

**ASSIGNMENT, ASSUMPTION, AND CONSENT AGREEMENT**  
(Idaho Apartments)

THIS ASSIGNMENT, ASSUMPTION, AND CONSENT AGREEMENT (the "Agreement") is dated December 1, 2017 and is by and among the County of Contra Costa, a political subdivision of the State of California (the "County"), Idaho Apartments Associates, a California limited partnership (the "Seller"), and San Pablo Preservation, L.P., a California limited partnership (the "Buyer").

RECITALS

A. Seller is the owner of that certain real property located at 10203 San Pablo Avenue in the City of El Cerrito, County of Contra Costa, State of California (the "Idaho Apartments Property"). The Idaho Apartments Property has been improved with twenty-nine (29) units of multifamily housing and accompanying structures (the "Idaho Apartments Improvements").

B. The County previously provided the following loans to the Seller: (i) a loan of Two Hundred Fifty-Five Thousand Dollars (\$255,000) and a loan of One Hundred Two Thousand Dollars (\$102,000), in Housing Opportunities for Persons with AIDS Program funds from the United States Department of Housing and Urban Development ("HUD"), and (ii) a loan of Four Hundred Seventy Thousand Dollars (\$470,000) in funds provided by HUD under Title I of the Housing and Community Development Act of 1974, as amended (collectively, the "Original Idaho Apartments Loan").

C. The Buyer desires to acquire the Idaho Apartments Property from the Seller and to assume the Seller's obligations under the Original Idaho Apartments Loan. Furthermore, the Idaho Apartments Improvements are in need of rehabilitation which will require additional financing. In support of the rehabilitation of the Idaho Apartments Property and the concurrent rehabilitation of twenty-two (22) units of affordable housing located at 2555 Church Lane in the City of San Pablo (the "Church Lane Property"), which is being acquired by the Buyer at the same time it acquires the Idaho Apartments Property, the County has agreed to restructure the Original Idaho Apartments Loan, as well as the existing financing associated with the Church Lane Property (collectively, the "Restructured Financing").

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

E. Concurrent with the Transfer and the assignment and assumption of the Original Idaho Apartments Loan, the documents evidencing the Original Idaho Apartments Loan will be terminated and replaced with new loan documents evidencing the Restructured 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 Seller. 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 Idaho Apartments Loan.
  - b. It has received the consent of all other existing lenders on the Idaho Apartments Property to the transfer of the Idaho Apartments 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 Idaho Apartments 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 Idaho Apartments 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 Idaho Apartments Loan (the "Assignment").
  - b. Assumption. The Buyer hereby accepts the Assignment and assumes the Seller's obligation to repay the Original Idaho Apartments 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.

*Remainder of Page Left Intentionally Blank*

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

**SELLER:**

IDAHO APARTMENTS ASSOCIATES, 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

**BUYER:**

SAN PABLO PRESERVATION, 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