

AFTER RECORDING RETURN TO:

Citibank, N.A.
Transaction Management Group/Post Closing
390 Greenwich Street, 2nd Floor
New York, NY 10013
Attn: Transaction Management Group/Post Closing

Citi # []

ASSIGNMENT OF DEED OF TRUST

KNOW ALL PERSONS BY THESE PRESENTS:

The **COUNTY OF CONTRA COSTA, CALIFORNIA**, a political subdivision and body corporate and politic, organized and existing under the laws of the State of California ("**Assignor**"), pursuant to that certain Funding Loan Agreement of even date herewith (the "**Funding Loan Agreement**") between Assignor and **CITIBANK, N.A.** ("**Assignee**"), for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, does by these presents assign, without recourse, to Assignee all of Assignor's right, title and interest in and to, subject to the Unassigned Rights (as defined in the Funding Loan Agreement), and its obligations under (except for such obligations as cannot be assigned as a matter of law) the instruments ("**Assigned Instruments**") described on Schedule 1 attached hereto. This Assignment is dated for reference purposes only as of the 1st day of June, 2016, and will not be effective and binding on the parties hereto unless and until the Closing Date occurs.

TOGETHER with the Note described in the Assigned Instruments, and the money due and to become due thereon, with the interest thereon, TO HAVE AND TO HOLD the same unto the said Assignee forever, subject only to all the provisions contained therein, AND the said Assignor hereby constitutes and appoints the Assignee as the Assignor's true and lawful attorney, irrevocable in law or in equity, in the Assignor's name, place and stead, but at Assignee's cost and expense, to have, use and take all lawful ways and means for the recovery of all of the said money and interest; and in case of payment, to discharge the same as fully as the Assignor might or could if these presents were not made.

Overriding Limitations. In no event shall Assignor:

(i) prosecute its action to a lien on the Project (as defined in that certain Borrower Loan Agreement by and between **VL, L.P.**, a California limited partnership ("**Borrower**") and Assignor (the "**Loan Agreement**"); or

(ii) take any action which may have the effect, directly or indirectly, of impairing the ability of Borrower to timely pay the principal of, interest on, or other amounts due under, the Loan or of causing Borrower to file a petition seeking reorganization, arrangement, adjustment or composition of or in respect of Borrower under any applicable liquidation, insolvency, bankruptcy, rehabilitation, composition, reorganization, conservation or other similar law in effect now or in the future; or

(iii) interfere with the exercise by Assignee or Servicer of any of their rights under the Loan Documents upon the occurrence of an event of default by Borrower under the Loan Documents; or

(iv) take any action to accelerate or otherwise enforce payment or seek other remedies with respect to the Loan.

Definitions. All capitalized terms that are used and are not defined herein shall have the respective meanings ascribed to them in the Loan Agreement. In all references herein to any parties, persons, entities or corporations the use of any particular gender on the plural or singular number is intended to include the appropriate gender or number as the text of the within instrument may require.

[signature page follows]

IN WITNESS WHEREOF, the undersigned has duly executed and delivered this Assignment of Deed of Trust or caused this Assignment of Deed of Trust to be duly executed and delivered by its authorized representative as of the date first set forth above. The undersigned intends that this instrument shall be deemed to be signed and delivered as a sealed instrument.

ASSIGNOR:

**COUNTY OF CONTRA COSTA,
CALIFORNIA**

By: _____
Name:
Title:

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

State of California)

County of _____)

On _____ before me, _____, a Notary Public in and for said State, personally appeared, _____, who proved to me the basis of satisfactory evidence to be the person (s) whose name (s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her their authorized capacity (ies), and that by his/her/their signature (s) on the instrument the person (s), or the entity upon behalf of which the person (s) acted, executed the instrument.

I certify under penalty of perjury under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature _____

SCHEDULE 1
TO
ASSIGNMENT OF DEED OF TRUST

ASSIGNEE:

Citibank, N.A.
390 Greenwich Street, 2nd Floor
New York, New York 10013
Attn: Desk Head, Transaction Management Group

ASSIGNED INSTRUMENTS:

1. Multifamily Note by Borrower to Assignor dated as of the Closing Date, in the original principal amount of up to \$[15,790,000].
2. Borrower Loan Agreement by and between Assignor and Borrower dated as of June 1, 2016.
3. Multifamily Deed of Trust, Assignment of Rents, Security Agreement and Fixture Filing dated as of the date hereof executed by Borrower for the benefit of Assignor, which is being recorded immediately prior hereto in the Recorder's Office of Contra Costa County, California, and encumbering the real property (and improvements thereon) that is more particularly described on **Exhibit A**.

EXHIBIT A

LEGAL DESCRIPTION

[_____]