

**RECORDING REQUESTED BY
AND WHEN RECORDED,
MAIL THIS DOCUMENT TO:**

Del Norte Place Apartments L.P.
c/o MG Properties Group
10505 Sorrento Valley Road, Suite 300
San Diego, California 92121

APN: 501-261-015; 501-261-016

(Space Above This Line For Recorder's Use Only)

ASSIGNMENT, ASSUMPTION, CONSENT, AND RELEASE AGREEMENT

(Del Norte Apartments Project)

This ASSIGNMENT, ASSUMPTION, CONSENT, AND RELEASE AGREEMENT (this "**Agreement**") is dated for reference as of [_____, 2019] by and among:

- (i) Rancho Pointe Apartments L.P., a California limited partnership, Malibu Terrace Apartments L.P., a California limited partnership, and MG Garden View Apartments L.P., a California limited partnership (collectively, "**Seller**"),

and

- (ii) Del Norte Place Apartments L.P., a Delaware limited partnership ("**Purchaser**"),

as acknowledged and consent to by the COUNTY OF CONTRA COSTA ("**County**"), and U.S. BANK NATIONAL ASSOCIATION, as trustee ("**Trustee**").

WITNESSETH:

WHEREAS, pursuant to that certain Trust Indenture dated as of April 1, 1994, as previously amended and supplemented, and as amended and supplemented by an Amended and Restated Trust Indenture dated as of October 1, 2003 (the "**Indenture**"), among County and Trustee, County issued its \$11,110,000 Variable Rate Demand Multifamily Housing Revenue Refunding Bonds (Del Norte Apartments) 1994 Series A (the "**Bonds**"); and

WHEREAS, the proceeds of the Bonds were loaned to Seller's predecessor-in-interest to finance a multifamily apartment housing project owned by Seller, located in the City of El Cerrito, County of Contra Costa, State of California, and commonly known as "Del Norte Apartments", as more particularly described on **Exhibit A** attached hereto and incorporated herein (the "**Project**"); and

WHEREAS, in connection with the Bonds, Seller's predecessor-in-interest, County, and Trustee's predecessor-in-interest entered into an Amended and Restated Regulatory Agreement and Declaration of Restrictive Covenants dated as of April 1, 1994 (the "**Initial Regulatory**");

Agreement”), which was filed for record on April 28, 1994, as Document No. 94-117923 in the Recorder’s Office of Contra Costa County (the “**Recorder’s Office**”), as such Initial Regulatory Agreement was amended and supplemented by the First Amendment to Amended and Restated Regulatory Agreement and Declaration of Restrictive Covenants dated as of October 1, 2003 (the “**First Amendment**” and together with the Initial Regulatory Agreement, collectively, the “**Regulatory Agreement**”), entered into by and among the County, Trustee, and Seller’s predecessor-in-interest, and filed for record on October 30, 2003 as Document No. 2003-0539048 in the Recorder’s Office; and

WHEREAS, the Bonds were fully redeemed on or about November 5, 2007; and

WHEREAS, Seller desires to convey its fee title in the Project to Purchaser and in connection therewith Purchaser desires to assume the obligations of Seller under the Regulatory Agreement accruing from and after the date Seller conveys its fee title interest in the Project to Purchaser (the “**Effective Date**”), as evidenced by a Grant Deed filed for record in the Recorder’s Office in favor of Purchaser; and

WHEREAS, County and Trustee have agreed to consent to the conveyance of the Project, as required as a condition to such conveyance in accordance with Section 13 of the Regulatory Agreement; and

NOW, THEREFORE, in consideration of the foregoing and of other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, and the foregoing recitals which by this reference are incorporated herein, the parties, as applicable, hereby agree as follows:

1. Assumption of Obligations. Purchaser hereby fully and unconditionally assumes all of Seller’s rights, duties and obligations under the Regulatory Agreement required to be performed on or after the Effective Date (other than indemnification obligations with respect to acts occurring prior to the Effective Date), and Seller hereby fully and unconditionally assigns all such rights, duties and obligations to Purchaser as of the Effective Date. Purchaser assumes no obligations for any losses, claims, lawsuits or damages of any kind arising in connection with the operation of the Project prior to the Effective Date or any violations of the Regulatory Agreement occurring prior to the Effective Date or obligations required to be performed thereunder prior to the Effective Date, and Seller shall remain liable for any such violations of the Regulatory Agreement occurring prior to the Effective Date or obligations required to be performed thereunder prior to the Effective Date. Notwithstanding anything contained herein to the contrary (but subject to the provisions of the preceding sentence), Purchaser’s assumption of obligations set forth herein expressly constitutes an assumption of all liabilities and obligations of the “Borrower” under the Regulatory Agreement and is subject to all exculpatory, non-recourse and other similar provisions contained in the Regulatory Agreement which limit the liability of the Borrower thereunder; provided that, Seller shall remain liable with respect to acts occurring prior to the Effective Date. County and Trustee hereby accept Purchaser’s assumption as set forth herein as of the Effective Date, and County and Trustee hereby release Seller and all past, present and future partners, members, officers, directors, employees, and agents of Seller from the rights, duties, and obligations under the Regulatory Agreement so assumed as of the

Effective Date, except to the extent that Seller may have continuing obligations after the Effective Date as explicitly set forth herein.

