPROACH TO VALUE (not required by Fannie Mae)**

Estimated Monthly Market Rent \$ **N/A** X Gross Rent Multiplier = \$ **Indicated Value by Income Approach**  
 Summary of Income Approach (including support for market rent and GRM)

PUD INFORMATION

**PROJECT INFORMATION FOR PUDs (if applicable)**

Is the developer/builder in control of the Homeowners' Association (HOA)?  Yes  No Unit type(s)  Detached  Attached  
 Provide the following information for PUDs ONLY if the developer/builder is in control of the HOA and the subject property is an attached dwelling unit.  
 Legal Name of Project  
 Total number of phases Total number of units N/A Total number of units sold  
 Total number of units rented Total number of units for sale Data source(s)  
 Was the project created by the conversion of existing building(s) into a PUD?  Yes  No If Yes, date of conversion.  
 Does the project contain any multi-dwelling units?  Yes  No Data Source  
 Are the units, common elements, and recreation facilities complete?  Yes  No If No, describe the status of completion.  
 Are the common elements leased to or by the Homeowners' Association?  Yes  No If Yes, describe the rental terms and options.  
 Describe common elements and recreational facilities. **SUBJECT IS NOT A PUD**

## Uniform Residential Appraisal Report

GALLO  
File # 13,933

This report form is designed to report an appraisal of a one-unit property or a one-unit property with an accessory unit; including a unit in a planned unit development (PUD). This report form is not designed to report an appraisal of a manufactured home or a unit in a condominium or cooperative project.

This appraisal report is subject to the following scope of work, intended use, intended user, definition of market value, statement of assumptions and limiting conditions, and certifications. Modifications, additions, or deletions to the intended use, intended user, definition of market value, or assumptions and limiting conditions are not permitted. The appraiser may expand the scope of work to include any additional research or analysis necessary based on the complexity of this appraisal assignment. Modifications or deletions to the certifications are also not permitted. However, additional certifications that do not constitute material alterations to this appraisal report, such as those required by law or those related to the appraiser's continuing education or membership in an appraisal organization, are permitted.

**SCOPE OF WORK:** The scope of work for this appraisal is defined by the complexity of this appraisal assignment and the reporting requirements of this appraisal report form, including the following definition of market value, statement of assumptions and limiting conditions, and certifications. The appraiser must, at a minimum: (1) perform a complete visual inspection of the interior and exterior areas of the subject property, (2) inspect the neighborhood, (3) inspect each of the comparable sales from at least the street, (4) research, verify, and analyze data from reliable public and/or private sources, and (5) report his or her analysis, opinions, and conclusions in this appraisal report.

**INTENDED USE:** The intended use of this appraisal report is for the lender/client to evaluate the property that is the subject of this appraisal for a mortgage finance transaction.

**INTENDED USER:** The intended user of this appraisal report is the lender/client.

**DEFINITION OF MARKET VALUE:** The most probable price which a property should bring in a competitive and open market under all conditions requisite to a fair sale, the buyer and seller, each acting prudently, knowledgeably and assuming the price is not affected by undue stimulus. Implicit in this definition is the consummation of a sale as of a specified date and the passing of title from seller to buyer under conditions whereby: (1) buyer and seller are typically motivated; (2) both parties are well informed or well advised, and each acting in what he or she considers his or her own best interest; (3) a reasonable time is allowed for exposure in the open market; (4) payment is made in terms of cash in U. S. dollars or in terms of financial arrangements comparable thereto; and (5) the price represents the normal consideration for the property sold unaffected by special or creative financing or sales concessions\* granted by anyone associated with the sale.

\*Adjustments to the comparables must be made for special or creative financing or sales concessions. No adjustments are necessary for those costs which are normally paid by sellers as a result of tradition or law in a market area; these costs are readily identifiable since the seller pays these costs in virtually all sales transactions. Special or creative financing adjustments can be made to the comparable property by comparisons to financing terms offered by a third party institutional lender that is not already involved in the property or transaction. Any adjustment should not be calculated on a mechanical dollar for dollar cost of the financing or concession but the dollar amount of any adjustment should approximate the market's reaction to the financing or concessions based on the appraiser's judgment.

**STATEMENT OF ASSUMPTIONS AND LIMITING CONDITIONS:** The appraiser's certification in this report is subject to the following assumptions and limiting conditions:

1. The appraiser will not be responsible for matters of a legal nature that affect either the property being appraised or the title to it, except for information that he or she became aware of during the research involved in performing this appraisal. The appraiser assumes that the title is good and marketable and will not render any opinions about the title.
2. The appraiser has provided a sketch in this appraisal report to show the approximate dimensions of the improvements. The sketch is included only to assist the reader in visualizing the property and understanding the appraiser's determination of its size.
3. The appraiser has examined the available flood maps that are provided by the Federal Emergency Management Agency (or other data sources) and has noted in this appraisal report whether any portion of the subject site is located in an identified Special Flood Hazard Area. Because the appraiser is not a surveyor, he or she makes no guarantees, express or implied, regarding this determination.
4. The appraiser will not give testimony or appear in court because he or she made an appraisal of the property in question, unless specific arrangements to do so have been made beforehand, or as otherwise required by law.
5. The appraiser has noted in this appraisal report any adverse conditions (such as needed repairs, deterioration, the presence of hazardous wastes, toxic substances, etc.) observed during the inspection of the subject property or that he or she became aware of during the research involved in performing the appraisal. Unless otherwise stated in this appraisal report, the appraiser has no knowledge of any hidden or unapparent physical deficiencies or adverse conditions of the property (such as, but not limited to, needed repairs, deterioration, the presence of hazardous wastes, toxic substances, adverse environmental conditions, etc.) that would make the property less valuable, and has assumed that there are no such conditions and makes no guarantees or warranties, express or implied. The appraiser will not be responsible for any such conditions that do exist or for any engineering or testing that might be required to discover whether such conditions exist. Because the appraiser is not an expert in the field of environmental hazards, this appraisal report must not be considered as an environmental assessment of the property.
6. The appraiser has based his or her appraisal report and valuation conclusion for an appraisal that is subject to satisfactory completion, repairs, or alterations on the assumption that the completion, repairs, or alterations of the subject property will be performed in a professional manner.

# Uniform Residential Appraisal Report

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**APPRAISER'S CERTIFICATION:** The Appraiser certifies and agrees that:

1. I have, at a minimum, developed and reported this appraisal in accordance with the scope of work requirements stated in this appraisal report.
2. I performed a complete visual inspection of the interior and exterior areas of the subject property. I reported the condition of the improvements in factual, specific terms. I identified and reported the physical deficiencies that could affect the livability, soundness, or structural integrity of the property.
3. I performed this appraisal in accordance with the requirements of the Uniform Standards of Professional Appraisal Practice that were adopted and promulgated by the Appraisal Standards Board of The Appraisal Foundation and that were in place at the time this appraisal report was prepared.
4. I developed my opinion of the market value of the real property that is the subject of this report based on the sales comparison approach to value. I have adequate comparable market data to develop a reliable sales comparison approach for this appraisal assignment. I further certify that I considered the cost and income approaches to value but did not develop them, unless otherwise indicated in this report.
5. I researched, verified, analyzed, and reported on any current agreement for sale for the subject property, any offering for sale of the subject property in the twelve months prior to the effective date of this appraisal, and the prior sales of the subject property for a minimum of three years prior to the effective date of this appraisal, unless otherwise indicated in this report.
6. I researched, verified, analyzed, and reported on the prior sales of the comparable sales for a minimum of one year prior to the date of sale of the comparable sale, unless otherwise indicated in this report.
7. I selected and used comparable sales that are locationally, physically, and functionally the most similar to the subject property.
8. I have not used comparable sales that were the result of combining a land sale with the contract purchase price of a home that has been built or will be built on the land.
9. I have reported adjustments to the comparable sales that reflect the market's reaction to the differences between the subject property and the comparable sales.
10. I verified, from a disinterested source, all information in this report that was provided by parties who have a financial interest in the sale or financing of the subject property.
11. I have knowledge and experience in appraising this type of property in this market area.
12. I am aware of, and have access to, the necessary and appropriate public and private data sources, such as multiple listing services, tax assessment records, public land records and other such data sources for the area in which the property is located.
13. I obtained the information, estimates, and opinions furnished by other parties and expressed in this appraisal report from reliable sources that I believe to be true and correct.
14. I have taken into consideration the factors that have an impact on value with respect to the subject neighborhood, subject property, and the proximity of the subject property to adverse influences in the development of my opinion of market value. I have noted in this appraisal report any adverse conditions (such as, but not limited to, needed repairs, deterioration, the presence of hazardous wastes, toxic substances, adverse environmental conditions, etc.) observed during the inspection of the subject property or that I became aware of during the research involved in performing this appraisal. I have considered these adverse conditions in my analysis of the property value, and have reported on the effect of the conditions on the value and marketability of the subject property.
15. I have not knowingly withheld any significant information from this appraisal report and, to the best of my knowledge, all statements and information in this appraisal report are true and correct.
16. I stated in this appraisal report my own personal, unbiased, and professional analysis, opinions, and conclusions, which are subject only to the assumptions and limiting conditions in this appraisal report.
17. I have no present or prospective interest in the property that is the subject of this report, and I have no present or prospective personal interest or bias with respect to the participants in the transaction. I did not base, either partially or completely, my analysis and/or opinion of market value in this appraisal report on the race, color, religion, sex, age, marital status, handicap, familial status, or national origin of either the prospective owners or occupants of the subject property or of the present owners or occupants of the properties in the vicinity of the subject property or on any other basis prohibited by law.
18. My employment and/or compensation for performing this appraisal or any future or anticipated appraisals was not conditioned on any agreement or understanding, written or otherwise, that I would report (or present analysis supporting) a predetermined specific value, a predetermined minimum value, a range or direction in value, a value that favors the cause of any party, or the attainment of a specific result or occurrence of a specific subsequent event (such as approval of a pending mortgage loan application).
19. I personally prepared all conclusions and opinions about the real estate that were set forth in this appraisal report. If I relied on significant real property appraisal assistance from any individual or individuals in the performance of this appraisal or the preparation of this appraisal report, I have named such individual(s) and disclosed the specific tasks performed in this appraisal report. I certify that any individual so named is qualified to perform the tasks. I have not authorized anyone to make a change to any item in this appraisal report; therefore, any change made to this appraisal is unauthorized and I will take no responsibility for it.
20. I identified the lender/client in this appraisal report who is the individual, organization, or agent for the organization that ordered and will receive this appraisal report.

# Uniform Residential Appraisal Report

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21. The lender/client may disclose or distribute this appraisal report to: the borrower; another lender at the request of the borrower; the mortgagee or its successors and assigns; mortgage insurers; government sponsored enterprises; other secondary market participants; data collection or reporting services; professional appraisal organizations; any department, agency, or instrumentality of the United States; and any state, the District of Columbia, or other jurisdictions; without having to obtain the appraiser's or supervisory appraiser's (if applicable) consent. Such consent must be obtained before this appraisal report may be disclosed or distributed to any other party (including, but not limited to, the public through advertising, public relations, news, sales, or other media).
22. I am aware that any disclosure or distribution of this appraisal report by me or the lender/client may be subject to certain laws and regulations. Further, I am also subject to the provisions of the Uniform Standards of Professional Appraisal Practice that pertain to disclosure or distribution by me.
23. The borrower, another lender at the request of the borrower, the mortgagee or its successors and assigns, mortgage insurers, government sponsored enterprises, and other secondary market participants may rely on this appraisal report as part of any mortgage finance transaction that involves any one or more of these parties.
24. If this appraisal report was transmitted as an "electronic record" containing my "electronic signature," as those terms are defined in applicable federal and/or state laws (excluding audio and video recordings), or a facsimile transmission of this appraisal report containing a copy or representation of my signature, the appraisal report shall be as effective, enforceable and valid as if a paper version of this appraisal report were delivered containing my original hand written signature.
25. Any intentional or negligent misrepresentation(s) contained in this appraisal report may result in civil liability and/or criminal penalties including, but not limited to, fine or imprisonment or both under the provisions of Title 18, United States Code, Section 1001, et seq., or similar state laws.

