

ASSIGNMENT, ASSUMPTION, AND CONSENT AGREEMENT
(Camara Circle)

THIS ASSIGNMENT, ASSUMPTION, AND CONSENT AGREEMENT (the "Agreement") is dated October____, 2017 and is by and among the County of Contra Costa, a political subdivision of the State of California (the "County"), Camara Housing Associates, L.P., a California limited partnership (the "Seller"), and Carena Associates, L.P., a California limited partnership (the "Buyer").

RECITALS

A. The Seller is the owner of that certain real property located at 2501, 2513, 2525, 2530, 2531, 2536, 2537, 2549, 2554, 2555, and 2566 Camara Circle in the City of Concord, County of Contra Costa, State of California (the "Camara Property"). The Camara Property has been improved with fifty-one (51) units of multifamily housing and accompanying structures (the "Camara Improvements").

B. On July 25, 2000, the County loaned the Seller Eight Hundred Fifty Thousand Dollars (\$850,000) of Home Investment Partnerships Act funds (the "Original Camara Loan").

C. The Buyer desires to acquire the Camara Property from the Seller and to assume the Seller's obligations under the Original Camara Loan. Furthermore, the Camara Improvements are in need of rehabilitation which will require additional financing. In support of the rehabilitation of the Camara Improvements and the concurrent rehabilitation of (i) fourteen (14) units of affordable housing located at 112 Alves Lane and 300-310 Water Street in the City of Bay Point in the community of Bay Point (the "Elaine Null Property"), and (ii) forty-eight (48) units of affordable housing located at 2050, 2051, and 2061 Riley Court in the City of Concord (the "Riley Property"), both of which are being acquired by the Buyer at the same time it acquires the Camara Property, the County has agreed to restructure the Original Camara Loan, as well as the existing financing associated with Elaine Null Property and the Riley Property, and provide new financing to the Buyer (collectively, the "New Financing").

D. The transfer all of the Seller's rights, title, and interest in the Camara Property to the Buyer (the "Transfer"), and the assignment of the Original Camara Loan to the Buyer require the County's consent.

E. Concurrent with the Transfer and the assignment and assumption of the Original Camara Loan, the documents evidencing the Original Camara Loan will be terminated and replaced with new loan documents evidencing the New Financing as detailed in a loan agreement to be executed by the County and the Buyer (the "County Loan Agreement").

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 the Seller. The Seller 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 in the Original Camara Loan.
 - b. It has received the consent of all other existing lenders on the Camara Property to the transfer of the Camara 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 documents evidencing the Original Camara Loan.
2. Consent to Transfer of Property. Subject to the Buyer's execution of the County Loan Agreement in a form satisfactory to the County, the County consents to the Transfer.
3. Assignment of Original Camara Loan.
 - a. Assignment. The Seller hereby assigns to the Buyer all of the Seller's rights, title, and interest in and obligations under the Original Camara Loan (the "Assignment").
 - b. Assumption. The Buyer hereby accepts the Assignment and assumes the Seller's obligation to repay the Original Camara Loan, in accordance with the terms of a promissory note from the Buyer to the County to be executed concurrently with the County Loan Agreement.
 - c. County Consent. Subject to the Buyer's execution of the County Loan Agreement in a form satisfactory to the County, the County consents to the Assignment.
4. 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.
5. 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.

6. Successors and Assigns. This Agreement binds and inures to the benefit of the legal representatives, heirs, successors and assigns of the parties.

7. California Law. The laws of the State of California govern all matters arising out of this Agreement.

8. 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.

SELLER:

Camara Housing Associates, L.P.,
a California limited partnership

By: Resources for Community Development, a
California nonprofit public benefit corporation
its general partner

By: _____
Daniel Sawislak, Executive Director

BUYER:

Carena Associates, L.P.,
a California limited partnership

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

By: Resources for Community Development, a
California nonprofit public benefit
corporation its sole member/manager

By: _____
Daniel Sawislak, Executive Director

COUNTY:

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

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

APPROVED AS TO FORM:

SHARON L. ANDERSON
County Counsel

By: _____
Kathleen Andrus
Deputy County Counsel