Notwithstanding the foregoing, County and Trustee waive the following provisions in the Regulatory Agreement as to Purchaser, and Purchaser shall not have any obligation to comply with such provisions as follows: (1) Purchaser may limit its compliance reporting to County only, and shall not have any obligation to remit compliance reports to Trustee; (2) Paragraph 4(f) of the Regulatory Agreement (concerning the annual submittal of IRS form 8073) is hereby deemed stricken in its entirety; and (3) Purchaser has no obligations relating to the Bonds (other than Purchaser's obligation to own, manage and operate the Project in full compliance with the affordable housing requirements and restrictions in the Regulatory Agreement).

2. Seller's Representations and Warranties. Seller represents and warrants to County and Trustee as of the date of this Agreement the following:

a. Seller understands and intends that Purchaser, County, and Trustee will rely on the representations and warranties contained herein.

b. Seller is not in default under the Regulatory Agreement.

c. No default under the Regulatory Agreement on the part of Seller has occurred and is continuing and, to the best knowledge of Seller, no event has occurred and is continuing which, with the passage of time or the giving of notice would constitute a default under the Regulatory Agreement.

d. All fees due and owing by Seller prior to the date hereof have been paid pursuant to the provisions of the Regulatory Agreement.

3. Purchaser's Representations and Warranties. Purchaser represents and warrants to County and Trustee as of the date of this Agreement the following:

a. Purchaser understands and intends that County, Trustee, and Seller will rely on the representations and warranties contained herein.

b. Purchaser has no knowledge that any of the representations made by Seller in Paragraph 2 above are not true and correct.

c. Purchaser is a Delaware limited company duly organized and validly existing under the laws of the State of Delaware and is qualified to do business in the State of California.

d. Purchaser agrees to operate the Project in accordance with the Regulatory Agreement.

4. Consent to Transfer.

a. Subject to Paragraph 5 of this Agreement, County, and Trustee each hereby consents to the transfer and conveyance of the Project from Seller to Purchaser, which

consent shall be effective on the Effective Date. County's and Trustee's consent to the transfer of the Project to Purchaser is not intended to be and shall not be construed as a consent by any of them to a subsequent transfer of the Project.

b. The parties hereby agree that from and after the Effective Date all references to "Borrower" in the Regulatory Agreement shall mean and refer to Purchaser.

5. County Requirements Under the Regulatory Agreement. In addition to the requirements set forth in this Agreement, County's consent to the transfer of the Project is conditioned upon receipt of the following item, the receipt of which is hereby acknowledged: an opinion of counsel to Purchaser addressed to Trustee and County that Purchaser has duly assumed the obligations of Seller under the Regulatory Agreement and that such obligations and the Regulatory Agreement are binding on Purchaser.

6. Indemnification.

a. Seller and Purchaser hereby jointly and severally indemnify and agree to hold harmless County against any claim, loss, expense (including, without limitation, attorney's fees and expenses) or liability asserted against or suffered by County arising from or related to the execution of this Agreement by County or the transfer of the Project as contemplated by this Agreement (but excluding damages caused by County's own negligence, willful misconduct or unlawful acts).

b. Purchaser hereby indemnifies and agrees to hold harmless Trustee against any claim, loss, expense (including, without limitation, attorney's fees and expenses) or liability asserted against or suffered by Trustee arising from or related to the execution of this Agreement by Trustee or the transfer of the Project as contemplated by this Agreement (but excluding damages caused by Trustee's own negligence, willful misconduct or unlawful acts).