**SUPERVISORY APPRAISER'S CERTIFICATION:** The Supervisory Appraiser certifies and agrees that:

1. I directly supervised the appraiser for this appraisal assignment, have read the appraisal report, and agree with the appraiser's analysis, opinions, statements, conclusions, and the appraiser's certification.
2. I accept full responsibility for the contents of this appraisal report including, but not limited to, the appraiser's analysis, opinions, statements, conclusions, and the appraiser's certification.
3. The appraiser identified in this appraisal report is either a sub-contractor or an employee of the supervisory appraiser (or the appraisal firm), is qualified to perform this appraisal, and is acceptable to perform this appraisal under the applicable state law.
4. This appraisal report complies with the Uniform Standards of Professional Appraisal Practice that were adopted and promulgated by the Appraisal Standards Board of The Appraisal Foundation and that were in place at the time this appraisal report was prepared.
5. If this appraisal report was transmitted as an "electronic record" containing my "electronic signature," as those terms are defined in applicable federal and/or state laws (excluding audio and video recordings), or a facsimile transmission of this appraisal report containing a copy or representation of my signature, the appraisal report shall be as effective, enforceable and valid as if a paper version of this appraisal report were delivered containing my original hand written signature.

<p><b>APPRAISER</b></p> <p>Signature </p> <p>Name <u>ANDY CONSTANTINO</u></p> <p>Company Name <u>STANISLAUS APPRAISERS</u></p> <p>Company Address <u>PO.BOX 1993</u> <u>CERES CA 95307</u></p> <p>Telephone Number <u>209 537 5331</u></p> <p>Email Address <u>cyprus01@sbcglobal.net</u></p> <p>Date of Signature and Report <u>July 26, 2007</u></p> <p>Effective Date of Appraisal <u>7/24/2007</u></p> <p>State Certification # <u>AR010974</u></p> <p>or State License # _____</p> <p>or Other (describe) _____ State # _____</p> <p>State <u>CA</u></p> <p>Expiration Date of Certification or License <u>11/26/2008</u></p> <p><b>ADDRESS OF PROPERTY APPRAISED</b></p> <p><u>1114 TENAYA DRIVE</u> <u>MODESTO, CA 95354-3720</u></p> <p>APPRAISED VALUE OF SUBJECT PROPERTY \$ <u>129,000</u></p> <p><b>LENDER/CLIENT</b></p> <p>Name <u>AMY</u></p> <p>Company Name <u>G3 ENTERPRISES, INC</u></p> <p>Company Address <u>502 E WHITMORE AVENUE, MODESTO, CA</u> <u>95358</u></p> <p>Email Address _____</p>	<p><b>SUPERVISORY APPRAISER (ONLY IF REQUIRED)</b></p> <p>Signature _____</p> <p>Name _____</p> <p>Company Name _____</p> <p>Company Address _____</p> <p>Telephone Number _____</p> <p>Email Address _____</p> <p>Date of Signature _____</p> <p>State Certification # _____</p> <p>or State License # _____</p> <p>State _____</p> <p>Expiration Date of Certification or License _____</p> <p><b>SUBJECT PROPERTY</b></p> <p><input type="checkbox"/> Did not inspect subject property</p> <p><input type="checkbox"/> Did inspect exterior of subject property from street Date of Inspection _____</p> <p><input type="checkbox"/> Did inspect interior and exterior of subject property Date of Inspection _____</p> <p><b>COMPARABLE SALES</b></p> <p><input type="checkbox"/> Did not inspect exterior of comparable sales from street</p> <p><input type="checkbox"/> Did inspect exterior of comparable sales from street Date of Inspection _____</p>
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**Supplemental Addendum**

File No. 13,933

Borrower/Client	HABITAT		
Property Address	1114 TENAYA DRIVE		
City	MODESTO	County	STANISLAUS
		State	CA
		Zip Code	95354-3720
Lender	G3 ENTERPRISES, INC		

- **NEIGHBORHOOD COMMENTS**

SUBJECT IS PART OF A RESIDENTIAL NEIGHBORHOOD OF MODESTO WHICH IS MADE UP OF MOSTLY ONE STORY AVERAGE QUALITY HOMES, THE HOMES IN THE IMMEDIATE NEIGHBORHOOD ARE GENERALLY WELL MAINTAINED, SCHOOLS AND SHOPPING ARE RELATIVELY CONVENIENT. EMPLOYMENT OPPORTUNITIES ARE RELATIVELY STABLE. THERE IS ALSO A WIDE RANGE OF OPPORTUNITIES WITHIN 30 MINUTES TO 1 1/2 HOURS AWAY. PUBLIC TRANSPORTATION CONSISTS OF PRIVATE TAXIS AND PUBLIC BUSES. PUBLIC UTILITIES ARE READILY AVAILABLE. PROPERTIES IN THE NEIGHBORHOOD EXHIBIT AN AVERAGE LEVEL OF COMPATIBILITY AND GENERAL APPEARANCE. A VARIETY OF RECREATIONAL FACILITIES SERVE THE COMMUNITY. SUBJECT NEIGHBORHOOD RECEIVES AN AVERAGE LEVEL OF PROTECTION AGAINST CRIME, FIRE AND OTHER DETRIMENTAL CONDITIONS THROUGH PUBLIC AGENCIES. APPEAL OF THE PROPERTIES IN THE NEIGHBORHOOD ARE CONSIDERED AVERAGE.

- **GENERAL MARKET**

SUBJECT'S MARKET CONDITIONS APPEAR TO BE STABLE WITH SUPPLY GENERALLY GREATER THAN DEMAND WITH DECLINING PROPERTY VALUES. MARKETING TIME IS TYPICALLY ONE TO SIX MONTHS. SELLER CONCESSIONS ARE UNUSUAL IN THIS MARKET WITH THE OCCASIONAL EXCEPTION OF THE SELLER'S PAYING OF BUYER'S NORMAL NON-RECURRING CLOSING COSTS. WHEN CONCESSIONS DO OCCUR THEY ARE GENERALLY NOMINAL AND HAVE LITTLE INFLUENCE ON VALUE.

- **SITE COMMENTS**

THE SUBJECT SITE HAS BEEN IMPROVED WITH MINIMAL LANDSCAPING. THERE ARE NORMAL PUBLIC UTILITIES AND SETBACK LINES. NO ADVERSE EASEMENT OR ENCUMBRANCES ARE APPARENT. ZONING IS FOR RESIDENTIAL PURPOSES AND IMPROVEMENTS APPEAR TO CONFORM TO ALL ZONING LAWS. THE SUBJECT IS NOT LOCATED WITHIN THE BOUNDARIES OF A SPECIAL STUDIES ZONE AS DEFINED IN THE LANGUAGE OF THE ALQUIST-PRIOLO SPECIAL STUDIES ACT OF 1977, AND NO SOIL PROBLEMS OF ANY KIND ARE APPARENT ON OR AROUND THE SITE. SUBJECT IS NOT LOCATED WITHIN A SPECIAL FLOOD AREA AS IDENTIFIED BY MAPS ISSUED BY THE FEDERAL EMERGENCY MANAGEMENT AGENCY. THIS APPRAISER HAS CONSIDERED THE HIGHEST AND BEST USE OF THE PROPERTY APPRAISED AND IT IS HIS OPINION THAT THE HIGHEST AND BEST USE IS THE CURRENT USE AT THIS TIME AND IN THE FORESEEABLE FUTURE. THIS OPINION HAS BEEN BASED UPON TAKEN INTO CONSIDERATION THE FOLLOWING FACTORS: 1) THE EXISTING LAND USE REGULATIONS, 2) THE POTENTIAL FOR MODIFICATIONS FOR SUCH LAND USE REGULATIONS, 3) ECONOMIC DEMAND, 4) THE PHYSICAL ADAPTABILITY OF THE SUBJECT, 5) THE NEIGHBORHOOD TRENDS, 6) THE OPTIMAL USAGE OF THE PROPERTY.

- **DEPRECIATION**

SUBJECT'S DEPRECIATION IS BASED ON THE AGE/LIFE METHOD. ROOF APPEARS TO BE IN FAIR CONDITION. SUBJECT'S INTERIOR IS IN OVERALL FAIR CONDITION. ROOM SIZES ARE AVERAGE AND FINISH WORK IS AVERAGE QUALITY. OVERALL APPEAL IS AVERAGE. THIS APPRAISER IS NOT QUALIFIED TO DETECT TOXIC SUBSTANCES SUCH AS ASBESTOS, UREA-FORMALDEHYDE INSULATION, OR OTHER POTENTIAL HAZARDOUS MATERIALS AND MAKES NO STATEMENT NOR ASSUMES RESPONSIBILITY FOR SUCH "UNDETECTABLE" CONDITIONS.

- **COMMENTS ON COST APPROACH**

THE RATIO BETWEEN VALUE OF LAND AND IMPROVEMENTS IS TYPICAL OF THIS AREA. LAND VALUE IS BY THE ABSTRACTION METHOD. SITE IMPROVEMENTS INCLUDES DEPRECIATED COST OF GARAGE.

- **COMMENTS ON SALES COMPARISON**

ALL COMPS ARE HOMES OF SIMILAR QUALITY AND AGE AS THE SUBJECT FROM THE SUBJECT'S IMMEDIATE NEIGHBORHOOD. ALL COMPS VARIED IN LOT SIZE FROM THE SUBJECT, SITE ADJUSTMENTS WERE MADE ACCORDINGLY. COMPS 1 & 5 ARE SIMILAR IN CONDITION AS THE SUBJECT, WHILE COMPS 2 - 4 VARIED. CONDITION WAS EVIDENCED WITH A DRIVE BY INSPECTION AND AGENT COMMENTS AND ADJUSTMENTS WERE MADE ACCORDINGLY. COMPS 1 - 3 ARE CONFIRMED CLOSED SALES, WHILE COMP 4 IS A PENDING SALE AND COMP 5 IS AN ACTIVE LISTING. THE FOLLOWING ARE THE DATA SOURCES UTILIZED TO CONFIRM THE CLOSINGS: LOCAL MLS AND METROSCAN. ALL COMPS WERE GIVEN EQUAL CONSIDERATION.

- **COMMENTS AND CONDITIONS OF APPRAISAL**

THIS IS AN APPRAISAL REPORT COMPLETED TO ESTABLISH MARKET VALUE OF THE SUBJECT FOR MORTGAGE PURPOSES. IT HAS BEEN COMPLETED IN SUCH A MANNER AS TO COMPLY WITH CURRENT FNMA AND FHLBC GUIDELINES. THIS APPRAISER HAS RESEARCHED SUBJECT'S POTENTIAL SALES HISTORY FOR A PERIOD OF THREE YEARS UTILIZING DATA PROVIDED BY METROSCAN AND LOCAL MULTIPLE LISTING SERVICE. ALL APPLICABLE INFORMATION KNOWN TO THIS APPRAISER CONCERNING THE SUBJECT DURING THIS PERIOD HAS BEEN REVEALED IN THIS REPORT.

**Supplemental Addendum**

File No. 13,933 Page #9

File No. 13,933

Borrower/Client HABITAT			
Property Address 1114 TENAYA DRIVE			
City MODESTO	County STANISLAUS	State CA	Zip Code 95354-3720
Lender G3 ENTERPRISES, INC			

- **FINAL RECONCILIATION**

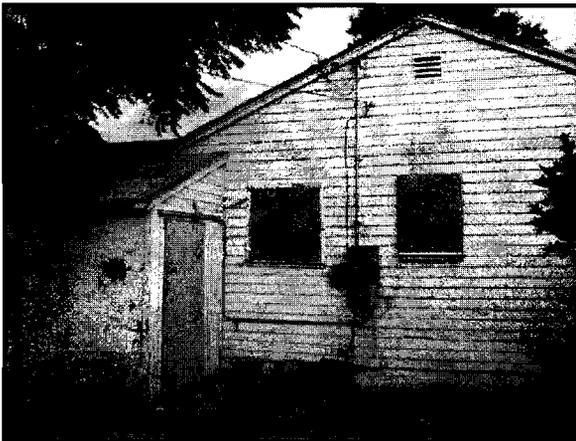
THE MARKET APPROACH BEING THE MOST RELIABLE APPROACH FOR DETERMINING THE VALUE FOR SINGLE FAMILY HOMES IS GIVEN THE PRIMARY CONSIDERATION IN THE FINAL RECONCILIATION. THE INCOME APPROACH IS NOT UTILIZED DUE TO THE LACK OF AVAILABILITY OF RENTAL DATA. THE COST APPROACH IS UTILIZED, BUT IS A LAND RESIDUAL APPROACH WITH LAND DETERMINED BY ABSTRACTION.

