

RECORDING REQUESTED BY AND
WHEN RECORDED MAIL TO:

WILMINGTON TRUST, NATIONAL ASSOCIATION
650 Town Center Drive, Suite 600
Costa Mesa, CA 92626-7121
Attn: Corporate Trust Service

SPACE ABOVE THIS LINE FOR RECORDER'S USE

ASSIGNMENT OF JUNIOR DEED OF TRUST AND OTHER LOAN DOCUMENTS (B2)
[Issuer Assignment]

This Assignment of Junior Deed of Trust and Other Loan Documents ("**Assignment**") is dated as of December ____, 2017, and is executed by the COUNTY OF CONTRA COSTA (the "**Assignor**"), and WILMINGTON TRUST, NATIONAL ASSOCIATION, in its capacity as trustee (the "**Assignee**"), in accordance with the Indenture of Trust dated as of even date herewith (the "**Indenture**"), among the Assignor, as Issuer, and the Assignee, as Trustee.

Pursuant to the Indenture, Assignor is issuing County of Contra Costa Limited Obligation Multifamily Housing Revenue Subordinate Bonds (Twenty One and Twenty Three Nevin Apartments) Series 2017 B-B2, in the original aggregate principal amount of \$25,000,000.00 (the "**Bonds**"). Assignor has agreed to issue the Bonds in order to fund a loan in the maximum principal amount of Twenty Five Million and No/100 Dollars (\$25,000,000.00) (the "**Loan**") to Richmond Nevin Associates, a California Limited Partnership ("**Borrower**") from the proceeds of the sale of the Bonds. The Loan is evidenced by that certain Financing Agreement dated as of even date herewith by and among Borrower, Assignor and Assignee (the "**Financing Agreement**") and that certain promissory note (B1) dated as of even date herewith (the "**Note**") executed by Borrower in favor of Assignor in the aggregate principal amount of the Loan. The Note is secured by that certain Deed of Trust, Assignment of Leases and Rents, Security Agreement and Fixture Filing (the "**Deed of Trust**"), executed by Borrower, as Trustor, to Wilmington Trust, National Association, as Trustee, in favor of Assignor, as Beneficiary, encumbering the real property and any and all improvements thereon described on Exhibit A attached hereto and incorporated herein by this reference ("**Property**").

RECITALS

The Borrower has:

- (A) executed and delivered to the Assignor the Financing Agreement and Note, evidencing the obligation of the Borrower to repay the Loan; and
- (B) executed and delivered to the Assignor the Deed of Trust, securing the obligations of the Borrower in connection with the Loan, recorded in the Official Records of San Mateo County, California, and relating to the Property.

The documents identified in paragraphs A and B 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**."

The 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 rights expressly reserved to the Assignor 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.

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 and this Assignment 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 Indenture.

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 for the benefit of the Bondholder Representative on behalf of the Bondholders excluding any right expressly reserved to the Assignor 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 Borrower, 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.

[Signature Pages to Follow.]

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

ASSIGNOR:

COUNTY OF CONTRA COSTA

By: _____
Authorized Signatory

Signature Page to Assignment of Deed of Trust

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ASSIGNEE:

WILMINGTON TRUST, NATIONAL ASSOCIATION,
as Trustee

By: _____
Authorized Signatory

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”

RICHMOND NEVIN ASSOCIATES, A CALIFORNIA LIMITED PARTNERSHIP

By: TPC Holdings VI, LLC,
an Idaho limited liability company
Its: Administrative General Partner

By: _____
Caleb Roope, Manager

By: Central Valley Coalition for Affordable Housing,
a California nonprofit public benefit corporation
Its: Managing General Partner

By: _____
Christina Alley, its Chief Executive Officer

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)
) ss:
COUNTY OF _____)

On _____, 2017 before me, _____
(insert name and title of the officer),

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]

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)
) ss:
COUNTY OF _____)

On _____, 2017 before me, _____
(insert name and title of the officer),

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Signature: _____

[Seal]

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WITNESS my hand and official seal.

Signature: _____

[Seal]

EXHIBIT A
PROPERTY DESCRIPTION

Exhibit A to Assignment of Deed of Trust

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