

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
Attention: Loan Administration Officer
Loan No.: 1016291

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 ///[December 1, 2016]///, and is executed by the COUNTY OF CONTRA COSTA, CALIFORNIA, a political subdivision and body corporate and politic, duly organized and validly existing under the laws of the State of California (the "**Assignor**"), and WELLS FARGO BANK, NATIONAL ASSOCIATION, a national banking association (the "**Assignee**"), in accordance with the Indenture of Trust dated as of ///[December 1, 2016]/// (the "**Indenture**") between the Assignor, as Issuer, and the Assignee, as Bondowner Representative.

RECITALS

A. The Borrower has executed and delivered the following documents, each of which is dated as of the date hereof:

1. that certain Loan Agreement among El Cerrito Senior, L.P., a California limited partnership ("**Borrower**"), Assignor and Assignee, with respect to a loan (the "**Loan**") in the amount of _____ and No/100th Dollars (\$ _____ .00) (the "**Loan Agreement**");
2. that certain Promissory Note, made by Borrower to the order of Assignor in the original face principal amount of _____ and No/100th Dollars (\$ _____ .00) (the "**Note**"); and
3. that certain Construction and Permanent Deed of Trust With Absolute Assignment of Leases and Rents, Security Agreement and Fixture Filing, executed by Borrower, as trustor, in favor of American Securities Company, as trustee, for the benefit of Assignor and Assignee, collectively, as beneficiary, recorded in the Official Records of Contra Costa County, California substantially concurrently herewith (the "**Deed of Trust**").

The documents described in paragraphs A.1 – A.3, above, together with all financing and continuation statements to perfect the liens and security interests granted thereby, are collectively referred to herein as the "**Deed of Trust Documents**".

B. Pursuant to the Indenture, Issuer is issuing those certain County of Contra Costa Multifamily Housing Revenue Bonds (Hana Gardens Apartments), Series 2016E in the aggregate principal amount of \$ _____ .00 (the "**Bonds**"). Pursuant to the Indenture, Assignor desires to assign and transfer to the Assignee all its right, title and interest to and its obligations under (but not any of its obligations which are not assignable as a matter of law) the Deed of Trust Documents, excluding all the Reserved Rights (as defined in the Indenture), 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.

C. Pursuant to that certain Bond Purchase Agreement dated as of even date herewith (the "**Bond Purchase Agreement**") by and among the Borrower, Assignee and California Community Reinvestment Corporation, a California nonprofit public benefit corporation ("**CCRC**"), CCRC has agreed, subject to the terms and conditions set forth therein, including inter alia completion of construction and lease-up of the units on the Property, to purchase \$_____ in principal amount of the Bonds from Assignee. In connection therewith and upon and after the Conversion Date (as that term is defined in the Loan Agreement), Assignee shall assign to CCRC all of its rights under the Purchased Documents (as defined in the Bond Purchase Agreement), including but not limited to, the Indenture, the Loan Agreement, the Deed of Trust and the Note.

D. 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 hereby 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 the Reserved Rights (as defined in the Indenture). 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 Assignor and Assignee; 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. Assignor acknowledges and agrees to the assignment at the time of Conversion by Assignee to CCRC of all of the right, title and interest of Assignee under this Assignment.

[Remainder of Page Intentionally Left Blank]

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

ASSIGNOR:

COUNTY OF CONTRA COSTA, CALIFORNIA

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

DRAFT

ASSIGNEE:

WELLS FARGO BANK, NATIONAL ASSOCIATION,
a national banking association

By: _____
Jeff Bennett
Senior Vice President

DRAFT

The undersigned, being the Borrower referred to in the foregoing Assignment of Deed of Trust and Loan Documents, 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:

EL CERRITO SENIOR, L.P.,
a California limited partnership

By: El Cerrito Senior LLC,
a California limited liability company,
its General Partner

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

By: _____
[Name]
[Title]

ACKNOWLEDGEMENT

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, _____
a 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)

ACKNOWLEDGEMENT

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 _____)

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a Notary Public, personally appeared _____
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WITNESS my hand and official seal.

(Seal)

EXHIBIT A - PROPERTY DESCRIPTION

DRAFT