**Subject Photo Page**

Borrower/Client HABITAT				
Property Address 1114 TENAYA DRIVE				
City	MODESTO	County	STANISLAUS	State CA Zip Code 95354-3720
Lender G3 ENTERPRISES, INC				

**Subject Front**

1114 TENAYA DRIVE  
 Sales Price N/A  
 Gross Living Area 827  
 Total Rooms 5  
 Total Bedrooms 2  
 Total Bathrooms 1  
 Location AVERAGE  
 View NONE  
 Site 5,525 Sq.Ft.  
 Quality AVERAGE  
 Age 61 YEARS

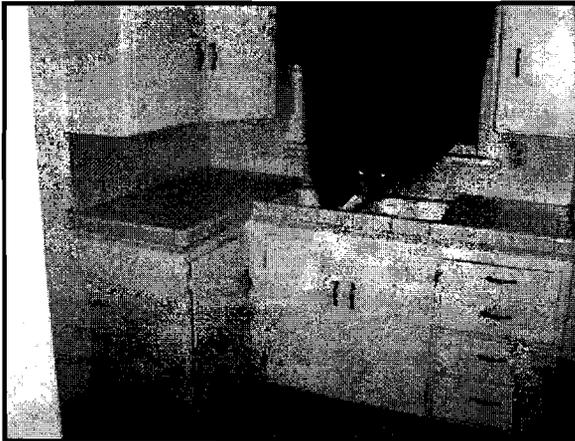
**Subject Rear****Subject Street**

**Subject Photo Page**

Borrower/Client HABITAT			
Property Address 1114 TENAYA DRIVE			
City MODESTO	County STANISLAUS	State CA	Zip Code 95354-3720
Lender G3 ENTERPRISES, INC			

**Subject Interior**

1114 TENAYA DRIVE  
 Sales Price N/A  
 Gross Living Area 827  
 Total Rooms 5  
 Total Bedrooms 2  
 Total Bathrooms 1  
 Location AVERAGE  
 View NONE  
 Site 5,525 Sq.Ft.  
 Quality AVERAGE  
 Age 61 YEARS



**Comparable Photo Page**

Borrower/Client HABITAT			
Property Address 1114 TENAYA DRIVE			
City MODESTO	County STANISLAUS	State CA	Zip Code 95354-3720
Lender G3 ENTERPRISES, INC			

**Comparable 1**

807 KERR AVENUE  
 Prox. to Subject 0.55 miles  
 Sale Price 122,500  
 Gross Living Area 650  
 Total Rooms 4  
 Total Bedrooms 2  
 Total Bathrooms 1  
 Location AVERAGE  
 View NONE  
 Site 6534 SF  
 Quality AVERAGE  
 Age 52 YEARS

**Comparable 2**

405 THRASHER AVENUE  
 Prox. to Subject 0.38 miles  
 Sale Price 189,000  
 Gross Living Area 872  
 Total Rooms 4  
 Total Bedrooms 2  
 Total Bathrooms 1  
 Location AVERAGE  
 View NONE  
 Site 7841 SF  
 Quality AVERAGE  
 Age 51 YEARS

**Comparable 3**

334 BURNEY STREET  
 Prox. to Subject 0.91 miles  
 Sale Price 108,000  
 Gross Living Area 852  
 Total Rooms 4  
 Total Bedrooms 2  
 Total Bathrooms 1  
 Location AVERAGE  
 View NONE  
 Site 4356 SF  
 Quality AVERAGE  
 Age 67 YEARS

**Comparable Photo Page**

Borrower/Client HABITAT			
Property Address 1114 TENAYA DRIVE			
City MODESTO	County STANISLAUS	State CA	Zip Code 95354-3720
Lender G3 ENTERPRISES, INC			

**Comparable 4**

735 BENSON AVENUE  
 Prox. to Subject 0.41 miles  
 Sale Price 99,000  
 Gross Living Area 764  
 Total Rooms 4  
 Total Bedrooms 2  
 Total Bathrooms 1  
 Location AVERAGE  
 View NONE  
 Site 8190 SF  
 Quality AVERAGE  
 Age 61 YEARS

**Comparable 5**

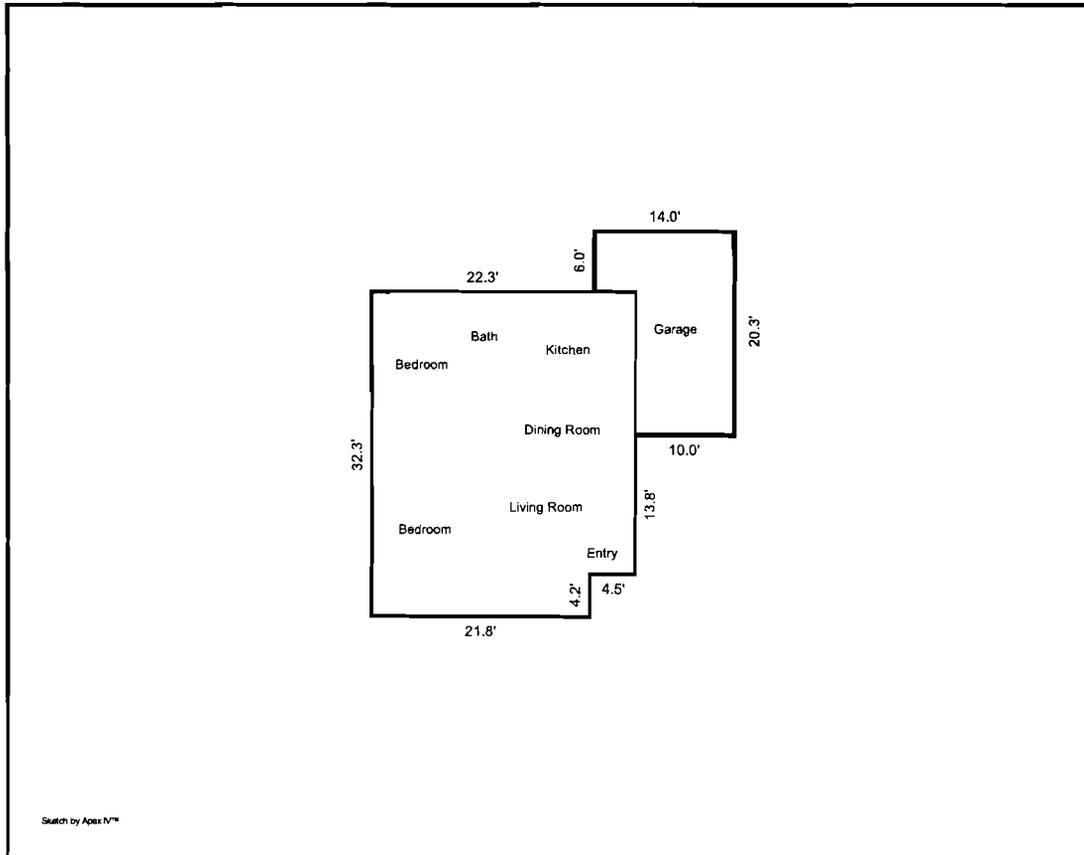
257 S SANTA CRUZ AVENUE  
 Prox. to Subject 0.20 miles  
 Sale Price 150,000  
 Gross Living Area 906  
 Total Rooms 4  
 Total Bedrooms 2  
 Total Bathrooms 1  
 Location AVERAGE  
 View NONE  
 Site 11326 SF  
 Quality AVERAGE  
 Age 86 YEARS

**Comparable 6**

Prox. to Subject  
 Sale Price  
 Gross Living Area  
 Total Rooms  
 Total Bedrooms  
 Total Bathrooms  
 Location  
 View  
 Site  
 Quality  
 Age

**Building Sketch (Page - 1)**

Borrower/Client HABITAT				
Property Address 1114 TENAYA DRIVE				
City	MODESTO	County	STANISLAUS	State CA Zip Code 95354-3720
Lender G3 ENTERPRISES, INC				



Sketch by Apex N™

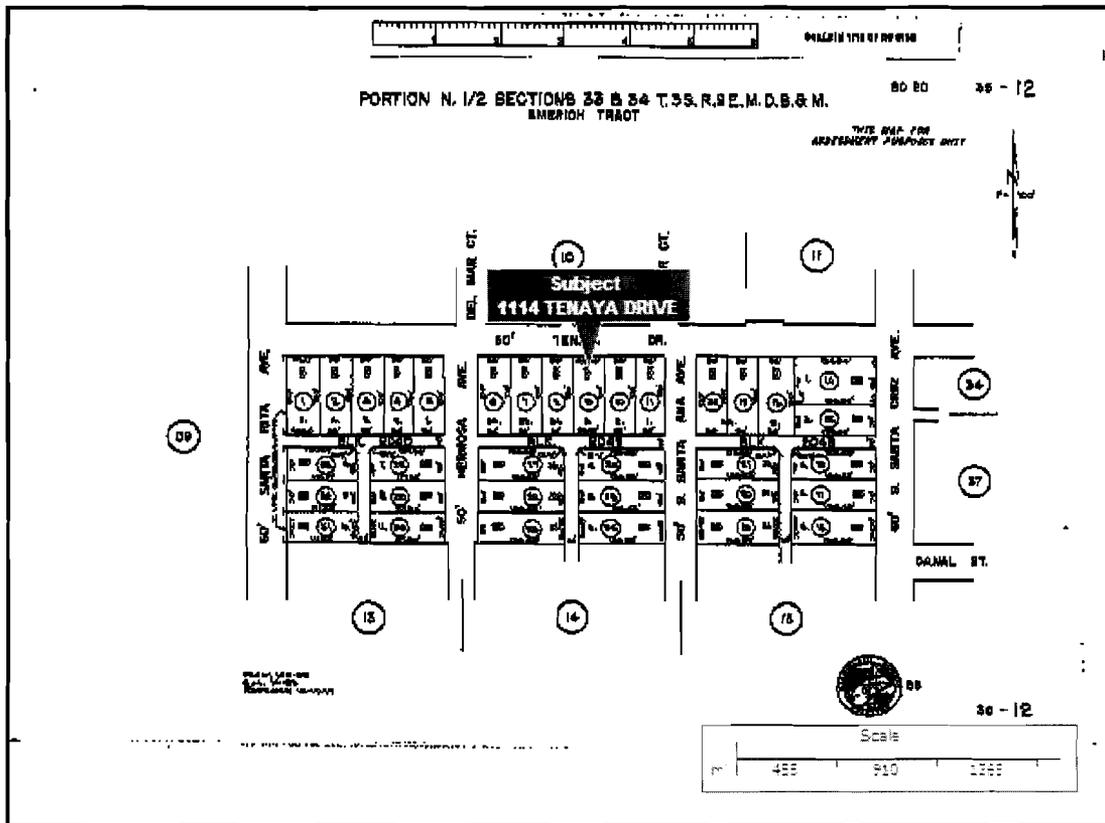
Comments:

AREA CALCULATIONS SUMMARY			
Code	Description	Net Size	Net Totals
GLAL	First Floor	827.4	827.4
GAR	Garage	226.5	226.5
Net LIVABLE Area		(Rounded)	827

LIVING AREA BREAKDOWN		
Breakdown		Subtotals
First Floor		
13.8	x 26.3	360.9
4.3	x 21.8	92.4
4.0	x 14.3	57.0
14.3	x 22.3	317.1
4 Items		(Rounded) 827