7. Miscellaneous.

a. This Agreement shall be binding upon and inure to the benefit of the parties, and their successors and assigns, and the provisions hereof may not be modified without the written approval and consent of all parties hereto.

b. This Agreement may be executed in several counterparts, each of which shall be an original and all of which shall constitute one and the same instrument.

c. From and after the Effective Date, all notices required or permitted to be sent to the Borrower under the Regulatory Agreement shall be sent to Purchaser at the following address, in the manner required under the Regulatory Agreement:

c/o MG Properties
10505 Sorrento Valley Road, Suite 300
San Diego, California 92121-1608
Attention: Mark Gleiberman
Telephone: (858) 366-6500

and

c/o Pacific Housing, Inc.
1801 L Street, Suite 245
Sacramento, California 95814
Attention: Mark A. Wiese
Telephone: (916) 638-5200
Facsimile: (916) 325-1204

d. All terms and conditions of the Regulatory Agreement not expressly modified by this Agreement are expressly reaffirmed as if set forth in their entirety herein and shall remain unaffected, unchanged and unimpaired by reason of this Agreement.

e. Purchaser and Seller each agree to pay 50% of County's and Trustee's costs to effectuate the transfer of the Project from Seller to Purchaser, including but not limited to recording fees, transfer taxes, escrow fees and reasonable attorneys' fees, expenses and disbursements incurred by County and Trustee relating to this Agreement or incurred in connection with the assumption by Purchaser of the obligations under the Regulatory Agreement; provided, however, the total fees Purchaser and Seller shall be responsible for under this paragraph shall not exceed \$10,000.

f. This Agreement shall be governed in all respects by the laws of the State of California.

g. This Agreement shall be effective and any representations, warranties and certifications contained herein shall be true and correct as of the Effective Date.

[The Remainder of This Page Has Been Intentionally Left Blank.]

IN WITNESS WHEREOF, the parties have caused this Assignment, Assumption, Consent, and Release Agreement to be executed by their duly authorized representatives as of the date first above written.

SELLER:

MG Garden View Apartments L.P.,
a California limited partnership

By: Gleiberman Investments, Inc.,
a California corporation,
its Co-General Partner

By: _____
Mark Gleiberman, President

By: Pacific Housing, Inc.,
a California non-profit public benefit
corporation,
its Managing General Partner

By: _____
Mark A. Wiese, President

Rancho Pointe Apartments L.P.,
a California limited partnership

By: Gleiberman Investments, Inc.,
a California corporation,
its Co-General Partner

By: _____
Mark Gleiberman, President

By: Pacific Housing, Inc.,
a California non-profit public benefit
corporation,
its Managing General Partner

By: _____
Mark A. Wiese, President

Malibu Terrace Apartments L.P.,
a California limited partnership

By: Gleiberman Investments, Inc.,
a California corporation,
its Co-General Partner

By: _____
Mark Gleiberman, President

By: Pacific Housing, Inc.,
a California non-profit public benefit
corporation,
its Managing General Partner

By: _____
Mark A. Wiese, President

IN WITNESS WHEREOF, the parties have caused this Assignment, Assumption, Consent, and Release Agreement to be executed by their duly authorized representatives as of the date first above written.

PURCHASER:

Del Norte Place Apartments L.P.,
a Delaware limited partnership

By: Del Norte Place Management LLC,
a Delaware limited liability company,
Co-General Partner

By: Del Norte Place Associates LLC,
a Delaware limited liability company,
its Member

By: MG Del Norte Place LLC,
a California limited liability company,
its Managing Member

By: Gleiberman Investments, Inc.,
a California corporation,
its Manager

By: _____
Mark Gleiberman, President

By: PacH Affordable Holdings, LLC,
a California limited liability company,
Managing General Partner

By: Pacific Housing, Inc.,
a California corporation,
its sole Member and Manager

By: _____
Mark A. Wiese, President

NOTARY 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 _____ before me, _____, a
notary public, (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)

NOTARY 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 _____ before me, _____, a
notary public, (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)

Exhibit A

Legal Description of Land

The land referred to herein is situated in the City of El Cerrito, County of Contra Costa, State of California, described as follows:

Parcel One:

Parcel One, as shown on Map MS 451-90 filed April 16, 1991 in Book 152 of Parcel Maps, at Page 14, Contra Costa County Records.

Parcel Two:

An easement created pursuant to, and subject to the terms and conditions contained in the Easement Agreement by and between the San Francisco Bay Area Rapid Transit District and the Redevelopment Agency of the City of El Cerrito, recorded April 3, 1991, Series No. 91-58795, Official Records, over the following described parcel of land:

Parcel Two, as shown on Map MS 451-90, filed April 16, 1991, in Book 152 of Parcel Maps, at Page 14, Contra Costa County Records.

Parcel Three:

Parcel Three, as shown on Map MS 451-90, filed April 16, 1991, in Book 152 of Parcel Maps, at Page 14, Contra Costa County Records.

EXCEPTING THEREFROM:

Mineral rights reserved in the Deed from the Atchison, Topeka and Santa Fe Railway Company recorded July 16, 1980, Book 9913, Page 907, described as follows:

“Santa Fe expressly reserves and excepts all minerals contained in the above described land including, without limiting the generality thereof, oil, gas and other hydrocarbon substances, as well as metallic or other solid minerals provided that Santa Fe shall not have the right to go upon or use the surface of said land, or any part thereof, for the purpose of drilling for, mining, or otherwise removing, any part thereof, for the purpose of drilling for mining, or otherwise removing, any of said minerals. Santa Fe may, however, and hereby reserves the right to, remove any of said minerals from said land by means of wells, shafts, tunnels, or other means of access to said minerals, which may be constructed, drilled or dug from other land, provided, that the exercise of such rights by Santa Fe shall in no way interfere with or impair the use of the surface of the land hereby conveyed or of any improvements thereon.”

