

ASSIGNMENT, ASSUMPTION, AND CONSENT AGREEMENT
(Elaine Null)

THIS ASSIGNMENT, ASSUMPTION, AND CONSENT AGREEMENT ("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"), 112 Alves Lane Partners, 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 112 Alves Lane and 300-310 Water Street in the community of Bay Point, County of Contra Costa, State of California (the "Elaine Null Property"). The Elaine Null Property is improved with fourteen (14) units of affordable housing and attendant site improvements (the "Elaine Null Improvements").

B. The Seller acquired the Elaine Null Property from Resources for Community Development, a California nonprofit public benefit corporation ("RCD"). When it acquired the Elaine Null Property, the Seller assumed RCD's obligation to repay loans the County had made to RCD that are secured liens on the Elaine Null Property. The County loans assumed by the Seller consist of: (i) a loan of Four Hundred Sixty Thousand Dollars (\$460,000) of which Three Hundred Ninety Thousand Dollars (\$390,000) was funded using Home Investment Partnerships Act funds from the United States Department of Housing and Urban Development ("HUD") pursuant to the Cranston-Gonzales National Housing Act of 1990, and Seventy Thousand Dollars (\$70,000) was funded using funds from HUD under Title I of the Housing and Community Development Act of 1974 (the "Original Elaine Null CDBG/HOME Loan"), and (ii) a loan of Four Hundred Forty Thousand Dollars (\$440,000) of Low and Moderate Income Housing Asset funds from the Redevelopment Agency of the County of Contra Costa, which agency has been replaced by the County as the Successor Housing Agency (the "Original Elaine Null Agency Loan"). Together, the Original Elaine Null CDBG/HOME Loan and the Original Elaine Null Agency Loan are the "Original Elaine Null Loan".

C. The Buyer desires to acquire the Elaine Null Property from the Seller and to assume the Seller's obligations under the Original Elaine Null Loan. Furthermore, the Elaine Null Improvements are in need of rehabilitation which will require additional financing. In support of the rehabilitation of the Elaine Null Property and the concurrent rehabilitation of (i) fifty-one (51) units of affordable housing located at 2501, 2513, 2525, 2530, 2531, 2536, 2537, 2549, 2554, 2555, and 2566 Camara Circle in the City of Concord (the "Camara 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 Elaine Null Property, the County has agreed to restructure the Original Elaine Null Loan, as well as the existing financing associated with the Camara Property and the Riley Property, and to provide new financing to the Buyer (collectively, the "New Financing").

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

E. Concurrent with the Transfer and the assignment and assumption of the Original Elaine Null Loan, the documents evidencing the Original Elaine Null 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 Elaine Null Loan.
 - b. It has received the consent of all other existing lenders on the Elaine Null Property to the transfer of the Elaine Null 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 Elaine Null 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 Elaine Null 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 Elaine Null Loan (the "Assignment").
 - b. Assumption. The Buyer hereby accepts the Assignment and assumes the Seller's obligation to repay the Original Elaine Null 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:

112 Alves Lane Partners,
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