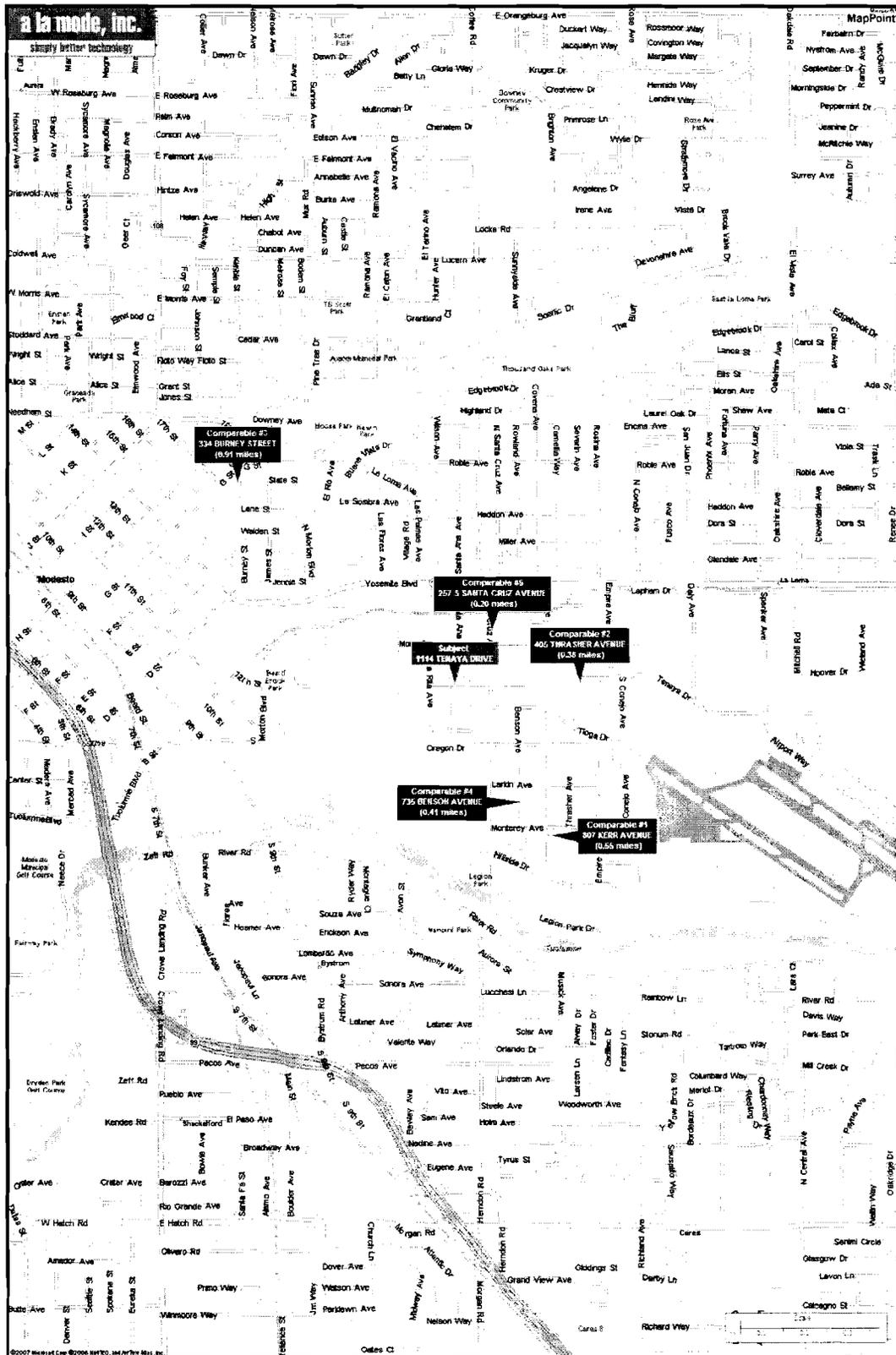
### Plat Map

Borrower/Client HABITAT			
Property Address 1114 TENAYA DRIVE			
City MODESTO	County STANISLAUS	State CA	Zip Code 95354-3720
Lender G3 ENTERPRISES, INC			



### Location Map

Borrower/Client HABITAT			
Property Address 1114 TENAYA DRIVE			
City MODESTO	County STANISLAUS	State CA	Zip Code 95354-3720
Lender G3 ENTERPRISES, INC			





# Uniform Residential Appraisal Report

GALLO  
File # 13,934

The purpose of this summary appraisal report is to provide the lender/client with an accurate, and adequately supported, opinion of the market value of the subject property.

Property Address	1125 DEL MAR COURT	City	MODESTO	State	CA	Zip Code	95354-3720
Borrower	HABITAT	Owner of Public Record	GALLO	County	STANISLAUS		
Legal Description	LOT 7 BLK 2050 BUCK TRACT						
Assessor's Parcel #	035-010-006	Tax Year	06/07	R.E. Taxes \$	934.86		
Neighborhood Name	BUCK TRACT	Map Reference	548 D2	Census Tract	0021.00		
Occupant	<input checked="" type="checkbox"/> Owner <input type="checkbox"/> Tenant <input type="checkbox"/> Vacant	Special Assessments \$	0.00	<input type="checkbox"/> PUD	HOA \$	N/A	<input type="checkbox"/> per year <input type="checkbox"/> per month
Property Rights Appraised	<input checked="" type="checkbox"/> Fee Simple <input type="checkbox"/> Leasehold <input type="checkbox"/> Other (describe)						
Assignment Type	<input type="checkbox"/> Purchase Transaction <input type="checkbox"/> Refinance Transaction <input checked="" type="checkbox"/> Other (describe) TRANSFER/TAX PURPOSES						
Lender/Client	G3 ENTERPRISES, INC	Address	502 E WHITMORE AVENUE, MODESTO, CA 95358				
Is the subject property currently offered for sale or has it been offered for sale in the twelve months prior to the effective date of this appraisal? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No							
Report data source(s) used, offering price(s), and date(s). MLS							

I <input checked="" type="checkbox"/> did <input type="checkbox"/> did not analyze the contract for sale for the subject purchase transaction. Explain the results of the analysis of the contract for sale or why the analysis was not performed.							
Contract Price \$	N/A	Date of Contract	N/A	Is the property seller the owner of public record?	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	Data Source(s)	METROSCAN
Is there any financial assistance (loan charges, sale concessions, gift or downpayment assistance, etc.) to be paid by any party on behalf of the borrower? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No							
If Yes, report the total dollar amount and describe the items to be paid. N/A							

**Note: Race and the racial composition of the neighborhood are not appraisal factors.**

Neighborhood Characteristics	One-Unit Housing Trends	One-Unit Housing	Present Land Use %
Location <input type="checkbox"/> Urban <input checked="" type="checkbox"/> Suburban <input type="checkbox"/> Rural	Property Values <input type="checkbox"/> Increasing <input type="checkbox"/> Stable <input checked="" type="checkbox"/> Declining	PRICE AGE	One-Unit 90 %
Built-Up <input checked="" type="checkbox"/> Over 75% <input type="checkbox"/> 25-75% <input type="checkbox"/> Under 25%	Demand/Supply <input type="checkbox"/> Shortage <input type="checkbox"/> In Balance <input checked="" type="checkbox"/> Over Supply	\$ (000) (yrs)	2-4 Unit 5 %
Growth <input type="checkbox"/> Rapid <input checked="" type="checkbox"/> Stable <input type="checkbox"/> Slow	Marketing Time <input type="checkbox"/> Under 3 mths <input checked="" type="checkbox"/> 3-6 mths <input type="checkbox"/> Over 6 mths	100 Low 2	Multi-Family 0 %
Neighborhood Boundaries	YOSEMITE BLVD. TO THE NORTH, DRY CREEK TO THE WEST, TUOLUMNE RIVER TO THE SOUTH AND TIOGA DRIVE TO THE EAST.	300 High 80	Commercial 0 %
Neighborhood Description	** SEE "NEIGHBORHOOD COMMENTS" ADDENDA **	190 Pred. 55	Other 5 %
Market Conditions (including support for the above conclusions) ** SEE "GENERAL MARKET" ADDENDA **			

Dimensions	50', 133.54', 50', 122.64'	Area	6,680 Sq.Ft.	Shape	RECTANGULAR	View	NONE
Specific Zoning Classification	R-1	Zoning Description	RESIDENTIAL				
Zoning Compliance	<input checked="" type="checkbox"/> Legal <input type="checkbox"/> Legal Nonconforming (Grandfathered Use) <input type="checkbox"/> No Zoning <input type="checkbox"/> Illegal (describe)						
Is the highest and best use of subject property as improved (or as proposed per plans and specifications) the present use? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No If No, describe							

Utilities	Public	Other (describe)	Public	Other (describe)	Off-site Improvements - Type	Public	Private
Electricity	<input checked="" type="checkbox"/>	<input type="checkbox"/>	Water	<input checked="" type="checkbox"/>	Street ASPHALT	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Gas	<input checked="" type="checkbox"/>	<input type="checkbox"/>	Sanitary Sewer	<input checked="" type="checkbox"/>	Alley DIRT	<input checked="" type="checkbox"/>	<input type="checkbox"/>
FEMA Special Flood Hazard Area	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No		FEMA Flood Zone	X	FEMA Map #	0603840290B	
FEMA Map Date 5/7/2001							
Are the utilities and off-site improvements typical for the market area? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No If No, describe							
Are there any adverse site conditions or external factors (easements, encroachments, environmental conditions, land uses, etc.)? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No If Yes, describe							
* SEE SITE COMMENT SECTION *							

General Description	Foundation	Exterior Description	materials/condition	Interior	materials/condition
Units <input checked="" type="checkbox"/> One <input type="checkbox"/> One with Accessory Unit	<input type="checkbox"/> Concrete Slab <input checked="" type="checkbox"/> Crawl Space	Foundation Walls	CONCRETE-AVG	Floors	CARP/VL/AVERAG
# of Stories ONE	<input type="checkbox"/> Full Basement <input type="checkbox"/> Partial Basement	Exterior Walls	STUCCO-FAIR	Walls	PLASTER/AVERAG
Type <input checked="" type="checkbox"/> Det. <input type="checkbox"/> Att. <input type="checkbox"/> S-Det./End Unit	Basement Area	Roof Surface	COMP-FAIR	Trim/Finish	WOOD/AVERAGE
<input checked="" type="checkbox"/> Existing <input type="checkbox"/> Proposed <input type="checkbox"/> Under Const.	N/A sq.ft.	Gutters & Downspouts	NONE	Bath Floor	VINYL/AVERAGE
Design (Style) AVERAGE	<input type="checkbox"/> Outside Entry/Exit <input type="checkbox"/> Sump Pump	Window Type	AL.SLIDER-AVG.	Bath Wainscot	FBLG/AVERAGE
Year Built 1946	Evidence of <input type="checkbox"/> Infestation NONE NOT	Storm Sash/Insulated	NONE	Car Storage	<input type="checkbox"/> None
Effective Age (Yrs) 30 YEARS	<input type="checkbox"/> Dampness <input type="checkbox"/> Settlement	Screens	NONE	<input checked="" type="checkbox"/> Driveway	# of Cars 1
Attic <input type="checkbox"/> None	Heating <input type="checkbox"/> FWA <input type="checkbox"/> HWBB <input type="checkbox"/> Radiant	Amenities	<input type="checkbox"/> Woodstove(s) #	Driveway Surface	GRAVEL
<input type="checkbox"/> Drop Stair <input type="checkbox"/> Stairs	<input checked="" type="checkbox"/> Other STOVE Fuel	Fireplace(s) #	<input checked="" type="checkbox"/> Fence	<input checked="" type="checkbox"/> Garage	# of Cars 1
<input type="checkbox"/> Floor <input checked="" type="checkbox"/> Scuttle	Cooling <input type="checkbox"/> Central Air Conditioning	Patio/Deck	<input type="checkbox"/> Porch	<input type="checkbox"/> Carport	# of Cars
<input type="checkbox"/> Finished <input type="checkbox"/> Heated	<input type="checkbox"/> Individual <input type="checkbox"/> Other	Pool	<input type="checkbox"/> Other	<input checked="" type="checkbox"/> Att.	<input type="checkbox"/> Det. <input type="checkbox"/> Built-in
Appliances <input type="checkbox"/> Refrigerator <input checked="" type="checkbox"/> Range/Oven <input type="checkbox"/> Dishwasher <input type="checkbox"/> Disposal <input type="checkbox"/> Microwave <input type="checkbox"/> Washer/Dryer <input type="checkbox"/> Other (describe)					
Finished area above grade contains: 5 Rooms 2 Bedrooms 1 Bath(s) 860 Square Feet of Gross Living Area Above Grade					
Additional features (special energy efficient items, etc.). ** SEE "ADDITIONAL FEATURES" ADDENDUM **					
Describe the condition of the property (including needed repairs, deterioration, renovations, remodeling, etc.). ** SEE "DEPRECIATION" ADDENDUM **					
Are there any physical deficiencies or adverse conditions that affect the livability, soundness, or structural integrity of the property? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No If Yes, describe					
Does the property generally conform to the neighborhood (functional utility, style, condition, use, construction, etc.)? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No If No, describe					

# Uniform Residential Appraisal Report

GALLO  
File # 13,935

The purpose of this summary appraisal report is to provide the lender/client with an accurate, and adequately supported, opinion of the market value of the subject property.

Property Address 1020 TENAYA DRIVE City MODESTO State CA Zip Code 95354-3720  
 Borrower HABITAT Owner of Public Record GALLO County STANISLAUS  
 Legal Description LOT 1 BLK 2040 EMERICH TRACT  
 Assessor's Parcel # 035-012-005 Tax Year 06/07 R.E. Taxes \$ 964.30  
 Neighborhood Name EMERICH TRACT Map Reference 548 D2 Census Tract 0021.00  
 Occupant  Owner  Tenant  Vacant Special Assessments \$ 0.00  PUD HOA \$ N/A  per year  per month  
 Property Rights Appraised  Fee Simple  Leasehold  Other (describe)  
 Assignment Type  Purchase Transaction  Refinance Transaction  Other (describe) TRANSFER/TAX PURPOSES  
 Lender/Client G3 ENTERPRISES, INC Address 502 E WHITMORE AVENUE, MODESTO, CA 95358  
 Is the subject property currently offered for sale or has it been offered for sale in the twelve months prior to the effective date of this appraisal?  Yes  No  
 Report data source(s) used, offering price(s), and date(s). MLS

I  did  did not analyze the contract for sale for the subject purchase transaction. Explain the results of the analysis of the contract for sale or why the analysis was not performed.

