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**Recording Requested by and
when recorded mail to:**

City of San Leandro
835 East 14th Street
San Leandro, CA 94577

**ASSIGNMENT, ASSUMPTION
AND MODIFICATION AGREEMENT
(CITY HOME PROGRAM LOAN)**

This Assignment, Assumption and Modification Agreement (the “Agreement”) is entered into as of _____, 2016, by and among Las Palmas Development Partners, L.P., a California limited partnership (“Assignor”), LPSL, L.P., a California limited partnership (“Assignee”) and the City of San Leandro, a municipal corporation (the “City”) with reference to the following facts:

A. The City made a loan of HOME program funds in the original amount of \$750,000 (such amount, together with accrued interest thereon, the “Loan”) to Citizens Housing Corporation, predecessor in interest to the Assignor, pursuant to a Loan Agreement dated as of December 6, 1999 recorded in the Official Records of the County of Alameda (the “Official Records”) on December 14, 1999, as Instrument No. 1999-444481, as amended by Amendment No. 1 to Loan Agreement dated as of November 17, 2003 recorded in the Official Records on January 12, 2004, as Instrument No. 2004-013704 (collectively, the “Loan Agreement”) to be used in connection with Assignor's residential housing project for low income persons known as Las Palmas located at 15370-15375 Tropic Court, San Leandro, California and more particularly described in the attached **Exhibit A** (the “Property”).

B. The Loan is also evidenced by that certain Secured Promissory Note (the “Note”) dated December 6, 1999, and secured by a Deed of Trust dated December 6, 1999 recorded in the Official Records on December 14, 1999, as Instrument No. 1999-444481 (the “Deed of Trust”) and a Regulatory Agreement dated December 6, 1999 recorded in the Official Records on December 14, 1999, as Instrument No. 1999-444481, as amended by Amendment No. 1 to Regulatory Agreement dated as of November 17, 2003 recorded in the Official Records on January 12, 2004, as Instrument No. 2004-013705 (collectively, the “Regulatory Agreement” and collectively with the Loan Agreement, the Note and the Deed of Trust, the “Loan Documents”).

C. Concurrently herewith, the Assignee is acquiring the Property from the Assignor

pursuant to a Grant Deed.

D. Assignor now wishes to assign its rights, title and interest in and obligations under the Loan Documents, as amended hereby, to Assignee, and Assignee wishes to assume Assignor's rights and obligations under the Loan Documents.

E. Assignee desires to release Assignor from all obligations in connection with the Loan Documents.

F. The Assignee and the City desire to modify the Loan Documents as set forth herein.

NOW, THEREFORE, in consideration of the foregoing, of the mutual promises of the parties hereto and for other good and valuable consideration the receipt and sufficiency of which are hereby acknowledged, the parties mutually agree as follows:

1. Assignment and Delegation by Assignor. Assignor hereby assigns to Assignee all of Assignor's rights and delegates to Assignee all of Assignor's obligations under the Loan Documents.
2. Acceptance of Assignment and Delegation. Assignee hereby accepts the above assignment and delegation and hereby assumes all of the rights, obligations, covenants, and agreements of Assignor under the Loan Documents. Any reference to Assignor in the Loan Documents described above shall be deemed a reference to Assignee.
3. Release of Assignor. Assignee hereby releases Assignor from all obligations imposed under the Loan Documents.
4. Payment of Obligations. Assignee agrees that any amounts due from Assignor pursuant to the Loan Documents shall be assumed by Assignee.
5. Modification of Loan Term. The term of the Loan and the Regulatory Agreement shall be extended to the date which is 55 years from the date of recordation of this Agreement (the "Maturity Date").
6. Consent to Assignment. The City hereby consents to the assignment of the Loan Documents from Assignor to Assignee and hereby releases Assignor from all obligations imposed under the Loan Documents.
7. Assignor Representations. Assignor represents and warrants to City that: (i) Assignor has the power and authority to execute, deliver and perform its obligations under this Agreement; (ii) the execution, delivery and performance of this Agreement do not violate any rule, regulation, statute, law, order, decree, judgment or the like, or any agreement or instrument to which Assignor is a party, and Assignor is not in breach or default under the Loan Documents; (iii)

Assignor has no defenses, setoffs, claims, counterclaims or causes of action of any kind or nature against City relative to the Loan Documents or this Agreement; and (iv) Assignor has not received any notice from any governmental agency relating to any alleged violation of law, ordinance, rule or regulation.