APN: 501-261-015, 501-261-016

Exhibit B

Consent of County

Unless expressly defined herein, all capitalized terms used in this Consent of Trustee (the “**Consent Certificate**”) shall have the meanings ascribed to them in the Assignment, Assumption, Consent, and Release Agreement dated for convenience as of [_____, 2019] (the “**Agreement**”), by and among MG Garden View Apartments L.P., a California limited partnership, Rancho Pointe Apartments L.P., a California limited partnership and Malibu Terrace Apartments L.P., a California limited partnership (collectively, “**Seller**”), and Del Norte Place Apartments L.P., a Delaware limited partnership (“**Purchaser**”), as acknowledged and consented to by the County of Contra Costa (“**County**”), and U.S. Bank National Association, as trustee (“**Trustee**”), to which Agreement this Consent Certificate is attached.

The undersigned hereby consents to the transfer of the Project to Purchaser, and the assignment and assumption of certain obligations and the release of Seller from its obligations under the Regulatory Agreement, including, without limitation, its respective indemnification obligations, as and only to the extent set forth in Sections 1 and 6 of the Agreement. The undersigned further and hereby acknowledges, consents and certifies as follows:

- (i) The Regulatory Agreement is in full force and effect and there has been no amendment, modification, supplement, or assignment of the Regulatory Agreement except as provided in the Agreement.
- (ii) All amounts payable under the Regulatory Agreement and the Indenture have been paid in full through the date hereof.
- (iii) Seller is not in default under the Regulatory Agreement and has not breached the Regulatory Agreement in the performance of any covenant or obligation thereunder. County has not given any notice to Seller of any default under the Regulatory Agreement which has not been cured, and no circumstance presently exists which, with the giving of notice or the passage of time or both, would give rise to a default by Seller under the Regulatory Agreement.
- (iv) The person executing this Consent Certificate is duly authorized and empowered in all respects to do so on behalf of County, and the foregoing may be relied upon by Purchaser and Seller and their respective successors and assigns.

COUNTY OF CONTRA COSTA

By: _____
Name: _____
Title: _____
Date: _____

NOTARY 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 _____ before me, _____, a
notary public, (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)

Exhibit C

Consent of Trustee

Unless expressly defined herein, all capitalized terms used in this Consent of Trustee (the “**Consent Certificate**”) shall have the meanings ascribed to them in the Assignment, Assumption, Consent, and Release Agreement dated for convenience as of [_____, 2019] (the “**Agreement**”), by and among MG Garden View Apartments L.P., a California limited partnership, Rancho Pointe Apartments L.P., a California limited partnership and Malibu Terrace Apartments L.P., a California limited partnership (collectively, “**Seller**”), and Del Norte Place Apartments L.P., a Delaware limited partnership (“**Purchaser**”), as acknowledged and consented to by the County of Contra Costa (“**County**”), and U.S. Bank National Association, as trustee (“**Trustee**”), to which Agreement this Consent Certificate is attached.

The undersigned hereby consents to the transfer of the Project to Purchaser, and the assignment and assumption of certain obligations and the release of Seller from its obligations under the Regulatory Agreement, including, without limitation, its respective indemnification obligations, as and only to the extent set forth in Sections 1 and 6 of the Agreement. The undersigned further and hereby acknowledges, consents and certifies as follows:

- (i) The Regulatory Agreement is in full force and effect and there has been no amendment, modification, supplement, or assignment of the Regulatory Agreement except as provided in the Agreement.
- (ii) All amounts payable under the Regulatory Agreement and the Indenture have been paid in full through the date hereof.
- (iii) Seller is not in default under the Regulatory Agreement and has not breached the Regulatory Agreement in the performance of any covenant or obligation thereunder. County has not given any notice to Seller of any default under the Regulatory Agreement which has not been cured, and no circumstance presently exists which, with the giving of notice or the passage of time or both, would give rise to a default by Seller under the Regulatory Agreement.
- (iv) The person executing this Consent Certificate is duly authorized and empowered in all respects to do so on behalf of County, and the foregoing may be relied upon by Purchaser and Seller and their respective successors and assigns.

U.S. BANK NATIONAL ASSOCIATION,
as trustee

By: _____
Name: _____
Title: _____
Date: _____

NOTARY 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 _____ before me, _____, a
notary public, (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)