Contract Price \$ N/A Date of Contract N/A Is the property seller the owner of public record?  Yes  No Data Source(s) METROSCAN  
 Is there any financial assistance (loan charges, sale concessions, gift or downpayment assistance, etc.) to be paid by any party on behalf of the borrower?  Yes  No  
 If Yes, report the total dollar amount and describe the items to be paid. N/A

**Note: Race and the racial composition of the neighborhood are not appraisal factors.**

Neighborhood Characteristics		One-Unit Housing Trends			One-Unit Housing		Present Land Use %	
Location <input type="checkbox"/> Urban <input checked="" type="checkbox"/> Suburban <input type="checkbox"/> Rural	Property Values <input type="checkbox"/> Increasing <input type="checkbox"/> Stable <input checked="" type="checkbox"/> Declining	PRICE	AGE	One-Unit	90 %			
Built-Up <input checked="" type="checkbox"/> Over 75% <input type="checkbox"/> 25-75% <input type="checkbox"/> Under 25%	Demand/Supply <input type="checkbox"/> Shortage <input type="checkbox"/> In Balance <input checked="" type="checkbox"/> Over Supply	\$ (000)	(yrs)	2-4 Unit	5 %			
Growth <input type="checkbox"/> Rapid <input checked="" type="checkbox"/> Stable <input type="checkbox"/> Slow	Marketing Time <input type="checkbox"/> Under 3 mths <input checked="" type="checkbox"/> 3-6 mths <input type="checkbox"/> Over 6 mths	100	Low	2	Multi-Family	0 %		
Neighborhood Boundaries YOSEMITE BLVD. TO THE NORTH, DRY CREEK TO THE WEST,		300	High	80	Commercial	0 %		
TUOLUMNE RIVER TO THE SOUTH AND TIOGA DRIVE TO THE EAST.		190	Pred.	55	Other	5 %		
Neighborhood Description ** SEE "NEIGHBORHOOD COMMENTS" ADDENDA **								

Market Conditions (including support for the above conclusions) \*\* SEE "GENERAL MARKET" ADDENDA \*\*

Dimensions 50' X 130' Area 6,500 Sq.Ft. Shape RECTANGULAR View NONE  
 Specific Zoning Classification R-1 Zoning Description RESIDENTIAL  
 Zoning Compliance  Legal  Legal Nonconforming (Grandfathered Use)  No Zoning  Illegal (describe)  
 Is the highest and best use of subject property as improved (or as proposed per plans and specifications) the present use?  Yes  No If No, describe

Utilities	Public	Other (describe)	Public	Other (describe)	Off-site Improvements - Type	Public	Private
Electricity	<input checked="" type="checkbox"/>	<input type="checkbox"/>	Water	<input checked="" type="checkbox"/>	Street ASPHALT	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Gas	<input checked="" type="checkbox"/>	<input type="checkbox"/>	Sanitary Sewer	<input checked="" type="checkbox"/>	Alley DIRT	<input checked="" type="checkbox"/>	<input type="checkbox"/>
FEMA Special Flood Hazard Area	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	FEMA Flood Zone X	FEMA Map # 0603840290B	FEMA Map Date 5/7/2001			

Are the utilities and off-site improvements typical for the market area?  Yes  No If No, describe  
 Are there any adverse site conditions or external factors (easements, encroachments, environmental conditions, land uses, etc.)?  Yes  No If Yes, describe  
 \* SEE SITE COMMENT SECTION \*

General Description		Foundation		Exterior Description		Interior	
Units <input checked="" type="checkbox"/> One <input type="checkbox"/> One with Accessory Unit	<input checked="" type="checkbox"/> Concrete Slab <input type="checkbox"/> Crawl Space	Foundation Walls	CONCRETE-AVG	Floors	WOOD/FAIR		
# of Stories ONE	<input type="checkbox"/> Full Basement <input type="checkbox"/> Partial Basement	Exterior Walls	BRICK-FAIR	Walls	PLASTER/FAIR		
Type <input checked="" type="checkbox"/> Det. <input type="checkbox"/> Att. <input type="checkbox"/> S-Det/End Unit	Basement Area N/A sq.ft.	Roof Surface	COMP-FAIR	Trim/Finish	WOOD/FAIR		
<input checked="" type="checkbox"/> Existing <input type="checkbox"/> Proposed <input type="checkbox"/> Under Const.	Basement Finish %	Gutters & Downspouts	NONE	Bath Floor	VINYL/FAIR		
Design (Style) AVERAGE	<input type="checkbox"/> Outside Entry/Exit <input type="checkbox"/> Sump Pump	Window Type	IRON SWING-FAIR	Bath Wainscot	NONE		
Year Built 1946	Evidence of <input type="checkbox"/> Infestation NONE NO	Storm Sash/Insulated	NONE	Car Storage	<input type="checkbox"/> None		
Effective Age (Yrs) 40 YEARS	<input type="checkbox"/> Dampness <input type="checkbox"/> Settlement	Screens	NONE	<input checked="" type="checkbox"/> Driveway # of Cars 1			
Attic <input type="checkbox"/> None	Heating <input type="checkbox"/> FWA <input type="checkbox"/> HWBB <input type="checkbox"/> Radiant	Amenities	<input type="checkbox"/> Woodstove(s) #	Driveway Surface	GRAVEL		
<input type="checkbox"/> Drop Stair <input type="checkbox"/> Stairs	<input checked="" type="checkbox"/> Other WALL Fuel	Fireplace(s) #	<input checked="" type="checkbox"/> Fence	Garage # of Cars			
<input type="checkbox"/> Floor <input checked="" type="checkbox"/> Scuttle	Cooling <input type="checkbox"/> Central Air Conditioning	Patio/Deck	<input type="checkbox"/> Porch	Carport # of Cars			
<input type="checkbox"/> Finished <input type="checkbox"/> Heated	<input type="checkbox"/> Individual <input type="checkbox"/> Other	Pool	<input type="checkbox"/> Other	Att. <input type="checkbox"/> Det. <input type="checkbox"/> Built-in			

Appliances  Refrigerator  Range/Oven  Dishwasher  Disposal  Microwave  Washer/Dryer  Other (describe)  
 Finished area above grade contains: 5 Rooms 3 Bedrooms 1 Bath(s) 1,332 Square Feet of Gross Living Area Above Grade  
 Additional features (special energy efficient items, etc.). \*\* SEE "ADDITIONAL FEATURES" ADDENDUM \*\*

Describe the condition of the property (including needed repairs, deterioration, renovations, remodeling, etc.). \*\* SEE "DEPRECIATION" ADDENDUM\*\*

Are there any physical deficiencies or adverse conditions that affect the livability, soundness, or structural integrity of the property?  Yes  No If Yes, describe

Does the property generally conform to the neighborhood (functional utility, style, condition, use, construction, etc.)?  Yes  No If No, describe

# Uniform Residential Appraisal Report

GALLO  
File # 13,935

There are 8 comparable properties currently offered for sale in the subject neighborhood ranging in price from \$ 130,000 to \$ 250,000							
There are 4 comparable sales in the subject neighborhood within the past twelve months ranging in sale price from \$ 90,000 to \$ 230,000							
FEATURE	SUBJECT	COMPARABLE SALE # 1	COMPARABLE SALE # 2	COMPARABLE SALE # 3			
Address	1020 TENAYA DRIVE MODESTO, CA 95354-3720	807 KERR AVENUE MODESTO	405 THRASHER AVENUE MODESTO	334 BURNLEY STREET MODESTO			
Proximity to Subject		0.58 miles	0.43 miles	0.87 miles			
Sale Price	\$ N/A	\$ 122,500	\$ 189,000	\$ 108,000			
Sale Price/Gross Liv. Area	\$ sq.ft.	\$ 188.46 sq.ft.	\$ 216.74 sq.ft.	\$ 126.76 sq.ft.			
Data Source(s)		DOC # 46278	DOC # 44595	ESC # 7051273			
Verification Source(s)		MLS # 70021468	MLS # 70000352	MLS # 70051304			
VALUE ADJUSTMENTS	DESCRIPTION	DESCRIPTION	+(-) \$ Adjustment	DESCRIPTION	+(-) \$ Adjustment	DESCRIPTION	+(-) \$ Adjustment
Sales or Financing Concessions		CONV NONE KNOWN		CONV NONE KNOWN		CONV NONE KNOWN	
Date of Sale/Time		4/16/07 COE		4/6/07 COE		7/17/07 COE	
Location	AVERAGE	AVERAGE		AVERAGE		AVERAGE	
Leasehold/Fee Simple		FEE SIMPLE		FEE SIMPLE		FEE SIMPLE	
Site	6,500 Sq.Ft.	6534 SF	0	7841 SF	-1,000	4356 SF	+2,000
View	NONE	NONE		NONE		NONE	
Design (Style)	AVERAGE	AVERAGE		AVERAGE		AVERAGE	
Quality of Construction	AVERAGE	AVERAGE		AVERAGE		AVERAGE	
Actual Age	61 YEARS	52 YEARS	0	51 YEARS	0	67 YEARS	0
Condition	FAIR	FAIR		SUPERIOR	-50,000	INFERIOR	+15,000
Above Grade Room Count	Total Bdrms. Baths 5 3 1	Total Bdrms. Baths 4 2 1	+1,000	Total Bdrms. Baths 4 2 1	+1,000	Total Bdrms. Baths 4 2 1	+1,000
Gross Living Area	1,332 sq.ft.	650 sq.ft.	+21,800	872 sq.ft.	+14,700	852 sq.ft.	+15,400
Basement & Finished Rooms Below Grade	N/A	NONE		NONE		NONE	
Functional Utility	TYPICAL	TYPICAL		TYPICAL		TYPICAL	
Heating/Cooling	WALL/NONE	W/NONE		FLOOR/NONE		WALL/WALL	
Energy Efficient Items	AVERAGE	AVERAGE		AVERAGE		AVERAGE	
Garage/Carport	NO GARAGE	OPEN PARKIN		OPEN PARKIN		OPEN PARKIN	
Porch/Patio/Deck	PORCH/PATIO	PORCH/PATIO		PORCH/PATIO		PORCH/PATIO	
APPLIANCES	AVERAGE	AVERAGE		AVERAGE		AVERAGE	
LANDSCAPING	AVG. LANDSCP	AVG LANDSCP		AVG. LANDSCP		AVG. LANDSCP	
AMENITIES	AVERAGE	AVERAGE		AVERAGE		AVERAGE	
Net Adjustment (Total)		<input checked="" type="checkbox"/> + <input type="checkbox"/> - \$ 22,800	<input type="checkbox"/> + <input checked="" type="checkbox"/> - \$ 35,300	<input checked="" type="checkbox"/> + <input type="checkbox"/> - \$ 33,400			
Adjusted Sale Price of Comparables		Net Adj. 18.6 % Gross Adj. 18.6 % \$ 145,300	Net Adj. 18.7 % Gross Adj. 35.3 % \$ 153,700	Net Adj. 30.9 % Gross Adj. 30.9 % \$ 141,400			
I <input checked="" type="checkbox"/> did <input type="checkbox"/> did not research the sale or transfer history of the subject property and comparable sales. If not, explain							
My research <input type="checkbox"/> did <input checked="" type="checkbox"/> did not reveal any prior sales or transfers of the subject property for the three years prior to the effective date of this appraisal.							
Data Source(s) MLS, METROSCAN							
My research <input type="checkbox"/> did <input checked="" type="checkbox"/> did not reveal any prior sales or transfers of the comparable sales for the year prior to the date of sale of the comparable sale.							
Data Source(s) MLS, METROSCAN							
Report the results of the research and analysis of the prior sale or transfer history of the subject property and comparable sales (report additional prior sales on page 3).							
ITEM	SUBJECT	COMPARABLE SALE #1	COMPARABLE SALE #2	COMPARABLE SALE #3			
Date of Prior Sale/Transfer	NONE	NONE	NONE	NONE			
Price of Prior Sale/Transfer	NONE	NONE	NONE	NONE			
Data Source(s)	MLS, METROSCAN	MLS, METROSCAN	MLS, METROSCAN	MLS, METROSCAN			
Effective Date of Data Source(s)	7/15/2007	7/15/2007	7/15/2007	7/15/2007			
Analysis of prior sale or transfer history of the subject property and comparable sales							
Summary of Sales Comparison Approach ** SEE "SALES COMPARISON" ADDENDUM **							
Indicated Value by Sales Comparison Approach \$ 145,000							
Indicated Value by: Sales Comparison Approach \$ 145,000 Cost Approach (if developed) \$ 145,275 Income Approach (if developed) \$							
** SEE "FINAL RECONCILIATION" ADDENDUM **							
This appraisal is made <input checked="" type="checkbox"/> "as is", <input type="checkbox"/> subject to completion per plans and specifications on the basis of a hypothetical condition that the improvements have been completed, <input type="checkbox"/> subject to the following repairs or alterations on the basis of a hypothetical condition that the repairs or alterations have been completed, or <input type="checkbox"/> subject to the following required inspection based on the extraordinary assumption that the condition or deficiency does not require alteration or repair: ** SEE "COMMENTS AND CONDITIONS" ADDENDUM **							
Based on a complete visual inspection of the interior and exterior areas of the subject property, defined scope of work, statement of assumptions and limiting conditions, and appraiser's certification, my (our) opinion of the market value, as defined, of the real property that is the subject of this report is \$ 145,000, as of 7/24/2007, which is the date of inspection and the effective date of this appraisal.							

