

RECORDING REQUESTED BY AND
WHEN RECORDED MAIL TO:

Wells Fargo Bank, National Association
Community Lending and Investment
MAC #A0119-183
333 Market Street, 18th Floor
San Francisco, California 94105

Attn: Loan Administration Officer
Loan No. 1016078

SPACE ABOVE THIS LINE FOR RECORDER'S USE

ASSIGNMENT OF DEED OF TRUST AND LOAN DOCUMENTS

This Assignment of Deed of Trust and Loan Documents ("**Assignment**") is dated as of _____, 2016, and is executed by the COUNTY OF CONTRA COSTA, CALIFORNIA, a political subdivision and body corporate and politic, duly organized and existing under the laws of the State of California (the "**Assignor**"), in favor of WELLS FARGO BANK, NATIONAL ASSOCIATION, in its capacity as Bondowner Representative (the "**Assignee**"), in accordance with that certain Indenture of Trust, dated as of _____, 2016 (the "**Indenture**"), by and between the Assignor as Issuer and the Assignee as Bondowner Representative.

Pursuant to the Indenture, Assignor is issuing up to \$_____.00 of its County of Contra Costa Multifamily Housing Revenue Bonds (Tabora Gardens Senior Apartments), Series 2016D (the "**Bonds**"). Pursuant to that certain Loan Agreement (the "**Loan Agreement**") dated as of even date herewith and executed by and among Assignor, Assignee and Tabora Gardens, L.P., a California limited partnership ("**Borrower**"), Assignor has agreed to issue the Bonds in order to fund a loan in the maximum aggregate principal amount of _____ and No/100 Dollars (\$_____.00) (the "**Loan**") to Borrower of the proceeds of the sale of the Bonds and Assignee has agreed to purchase the Bonds in order to fund the Loan. The Loan is evidenced by that certain Promissory Note Secured by Deed of Trust in the original principal amount of \$_____.00 (the "**Note**"), dated as of even date herewith and made by Borrower in favor of Assignor, and is further evidenced by the documents described in the Loan Agreement as the "Loan Documents." The Note is secured by, among other things, that certain Construction Deed of Trust With Absolute Assignment of Leases and Rents, Security Agreement and Fixture Filing (the "**Deed of Trust**"), executed by Borrower as Trustor, to American Securities Company, a California corporation, as Trustee, in favor of Assignor, as Beneficiary, encumbering that certain real property described on Exhibit A attached hereto and incorporated herein be this reference and all improvements thereon (the "**Property**").

The Deed of Trust, together with all financing and continuation statements to perfect the liens and security interests granted therein, the Loan Agreement and the Note are collectively referred to herein as the "**Deed of Trust Documents**."

The Assignor desires to assign and transfer to the Assignee all its right, title and interest to and under (but not any of its obligations which are not assignable as a matter of law) the Deed of Trust Documents, excluding all rights expressly reserved to the Assignor in the Indenture and the Deed of Trust Documents (which exclusion includes, without limitation, rights as to payment of fees and expenses and rights to indemnification and notices), and the Assignee desires to acquire the Assignor's rights, title and interest as aforesaid under the Deed of Trust Documents in accordance with the terms hereof. The Assignee is joining in the execution of this Assignment in order to evidence its acceptance hereof and to agree to provide notice, opportunity to cure and approval rights as more fully set forth herein.

The Borrower is joining in the execution of this Assignment in order to evidence its consent hereto and in order to agree that the Deed of Trust Documents shall be effective to secure the obligations of the Borrower to the Assignee as more fully set forth therein and herein.

AGREEMENT

NOW, THEREFORE, the parties hereby agree as follows:

Section 1. Definitions. All capitalized words and phrases not defined herein shall have the meaning ascribed to such words and phrases in the Loan Agreement.

Section 2. Assignment. The Assignor assigns, sets over and transfers to the Assignee all the right, title and interest of the Assignor in, to and under (but not any of its obligations which are not assignable as a matter of law) the Deed of Trust Documents, excluding any right expressly reserved to the Assignor in the Indenture, the Loan Agreement or the other Deed of Trust Documents (which exclusion includes, without limitation, rights as to payment of fees and expenses, rights to indemnification and notices). This Assignment is made and shall be without recourse, warranty or representation of the Assignor. This Assignment is made pursuant to the Indenture, in connection with the issuance of the Bonds.

Section 3. Acceptance. The Assignee hereby accepts the assignment made pursuant to Section 2.

Section 4. Miscellaneous. In case any one or more of the provisions contained in this Assignment are invalid, illegal or unenforceable in any respect, the validity, legality and enforceability of the remaining provisions contained herein will not be affected or impaired thereby. This Assignment may be executed in any number of counterparts, each executed counterpart constituting an original, but all counterparts together constituting only one instrument. It is the intention of the parties hereto that this Assignment and the rights and obligations of the parties hereunder shall be governed, construed and enforced in accordance with the laws of the State of California, without reference to the conflicts of laws of the State of California.

Section 5. Successor and Assigns. This Assignment shall be binding upon and inure to the benefit of the heirs, legal representatives, assigns, and successors-in-interest of Assignee and Assignor; provided, however, this shall not be construed and is not intended to waive any restrictions on assignment, sale, transfer, mortgage, pledge, hypothecation or encumbrance by Borrower contained in any of the Deed of Trust Documents.

[Remainder of Page Left Intentionally Blank.]

IN WITNESS WHEREOF, the undersigned have executed this Assignment as of the date first above written.

ASSIGNOR:

COUNTY OF CONTRA COSTA, CALIFORNIA

By: _____
John Kopchik
Director, Department of Conservation
and Development

ASSIGNEE:

WELLS FARGO BANK, NATIONAL ASSOCIATION

By: _____
John S. Kauh
Senior Vice President

The undersigned, being the Borrower referred to in the foregoing Assignment, hereby acknowledges receipt and acceptance thereof and consents and agrees to the assignment made therein and to the terms and provisions thereof to such Assignment.

BORROWER:

TABORA GARDENS, L.P.,
a California limited partnership

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

By: Satellite Affordable Housing Associates,
a California nonprofit public benefit corporation,
its manager

By: _____
Susan Friedland
Executive Director

EXHIBIT A

PROPERTY DESCRIPTION

Exhibit A to Assignment of Deed of Trust and Loan Documents

ACKNOWLEDGMENT

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 _____, 2016 before me, _____,
Notary Public, personally appeared _____,
who proved to me on 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 _____

(Seal)

ACKNOWLEDGMENT

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 _____, 2016 before me, _____,
Notary Public, personally appeared _____,
who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are
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(Seal)

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paragraph is true and correct.

WITNESS my hand and official seal.

Signature _____

(Seal)