

OMNIBUS ASSIGNMENT, ASSUMPTION, AND CONSENT AGREEMENT
(Virginia Lane)

THIS OMNIBUS ASSIGNMENT, ASSUMPTION, AND CONSENT AGREEMENT (the "Agreement") is dated July 15, 2016, and is by and among the County of Contra Costa, a political subdivision of the State of California (the "County"), Virginia Lane Limited Partnership, a California limited partnership ("Virginia Lane"), and VL, L.P., a California limited partnership (the "New Partnership").

RECITALS

A. Virginia Lane is the owner of that certain real property located at 1121 Virginia Lane and 1140 Virginia Lane in the City of Concord, County of Contra Costa, State of California (the "Property"). The Property has been improved with ninety-one (91) units of multifamily housing (the "Improvements").

B. On June 1, 1999, the County loaned Virginia Lane Two Hundred Ninety Thousand Dollars (\$290,000) of Home Investment Partnerships Act funds (the "Original HOME Loan").

C. The Original HOME Loan was evidenced by the following documents: (i) a Regulatory Agreement and Declaration of Restrictive Covenants dated as of June 1, 1999 between Virginia Lane and the County, which was recorded against the Property in the official records of Contra Costa County (the "Official Records") as Instrument No. 1999-0151306-00 (the "Original Regulatory Agreement"), (ii) a Deed of Trust and Security Agreement dated as of June 1, 1999 executed by Virginia Lane, which was recorded against the Property in the Official Records as document number 1999-0151307-00 (the "Original Deed of Trust"), (iii) a First Amended and Restated Intercreditor Agreement dated as of March 2, 2006 among the County, Virginia Lane and the City of Concord (the "City"), which was recorded against the Property in the Official Records as Instrument No. 2006-86780 (the "Original Intercreditor Agreement"), (iv) a Promissory Note dated June 1, 1999 executed by Virginia Lane (the "Original Note"), and (v) a HOME Loan Agreement dated as of June 1, 1999 between Virginia Lane and the County (the "Original Loan Agreement"). Together, the Original Regulatory Agreement, the Original Deed of Trust, the Original Intercreditor Agreement, the Original Note, and the Original Loan Agreement are the "Original County Loan Documents."

D. The Improvements are in need of rehabilitation. In support of the rehabilitation Virginia Lane and the County have entered into a Modification Agreement dated July 13, 2016 (the "Modification Agreement"), under which the interest accrued on the Original HOME Loan has been capitalized into the outstanding principal balance for a new principal amount of Four Hundred Thirty-Eight Thousand Nine Hundred Forty-Nine Dollars (\$438,949) (the "Adjusted Original HOME Loan"). Also pursuant to the Modification Agreement the Original HOME Loan has been restructured to (i) change the interest rate from three percent (3%) simple interest to the Applicable Federal Rate applicable to long-term loans with annual compounding, as calculated in accordance with Internal Revenue Code Section 1274(d), and (ii) extend the repayment term.

E. In further support of the rehabilitation of the Improvements, the New Partnership intends to borrow One Million Five Hundred Thousand Dollars (\$1,500,000) of additional funds from the County (which, when combined with the Adjusted Original HOME Loan, is the "New Loan") and to execute documents to evidence its obligation to repay the New Loan, including (i) two regulatory agreements each with a 55-year term, (ii) a loan agreement, (iii) a deed of trust with assignment of rents, security agreement and fixture filing, (iv) an intercreditor agreement, (v) two promissory notes, and (vi) such other documents as the parties deem advisable or necessary (together, such documents are the "New Loan Documents"). The closing of the New Loan and the execution of the New Loan Documents is the "New Financing."

F. Upon the closing of the New Financing, the Original County Loan Documents will be terminated.

G. To permit the New Financing to occur Virginia Lane desires to (i) transfer all of its rights, title, and interest in the Property to the New Partnership (such transfer, the "Transfer"), and (ii) assign the Adjusted Original HOME Loan as modified by the Modification Agreement to the New Partnership. The New Partnership desires to assume the Adjusted Original HOME Loan as modified by the Modification Agreement. The Transfer, and assignment and assumption of the Adjusted Original HOME Loan, require the County's consent.