# Uniform Residential Appraisal Report

GALLO  
File # 13,935

**Replacement cost figures used in the cost approach are for valuation purposes only. No one, client or third party, should rely on these figures for insurance purposes. The definitions of market value on page 4 of this report may not be consistent with definitions of insurable value.**

**The Intended User of this appraisal report is the Lender/Client. The Intended Use is to evaluate the property that is the subject of this appraisal for a mortgage finance transaction, subject to the Scope of Work, purpose of the appraisal, reporting requirements of this appraisal report form, and Definition of market value. No additional intended users are identified by the appraiser.**

**This appraisal is not a substitute for a Home Inspection. Appraisers ability to determine condition is severely limited by concealed or obscured items such as floor coverings, exterior siding, personal property and other items not moved in the normal course of the visual inspection. Not included in this inspection is the signs of infestation, subsurface items or items otherwise concealed or obscured. Furthermore, no inspection of attic or crawl spaces were performed. No activation of mechanical, electrical or plumbing devices was performed. If the client or other parties involved are concerned regarding the above mentioned items, a home inspection should be performed by a qualified home inspector.**

**This appraiser has not made any search relating to the proximity to adverse influences such as but not limited to: nearby criminal activity, registered sex offenders or interim rehab facilities.**

ADDITIONAL COMMENTS

**COST APPROACH TO VALUE (not required by Fannie Mae)**

Provide adequate information for the lender/client to replicate the below cost figures and calculations.

Support for the opinion of site value (summary of comparable land sales or other methods for estimating site value) **HOME VALUE ONLY - \$53,275**

<b>ESTIMATED</b> <input type="checkbox"/> REPRODUCTION OR <input checked="" type="checkbox"/> REPLACEMENT COST NEW	OPINION OF SITE VALUE .....	=\$	90,000
Source of cost data <b>MARSHALL &amp; SWIFT, LOCAL BUILDERS</b>	DWELLING 1,332 Sq.Ft. @ \$ 120.00 .....	=\$	159,840
Quality rating from cost service <b>AVG</b> Effective date of cost data <b>1/1/2007</b>	N/A Sq.Ft. @ \$ .....	=\$	
Comments on Cost Approach (gross living area calculations, depreciation, etc.)		=\$	
** SEE "COST ADDENDUM" "IMPROVEMENT SKETCH" **	Garage/Carport Sq.Ft. @ \$ 0.00 .....	=\$	
	<b>Total Estimate of Cost-New</b> .....	=\$	159,840
	Less Physical Functional External		
	Depreciation 106,565 .....	= \$(	106,565)
	Depreciated Cost of Improvements .....	=\$	53,275
	"As-is" Value of Site Improvements .....	=\$	2,000
Estimated Remaining Economic Life (HUD and VA only) 20 Years	<b>INDICATED VALUE BY COST APPROACH</b> .....	=\$	145,275

COST APPROACH

**INCOME APPROACH TO VALUE (not required by Fannie Mae)**

Estimated Monthly Market Rent \$ **N/A** X Gross Rent Multiplier = \$ **Indicated Value by Income Approach**

Summary of Income Approach (including support for market rent and GRM)

INCOME

**PROJECT INFORMATION FOR PUDs (if applicable)**

Is the developer/builder in control of the Homeowners' Association (HOA)?  Yes  No Unit type(s)  Detached  Attached

Provide the following information for PUDs ONLY if the developer/builder is in control of the HOA and the subject property is an attached dwelling unit.

Legal Name of Project

Total number of phases Total number of units **N/A** Total number of units sold

Total number of units rented Total number of units for sale Data source(s)

Was the project created by the conversion of existing building(s) into a PUD?  Yes  No If Yes, date of conversion.

Does the project contain any multi-dwelling units?  Yes  No Data Source

Are the units, common elements, and recreation facilities complete?  Yes  No If No, describe the status of completion.

Are the common elements leased to or by the Homeowners' Association?  Yes  No If Yes, describe the rental terms and options.

Describe common elements and recreational facilities. **SUBJECT IS NOT A PUD**

PUD INFORMATION

## Uniform Residential Appraisal Report

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File # 13,935

This report form is designed to report an appraisal of a one-unit property or a one-unit property with an accessory unit; including a unit in a planned unit development (PUD). This report form is not designed to report an appraisal of a manufactured home or a unit in a condominium or cooperative project.

This appraisal report is subject to the following scope of work, intended use, intended user, definition of market value, statement of assumptions and limiting conditions, and certifications. Modifications, additions, or deletions to the intended use, intended user, definition of market value, or assumptions and limiting conditions are not permitted. The appraiser may expand the scope of work to include any additional research or analysis necessary based on the complexity of this appraisal assignment. Modifications or deletions to the certifications are also not permitted. However, additional certifications that do not constitute material alterations to this appraisal report, such as those required by law or those related to the appraiser's continuing education or membership in an appraisal organization, are permitted.

**SCOPE OF WORK:** The scope of work for this appraisal is defined by the complexity of this appraisal assignment and the reporting requirements of this appraisal report form, including the following definition of market value, statement of assumptions and limiting conditions, and certifications. The appraiser must, at a minimum: (1) perform a complete visual inspection of the interior and exterior areas of the subject property, (2) inspect the neighborhood, (3) inspect each of the comparable sales from at least the street, (4) research, verify, and analyze data from reliable public and/or private sources, and (5) report his or her analysis, opinions, and conclusions in this appraisal report.

**INTENDED USE:** The intended use of this appraisal report is for the lender/client to evaluate the property that is the subject of this appraisal for a mortgage finance transaction.

**INTENDED USER:** The intended user of this appraisal report is the lender/client.

**DEFINITION OF MARKET VALUE:** The most probable price which a property should bring in a competitive and open market under all conditions requisite to a fair sale, the buyer and seller, each acting prudently, knowledgeably and assuming the price is not affected by undue stimulus. Implicit in this definition is the consummation of a sale as of a specified date and the passing of title from seller to buyer under conditions whereby: (1) buyer and seller are typically motivated; (2) both parties are well informed or well advised, and each acting in what he or she considers his or her own best interest; (3) a reasonable time is allowed for exposure in the open market; (4) payment is made in terms of cash in U. S. dollars or in terms of financial arrangements comparable thereto; and (5) the price represents the normal consideration for the property sold unaffected by special or creative financing or sales concessions\* granted by anyone associated with the sale.

\*Adjustments to the comparables must be made for special or creative financing or sales concessions. No adjustments are necessary for those costs which are normally paid by sellers as a result of tradition or law in a market area; these costs are readily identifiable since the seller pays these costs in virtually all sales transactions. Special or creative financing adjustments can be made to the comparable property by comparisons to financing terms offered by a third party institutional lender that is not already involved in the property or transaction. Any adjustment should not be calculated on a mechanical dollar for dollar cost of the financing or concession but the dollar amount of any adjustment should approximate the market's reaction to the financing or concessions based on the appraiser's judgment.

**STATEMENT OF ASSUMPTIONS AND LIMITING CONDITIONS:** The appraiser's certification in this report is subject to the following assumptions and limiting conditions:

1. The appraiser will not be responsible for matters of a legal nature that affect either the property being appraised or the title to it, except for information that he or she became aware of during the research involved in performing this appraisal. The appraiser assumes that the title is good and marketable and will not render any opinions about the title.
2. The appraiser has provided a sketch in this appraisal report to show the approximate dimensions of the improvements. The sketch is included only to assist the reader in visualizing the property and understanding the appraiser's determination of its size.
3. The appraiser has examined the available flood maps that are provided by the Federal Emergency Management Agency (or other data sources) and has noted in this appraisal report whether any portion of the subject site is located in an identified Special Flood Hazard Area. Because the appraiser is not a surveyor, he or she makes no guarantees, express or implied, regarding this determination.
4. The appraiser will not give testimony or appear in court because he or she made an appraisal of the property in question, unless specific arrangements to do so have been made beforehand, or as otherwise required by law.
5. The appraiser has noted in this appraisal report any adverse conditions (such as needed repairs, deterioration, the presence of hazardous wastes, toxic substances, etc.) observed during the inspection of the subject property or that he or she became aware of during the research involved in performing the appraisal. Unless otherwise stated in this appraisal report, the appraiser has no knowledge of any hidden or unapparent physical deficiencies or adverse conditions of the property (such as, but not limited to, needed repairs, deterioration, the presence of hazardous wastes, toxic substances, adverse environmental conditions, etc.) that would make the property less valuable, and has assumed that there are no such conditions and makes no guarantees or warranties, express or implied. The appraiser will not be responsible for any such conditions that do exist or for any engineering or testing that might be required to discover whether such conditions exist. Because the appraiser is not an expert in the field of environmental hazards, this appraisal report must not be considered as an environmental assessment of the property.
6. The appraiser has based his or her appraisal report and valuation conclusion for an appraisal that is subject to satisfactory completion, repairs, or alterations on the assumption that the completion, repairs, or alterations of the subject property will be performed in a professional manner.

## Uniform Residential Appraisal Report

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**APPRAISER'S CERTIFICATION:** The Appraiser certifies and agrees that:

1. I have, at a minimum, developed and reported this appraisal in accordance with the scope of work requirements stated in this appraisal report.
2. I performed a complete visual inspection of the interior and exterior areas of the subject property. I reported the condition of the improvements in factual, specific terms. I identified and reported the physical deficiencies that could affect the livability, soundness, or structural integrity of the property.
3. I performed this appraisal in accordance with the requirements of the Uniform Standards of Professional Appraisal Practice that were adopted and promulgated by the Appraisal Standards Board of The Appraisal Foundation and that were in place at the time this appraisal report was prepared.
4. I developed my opinion of the market value of the real property that is the subject of this report based on the sales comparison approach to value. I have adequate comparable market data to develop a reliable sales comparison approach for this appraisal assignment. I further certify that I considered the cost and income approaches to value but did not develop them, unless otherwise indicated in this report.
5. I researched, verified, analyzed, and reported on any current agreement for sale for the subject property, any offering for sale of the subject property in the twelve months prior to the effective date of this appraisal, and the prior sales of the subject property for a minimum of three years prior to the effective date of this appraisal, unless otherwise indicated in this report.
6. I researched, verified, analyzed, and reported on the prior sales of the comparable sales for a minimum of one year prior to the date of sale of the comparable sale, unless otherwise indicated in this report.
7. I selected and used comparable sales that are locationally, physically, and functionally the most similar to the subject property.
8. I have not used comparable sales that were the result of combining a land sale with the contract purchase price of a home that has been built or will be built on the land.
9. I have reported adjustments to the comparable sales that reflect the market's reaction to the differences between the subject property and the comparable sales.
10. I verified, from a disinterested source, all information in this report that was provided by parties who have a financial interest in the sale or financing of the subject property.
11. I have knowledge and experience in appraising this type of property in this market area.
12. I am aware of, and have access to, the necessary and appropriate public and private data sources, such as multiple listing services, tax assessment records, public land records and other such data sources for the area in which the property is located.
13. I obtained the information, estimates, and opinions furnished by other parties and expressed in this appraisal report from reliable sources that I believe to be true and correct.
14. I have taken into consideration the factors that have an impact on value with respect to the subject neighborhood, subject property, and the proximity of the subject property to adverse influences in the development of my opinion of market value. I have noted in this appraisal report any adverse conditions (such as, but not limited to, needed repairs, deterioration, the presence of hazardous wastes, toxic substances, adverse environmental conditions, etc.) observed during the inspection of the subject property or that I became aware of during the research involved in performing this appraisal. I have considered these adverse conditions in my analysis of the property value, and have reported on the effect of the conditions on the value and marketability of the subject property.
15. I have not knowingly withheld any significant information from this appraisal report and, to the best of my knowledge, all statements and information in this appraisal report are true and correct.
16. I stated in this appraisal report my own personal, unbiased, and professional analysis, opinions, and conclusions, which are subject only to the assumptions and limiting conditions in this appraisal report.
17. I have no present or prospective interest in the property that is the subject of this report, and I have no present or prospective personal interest or bias with respect to the participants in the transaction. I did not base, either partially or completely, my analysis and/or opinion of market value in this appraisal report on the race, color, religion, sex, age, marital status, handicap, familial status, or national origin of either the prospective owners or occupants of the subject property or of the present owners or occupants of the properties in the vicinity of the subject property or on any other basis prohibited by law.
18. My employment and/or compensation for performing this appraisal or any future or anticipated appraisals was not conditioned on any agreement or understanding, written or otherwise, that I would report (or present analysis supporting) a predetermined specific value, a predetermined minimum value, a range or direction in value, a value that favors the cause of any party, or the attainment of a specific result or occurrence of a specific subsequent event (such as approval of a pending mortgage loan application).
19. I personally prepared all conclusions and opinions about the real estate that were set forth in this appraisal report. If I relied on significant real property appraisal assistance from any individual or individuals in the performance of this appraisal or the preparation of this appraisal report, I have named such individual(s) and disclosed the specific tasks performed in this appraisal report. I certify that any individual so named is qualified to perform the tasks. I have not authorized anyone to make a change to any item in this appraisal report; therefore, any change made to this appraisal is unauthorized and I will take no responsibility for it.
20. I identified the lender/client in this appraisal report who is the individual, organization, or agent for the organization that ordered and will receive this appraisal report.

## Uniform Residential Appraisal Report

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File # 13,935

21. The lender/client may disclose or distribute this appraisal report to: the borrower; another lender at the request of the borrower; the mortgagee or its successors and assigns; mortgage insurers; government sponsored enterprises; other secondary market participants; data collection or reporting services; professional appraisal organizations; any department, agency, or instrumentality of the United States; and any state, the District of Columbia, or other jurisdictions; without having to obtain the appraiser's or supervisory appraiser's (if applicable) consent. Such consent must be obtained before this appraisal report may be disclosed or distributed to any other party (including, but not limited to, the public through advertising, public relations, news, sales, or other media).

22. I am aware that any disclosure or distribution of this appraisal report by me or the lender/client may be subject to certain laws and regulations. Further, I am also subject to the provisions of the Uniform Standards of Professional Appraisal Practice that pertain to disclosure or distribution by me.

23. The borrower, another lender at the request of the borrower, the mortgagee or its successors and assigns, mortgage insurers, government sponsored enterprises, and other secondary market participants may rely on this appraisal report as part of any mortgage finance transaction that involves any one or more of these parties.

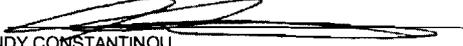
24. If this appraisal report was transmitted as an "electronic record" containing my "electronic signature," as those terms are defined in applicable federal and/or state laws (excluding audio and video recordings), or a facsimile transmission of this appraisal report containing a copy or representation of my signature, the appraisal report shall be as effective, enforceable and valid as if a paper version of this appraisal report were delivered containing my original hand written signature.

25. Any intentional or negligent misrepresentation(s) contained in this appraisal report may result in civil liability and/or criminal penalties including, but not limited to, fine or imprisonment or both under the provisions of Title 18, United States Code, Section 1001, et seq., or similar state laws.

**SUPERVISORY APPRAISER'S CERTIFICATION:** The Supervisory Appraiser certifies and agrees that:

1. I directly supervised the appraiser for this appraisal assignment, have read the appraisal report, and agree with the appraiser's analysis, opinions, statements, conclusions, and the appraiser's certification.
2. I accept full responsibility for the contents of this appraisal report including, but not limited to, the appraiser's analysis, opinions, statements, conclusions, and the appraiser's certification.
3. The appraiser identified in this appraisal report is either a sub-contractor or an employee of the supervisory appraiser (or the appraisal firm), is qualified to perform this appraisal, and is acceptable to perform this appraisal under the applicable state law.
4. This appraisal report complies with the Uniform Standards of Professional Appraisal Practice that were adopted and promulgated by the Appraisal Standards Board of The Appraisal Foundation and that were in place at the time this appraisal report was prepared.
5. If this appraisal report was transmitted as an "electronic record" containing my "electronic signature," as those terms are defined in applicable federal and/or state laws (excluding audio and video recordings), or a facsimile transmission of this appraisal report containing a copy or representation of my signature, the appraisal report shall be as effective, enforceable and valid as if a paper version of this appraisal report were delivered containing my original hand written signature.

## APPRAISER

Signature   
 Name ANDY CONSTANTINOU  
 Company Name STANISLAUS APPRAISERS  
 Company Address PO.BOX 1993  
CERES CA 95307  
 Telephone Number 209 537 5331  
 Email Address cyrus01@sbcglobal.net  
 Date of Signature and Report July 26, 2007  
 Effective Date of Appraisal 7/24/2007  
 State Certification # AR010974  
 or State License # \_\_\_\_\_  
 or Other (describe) \_\_\_\_\_ State # \_\_\_\_\_  
 State CA  
 Expiration Date of Certification or License 11/26/2008

ADDRESS OF PROPERTY APPRAISED  
1020 TENAYA DRIVE  
MODESTO, CA 95354-3720  
 APPRAISED VALUE OF SUBJECT PROPERTY \$ 145,000  
 LENDER/CLIENT  
 Name AMY  
 Company Name G3 ENTERPRISES, INC  
 Company Address 502 E WHITMORE AVENUE, MODESTO, CA  
95358  
 Email Address \_\_\_\_\_

## SUPERVISORY APPRAISER (ONLY IF REQUIRED)

Signature \_\_\_\_\_  
 Name \_\_\_\_\_  
 Company Name \_\_\_\_\_  
 Company Address \_\_\_\_\_  
 Telephone Number \_\_\_\_\_  
 Email Address \_\_\_\_\_  
 Date of Signature \_\_\_\_\_  
 State Certification # \_\_\_\_\_  
 or State License # \_\_\_\_\_  
 State \_\_\_\_\_  
 Expiration Date of Certification or License \_\_\_\_\_

## SUBJECT PROPERTY

- Did not inspect subject property  
 Did inspect exterior of subject property from street  
 Date of Inspection \_\_\_\_\_  
 Did inspect interior and exterior of subject property  
 Date of Inspection \_\_\_\_\_

## COMPARABLE SALES

- Did not inspect exterior of comparable sales from street  
 Did inspect exterior of comparable sales from street  
 Date of Inspection \_\_\_\_\_



**Supplemental Addendum**

File No. 13,935 Page #8

File No. 13,935

Borrower/Client HABITAT			
Property Address 1020 TENAYA DRIVE			
City MODESTO	County STANISLAUS	State CA	Zip Code 95354-3720
Lender G3 ENTERPRISES, INC			

- **NEIGHBORHOOD COMMENTS**

SUBJECT IS PART OF A RESIDENTIAL NEIGHBORHOOD OF MODESTO WHICH IS MADE UP OF MOSTLY ONE STORY AVERAGE QUALITY HOMES, THE HOMES IN THE IMMEDIATE NEIGHBORHOOD ARE GENERALLY WELL MAINTAINED, SCHOOLS AND SHOPPING ARE RELATIVELY CONVENIENT. EMPLOYMENT OPPORTUNITIES ARE RELATIVELY STABLE. THERE IS ALSO A WIDE RANGE OF OPPORTUNITIES WITHIN 30 MINUTES TO 1 1/2 HOURS AWAY. PUBLIC TRANSPORTATION CONSISTS OF PRIVATE TAXIS AND PUBLIC BUSES. PUBLIC UTILITIES ARE READILY AVAILABLE. PROPERTIES IN THE NEIGHBORHOOD EXHIBIT AN AVERAGE LEVEL OF COMPATIBILITY AND GENERAL APPEARANCE. A VARIETY OF RECREATIONAL FACILITIES SERVE THE COMMUNITY. SUBJECT NEIGHBORHOOD RECEIVES AN AVERAGE LEVEL OF PROTECTION AGAINST CRIME, FIRE AND OTHER DETRIMENTAL CONDITIONS THROUGH PUBLIC AGENCIES. APPEAL OF THE PROPERTIES IN THE NEIGHBORHOOD ARE CONSIDERED AVERAGE.

- **GENERAL MARKET**

SUBJECT'S MARKET CONDITIONS APPEAR TO BE STABLE WITH SUPPLY GENERALLY GREATER THAN DEMAND WITH DECLINING PROPERTY VALUES. MARKETING TIME IS TYPICALLY ONE TO SIX MONTHS. SELLER CONCESSIONS ARE UNUSUAL IN THIS MARKET WITH THE OCCASIONAL EXCEPTION OF THE SELLER'S PAYING OF BUYER'S NORMAL NON-RECURRING CLOSING COSTS. WHEN CONCESSIONS DO OCCUR THEY ARE GENERALLY NOMINAL AND HAVE LITTLE INFLUENCE ON VALUE.

- **SITE COMMENTS**

THE SUBJECT SITE HAS BEEN IMPROVED WITH MINIMAL LANDSCAPING. THERE ARE NORMAL PUBLIC UTILITIES AND SETBACK LINES. NO ADVERSE EASEMENT OR ENCUMBRANCES ARE APPARENT. ZONING IS FOR RESIDENTIAL PURPOSES AND IMPROVEMENTS APPEAR TO CONFORM TO ALL ZONING LAWS. THE SUBJECT IS NOT LOCATED WITHIN THE BOUNDARIES OF A SPECIAL STUDIES ZONE AS DEFINED IN THE LANGUAGE OF THE ALQUIST-PRIOLO SPECIAL STUDIES ACT OF 1977, AND NO SOIL PROBLEMS OF ANY KIND ARE APPARENT ON OR AROUND THE SITE. SUBJECT IS NOT LOCATED WITHIN A SPECIAL FLOOD AREA AS IDENTIFIED BY MAPS ISSUED BY THE FEDERAL EMERGENCY MANAGEMENT AGENCY. THIS APPRAISER HAS CONSIDERED THE HIGHEST AND BEST USE OF THE PROPERTY APPRAISED AND IT IS HIS OPINION THAT THE HIGHEST AND BEST USE IS THE CURRENT USE AT THIS TIME AND IN THE FORESEEABLE FUTURE. THIS OPINION HAS BEEN BASED UPON TAKEN INTO CONSIDERATION THE FOLLOWING FACTORS: 1) THE EXISTING LAND USE REGULATIONS, 2) THE POTENTIAL FOR MODIFICATIONS FOR SUCH LAND USE REGULATIONS, 3) ECONOMIC DEMAND, 4) THE PHYSICAL ADAPTABILITY OF THE SUBJECT, 5) THE NEIGHBORHOOD TRENDS, 6) THE OPTIMAL USAGE OF THE PROPERTY.

- **DEPRECIATION**

SUBJECT'S DEPRECIATION IS BASED ON THE AGE/LIFE METHOD. ROOF APPEARS TO BE IN FAIR CONDITION. SUBJECT'S INTERIOR IS IN OVERALL FAIR CONDITION. ROOM SIZES ARE AVERAGE AND FINISH WORK IS AVERAGE QUALITY. OVERALL APPEAL IS AVERAGE. THIS APPRAISER IS NOT QUALIFIED TO DETECT TOXIC SUBSTANCES SUCH AS ASBESTOS, UREA-FORMALDEHYDE INSULATION, OR OTHER POTENTIAL HAZARDOUS MATERIALS AND MAKES NO STATEMENT NOR ASSUMES RESPONSIBILITY FOR SUCH "UNDETECTABLE" CONDITIONS.

A LARGE CRACK WAS NOTED ON THE REAR EXTERIOR WALL. A GENERAL CONTRACTOR SHOULD BE CONTACTED FOR AN ESTIMATED COST TO CURE; HOWEVER, FOR PURPOSES OF THIS APPRAISAL AN ADDITIONAL PHYSICAL DEPRECIATION WAS ESTIMATED AT \$4000 IN THE COST AND MARKET APPROACHES OF THIS APPRAISAL.