NOW, THEREFORE, in consideration of the mutual benefits accruing to the parties hereto and other valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties agree as follows:

AGREEMENT

1. Representations of Virginia Lane. Virginia Lane represents and warrants that:

a. It has not previously assigned, pledged, hypothecated or otherwise transferred any of its rights, title, or interest in or obligations under the Adjusted Original HOME Loan.

b. It has received the consent of all other existing lenders on the Property to the transfer of the Property, and the assignment and assumptions contemplated by this agreement and that such actions will not constitute a default under any of such lenders' loan documents.

c. No event has occurred and is continuing which would constitute a default and no event has occurred and is continuing which, with notice or the passage of time or both, would be an event of default under any of the Original County Loan Documents

2. Consent to Transfer of Property. Subject to the New Partnership's execution of the New Loan Documents in a form satisfactory to the County, the County consents to the Transfer.

3. Assignment of Adjusted Original HOME Loan.

a. Assignment. Virginia Lane hereby assigns to the New Partnership all of Virginia Lane's rights, title, and interest in and obligations under the Adjusted Original HOME Loan as modified by the Modification Agreement (the "Assignment").

b. Assumption. The New Partnership hereby accepts the Assignment and assumes Virginia Lane's obligation to repay the Adjusted Original HOME Loan as modified by the Modification Agreement, in accordance with the terms of a promissory note of even date herewith from the New Partnership to the County (the "New Note").

c. County Consent. Subject to the New Partnership's execution of the New Loan Documents, including the New Note, in a form satisfactory to the County, the County consents to the Assignment.

d. Accrued Interest. Simultaneously with the Assignment, Virginia Lane shall pay to the County any interest on the Adjusted HOME Loan accruing from the date of the Modification Agreement through to the date of this Agreement.

4. Original County Loan Documents.

a. Original Regulatory Agreement. Simultaneous with the closing of the New Loan Documents and recordation of two new regulatory agreements, the County will terminate the Original Regulatory Agreement and will cause a notice of such termination to be recorded in the Official Records, which notice will refer to document number No. 1999-0151306-00.

b. Original Deed of Trust. Simultaneous with the closing of the New Loan Documents and recordation of a new deed of trust, the County will reconvey the Original Deed of Trust and will cause a reconveyance to be recorded in the Official Records, which reconveyance will refer to document number 1999-0151307-00.

c. Original Intercreditor Agreement. Simultaneous with the closing of the New Loan Documents and recordation of a new intercreditor agreement, the County along with the City will terminate the Original Intercreditor Agreement and will cause a notice of such termination to be recorded in the Official Records, which notice will refer to document number 2006-86780.

d. Original Loan Agreement. Simultaneous with the closing of the New Loan Documents and execution of a new loan agreement, the Original Loan Agreement will terminate and will be superseded by such new loan agreement.

e. Original Note. Simultaneous with the closing of the New Loan Documents, including the New Note, the County will cancel the Original Note and deliver the cancelled Original Note to Virginia Lane.

5. Title of Parts and Sections. Any titles of the sections or subsections of this Agreement are inserted for convenience of reference only and are to be disregarded in interpreting any part of the Agreement's provisions.
6. Attorneys' Fees Enforcement. If any attorney is engaged by any party hereto to enforce or defend any provision of this Agreement, the prevailing party or parties are entitled to costs and reasonable attorneys' fees.
7. Successors and Assigns. This Agreement binds and inures to the benefit of the legal representatives, heirs, successors and assigns of the parties.
8. California Law. The laws of the State of California govern all matters arising out of this Agreement.
9. Counterparts. This Agreement may be signed by the different parties hereto in counterparts, each of which is deemed an original but all of which together constitute one and the same agreement.

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IN WITNESS WHEREOF, the parties have executed this Agreement as of the day first above written.

VIRGINIA LANE:

VIRGINIA LANE LIMITED PARTNERSHIP, a
California limited partnership

By: Eden Housing Inc., a California nonprofit
public benefit corporation, its general partner

By: _____
Linda Mandolini, President

NEW PARTNERSHIP:

VL, L.P., a California limited partnership

By: VL, LLC, a California limited liability
company, its general partner

By: Eden Housing, Inc., a California
nonprofit public benefit corporation,
its manager

By: _____
Linda Mandolini, President

COUNTY:

COUNTY OF CONTRA COSTA, a political
subdivision of the State of California

By: _____

Its: _____

APPROVED AS TO FORM:

SHARON L. ANDERSON
County Counsel

By: _____
Kathleen Andrus
Deputy County Counsel