- **COMMENTS ON COST APPROACH**

THE RATIO BETWEEN VALUE OF LAND AND IMPROVEMENTS IS TYPICAL OF THIS AREA. LAND VALUE IS BY THE ABSTRACTION METHOD.

- **COMMENTS ON SALES COMPARISON**

ALL COMPS ARE HOMES OF SIMILAR QUALITY AND AGE AS THE SUBJECT FROM THE SUBJECT'S IMMEDIATE NEIGHBORHOOD. ALL COMPS VARIED IN LOT SIZE FROM THE SUBJECT, SITE ADJUSTMENTS WERE MADE ACCORDINGLY. COMPS 1, 5 & 6 ARE SIMILAR IN CONDITION AS THE SUBJECT, WHILE COMPS 2 - 4 VARIED. CONDITION WAS EVIDENCED WITH A DRIVE BY INSPECTION AND AGENT COMMENTS AND ADJUSTMENTS WERE MADE ACCORDINGLY. COMPS 1 - 3 ARE CONFIRMED CLOSED SALES, WHILE COMP 4 IS A PENDING SALE AND 5 & 6 ARE ACTIVE LISTINGS. THE FOLLOWING ARE THE DATA SOURCES UTILIZED TO CONFIRM THE CLOSINGS: LOCAL MLS AND METROSCAN. ALL COMPS WERE GIVEN EQUAL CONSIDERATION.

**Supplemental Addendum**

File No. 13.935 Page #9

File No. 13,935

Borrower/Client	HABITAT						
Property Address	1020 TENAYA DRIVE						
City	MODESTO	County	STANISLAUS	State	CA	Zip Code	95354-3720
Lender	G3 ENTERPRISES, INC						

- **COMMENTS AND CONDITIONS OF APPRAISAL**

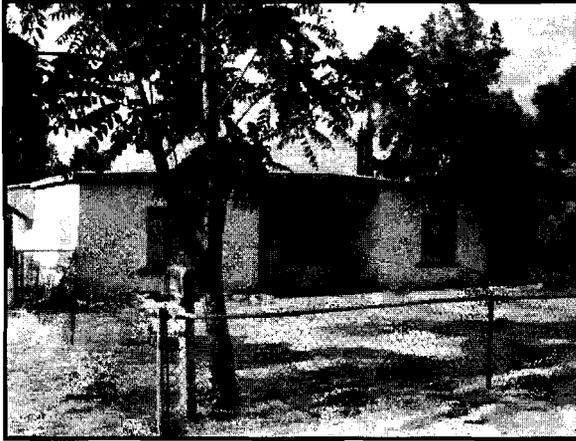
THIS IS AN APPRAISAL REPORT COMPLETED TO ESTABLISH MARKET VALUE OF THE SUBJECT FOR MORTGAGE PURPOSES. IT HAS BEEN COMPLETED IN SUCH A MANNER AS TO COMPLY WITH CURRENT FNMA AND FHLMC GUIDELINES. THIS APPRAISER HAS RESEARCHED SUBJECT'S POTENTIAL SALES HISTORY FOR A PERIOD OF THREE YEARS UTILIZING DATA PROVIDED BY METROSCAN AND LOCAL MULTIPLE LISTING SERVICE. ALL APPLICABLE INFORMATION KNOWN TO THIS APPRAISER CONCERNING THE SUBJECT DURING THIS PERIOD HAS BEEN REVEALED IN THIS REPORT.

- **FINAL RECONCILIATION**

THE MARKET APPROACH BEING THE MOST RELIABLE APPROACH FOR DETERMINING THE VALUE FOR SINGLE FAMILY HOMES IS GIVEN THE PRIMARY CONSIDERATION IN THE FINAL RECONCILIATION. THE INCOME APPROACH IS NOT UTILIZED DUE TO THE LACK OF AVAILABILITY OF RENTAL DATA. THE COST APPROACH IS UTILIZED, BUT IS A LAND RESIDUAL APPROACH WITH LAND DETERMINED BY ABSTRACTION.

**Subject Photo Page**

Borrower/Client HABITAT			
Property Address 1020 TENAYA DRIVE			
City MODESTO	County STANISLAUS	State CA	Zip Code 95354-3720
Lender G3 ENTERPRISES, INC			

**Subject Front**

1020 TENAYA DRIVE  
Sales Price N/A  
Gross Living Area 1,332  
Total Rooms 5  
Total Bedrooms 3  
Total Bathrooms 1  
Location AVERAGE  
View NONE  
Site 6,500 Sq.Ft.  
Quality AVERAGE  
Age 61 YEARS

**Subject Rear****Subject Street**

**Subject Photo Page**

Borrower/Client HABITAT				
Property Address 1020 TENAYA DRIVE				
City	MODESTO	County	STANISLAUS	State CA
				Zip Code 95354-3720
Lender G3 ENTERPRISES, INC				

**Subject Interior**

1020 TENAYA DRIVE  
 Sales Price N/A  
 Gross Living Area 1,332  
 Total Rooms 5  
 Total Bedrooms 3  
 Total Bathrooms 1  
 Location AVERAGE  
 View NONE  
 Site 6,500 Sq.Ft.  
 Quality AVERAGE  
 Age 61 YEARS



**Comparable Photo Page**

Borrower/Client HABITAT			
Property Address 1020 TENAYA DRIVE			
City MODESTO	County STANISLAUS	State CA	Zip Code 95354-3720
Lender G3 ENTERPRISES, INC			

**Comparable 1**

807 KERR AVENUE  
 Prox. to Subject 0.58 miles  
 Sale Price 122,500  
 Gross Living Area 650  
 Total Rooms 4  
 Total Bedrooms 2  
 Total Bathrooms 1  
 Location AVERAGE  
 View NONE  
 Site 6534 SF  
 Quality AVERAGE  
 Age 52 YEARS

**Comparable 2**

405 THRASHER AVENUE  
 Prox. to Subject 0.43 miles  
 Sale Price 189,000  
 Gross Living Area 872  
 Total Rooms 4  
 Total Bedrooms 2  
 Total Bathrooms 1  
 Location AVERAGE  
 View NONE  
 Site 7841 SF  
 Quality AVERAGE  
 Age 51 YEARS

**Comparable 3**

334 BURNEY STREET  
 Prox. to Subject 0.87 miles  
 Sale Price 108,000  
 Gross Living Area 852  
 Total Rooms 4  
 Total Bedrooms 2  
 Total Bathrooms 1  
 Location AVERAGE  
 View NONE  
 Site 4356 SF  
 Quality AVERAGE  
 Age 67 YEARS

**Comparable Photo Page**

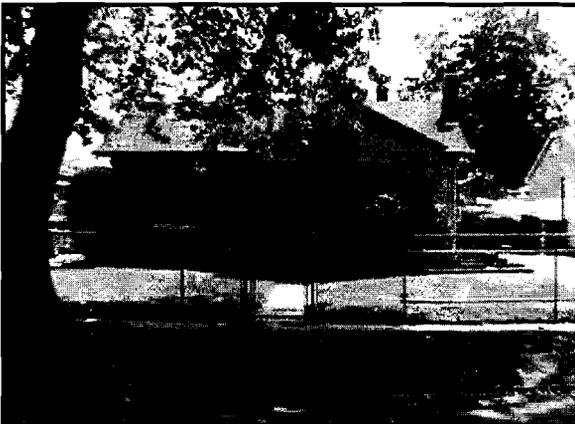
Borrower/Client HABITAT			
Property Address 1020 TENAYA DRIVE			
City MODESTO	County STANISLAUS	State CA	Zip Code 95354-3720
Lender G3 ENTERPRISES, INC			

**Comparable 4**

735 BENSON AVENUE  
 Prox. to Subject 0.44 miles  
 Sale Price 99,000  
 Gross Living Area 764  
 Total Rooms 4  
 Total Bedrooms 2  
 Total Bathrooms 1  
 Location AVERAGE  
 View NONE  
 Site 8190 SF  
 Quality AVERAGE  
 Age 61 YEARS

**Comparable 5**

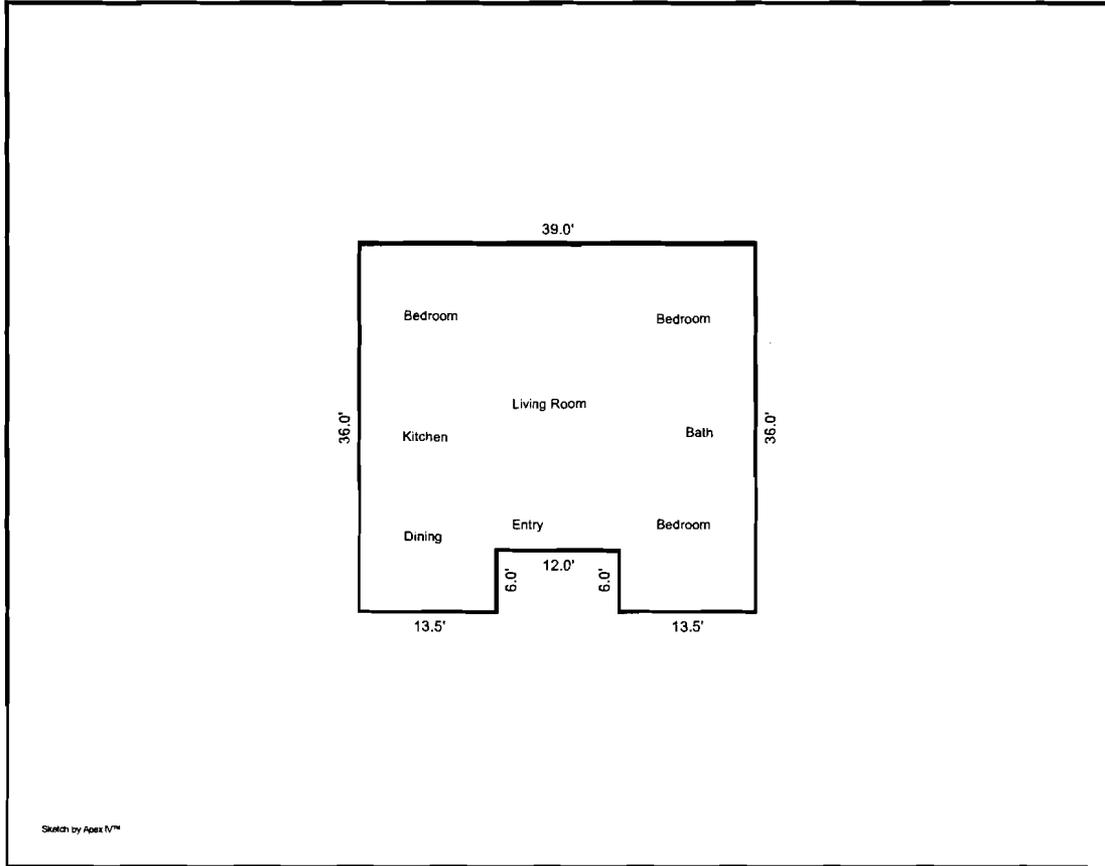
257 S SANTA CRUZ AVENUE  
 Prox. to Subject 0.23 miles  
 Sale Price 150,000  
 Gross Living Area 906  
 Total Rooms 4  
 Total Bedrooms 2  
 Total Bathrooms 1  
 Location AVERAGE  
 View NONE  
 Site 11326 SF  
 Quality AVERAGE  
 Age 86 YEARS

**Comparable 6**

240 S SANTA ANA AVENUE  
 Prox. to Subject 0.19 miles  
 Sale Price 169,999  
 Gross Living Area 1,263  
 Total Rooms 5  
 Total Bedrooms 2  
 Total Bathrooms 1  
 Location AVERAGE  
 View NONE  
 Site 11326  
 Quality AVERAGE  
 Age 77 YEARS

**Building Sketch (Page - 1)**

Borrower/Client HABITAT			
Property Address 1020 TENAYA DRIVE			
City	MODESTO	County	STANISLAUS
State	CA	Zip Code	95354-3720
Lender G3 ENTERPRISES, INC			



Sketch by Apex IV™

Comments:

AREA CALCULATIONS SUMMARY			
Code	Description	Net Size	Net Totals
GLA1	First Floor	1332.0	1332.0
Net LIVABLE Area		(Rounded)	1332

LIVING AREA BREAKDOWN		
Breakdown	Subtotals	
First Floor		
30.0 x 39.0		1170.0
6.0 x 13.5		81.0
6.0 x 13.5		81.0
3 Items	(Rounded)	1332



### Location Map

Borrower/Client HABITAT			
Property Address 1020 TENAYA DRIVE			
City	County	State	Zip Code
MODESTO	STANISLAUS	CA	95354-3720
Lender G3 ENTERPRISES, INC			