8. Assignee Representations. Assignee represents and warrants to City that: (i) Assignee is a duly organized, validly existing limited partnership in good standing under the laws of the State of California; (ii) Assignee has the power and authority to execute, deliver and perform its obligations under the Loan Documents and this Agreement; (iii) the execution, delivery and performance of the Loan Documents and this Agreement do not violate any rule, regulation, statute, law, order, decree, judgment or the like, or any agreement or instrument to which Assignee is a party, and Assignee is not in breach or default under any lease or other agreement to which it is a party; (iv) Assignee has no defenses, setoffs, claims, counterclaims or causes of action of any kind or nature against City; (v) Assignee has not received any notice from any governmental agency relating to any alleged violation of law, ordinance, rule or regulation; (vi) Assignee shall comply with all of the terms and provisions of the Loan Documents; and (vii) Assignee has not filed, and currently has no intention to file, for any bankruptcy or debtor relief, and Assignee is not insolvent.

9. Reaffirmation of Loan Documents. Assignee hereby affirms and agrees that (i) the Loan Documents constitute the valid, legally binding obligation of Assignee as of the date of this Agreement, enforceable against Assignee in accordance with their terms, and (ii) City shall have the right to exercise any and all remedies against Assignee, including actions to realize or collect upon the security, that City would have had against Assignor but for this Agreement. Assignor and Assignee shall not take any action of any kind, directly or indirectly, to oppose, impede, obstruct, enjoin or otherwise interfere with the exercise by City of any of its rights and remedies under the Loan Documents.

10. No Limitation of Remedies. Nothing in this Agreement is intended to limit any rights, powers or remedies of City in enforcing the Loan Documents. Nothing herein shall constitute or be construed as a waiver of any rights or remedies of City under the Loan Documents, or at law or in equity. The Loan Documents are hereby confirmed and ratified in all respects.

11. Miscellaneous. Notwithstanding anything to the contrary contained in the Loan Documents, the City agrees as follows:

11.1 Any cure of any default made or tendered by one or more of Assignee's limited partners shall be deemed to be a cure by Assignee and shall be accepted or rejected on the same basis as if made or tendered by Assignee. Copies of all notices which are sent to Assignee under the Loan Documents shall also be sent to Assignee's limited partner at:

U.S. Bancorp Community Development
Corporation
1307 Washington Avenue, Suite 300
Mail Code: SL MO RMCD
St. Louis, MO 63103
Attn.: Director of Project Management
Phone: (314) 335-2600
Fax: (314) 335-2601

with a copy to:

Kutak Rock LLP
1650 Farnam Street
Omaha, NE 68102
Attn: Jill H. Goldstein

11.2 Each of following transfers shall be permitted under the Loan Documents and shall not constitute a default thereunder:

(a) transfers of the respective interests of Assignee's limited partner to any entity which is either (a) an affiliate of the limited partner or (b) which is controlled, directly or indirectly, by Assignee's limited partner or an affiliate thereof.

(b) transfers of interests within Assignee's limited partner.

(c) the removal or withdrawal in lieu of removal of a general partner of Assignee by its limited partner for cause in accordance with Assignee's partnership agreement and the replacement thereof by Assignee's limited partner or an affiliate thereof without the consent of the City or by another entity with the prior written consent of the City, which consent shall not be unreasonably withheld.

(d) execution of a purchase option and/or right of first refusal agreement by the Assignee's general partner or an affiliate, to be exercised following expiration of the fifteen-year "compliance period" as defined in and determined in accordance with Section 42(i) of the Internal Revenue Code of 1986, as amended ("Code").

11.3 Assignee intends to enter into an extended use agreement, which constitutes the extended low-income housing commitment described in Code Section 42(h)(6)(B). As of the date hereof Code Section 42(h)(6)(E)(ii) does not permit the eviction or termination of tenancy (other than for good cause) of an existing tenant of any low-income unit or any increase in the gross rent with respect to such unit not otherwise permitted under Code Section 42 for a period of three (3) years after the date the building is acquired by foreclosure or by instrument in lieu of foreclosure. In the event the requisite extended use agreement is recorded against the Project, City agrees to comply with the provisions set forth in Code Section 42(h)(6)(E)(ii).

11.4 Neither Assignee nor its partners shall have personal liability for repayment of the Loan, and the sole recourse of City with respect to the repayment of the Loan shall be to the

Property, Assignee's interest in the Project and any other collateral held by City as security for the Loan.

11.5 City agrees that, notwithstanding any provision in the Loan documents to the contrary, insurance and condemnation proceeds shall be used to rebuild or restore the Property provided that (i) if such proceeds are not reasonably sufficient to so rebuild or repair, sufficient additional funds are provided from other sources to rebuild or restore the Property and (ii) City shall have the right to reasonably approve plans and specifications for any major rebuilding and the right to reasonably approve disbursement of such proceeds under a construction escrow or similar arrangement, subject to the prior rights of any senior lenders.

12. Repayment. Notwithstanding anything to the contrary contained in the Loan Documents, no payments or principal or interest shall be due prior to the Maturity Date. The principal balance of the Loan and all accrued and unpaid interest thereon shall be due in full upon the Maturity Date (as extended pursuant to this Agreement).

13. Effective Date. The assignment set forth above shall be effective as of the date the Grant Deed (described in Recital C above) is recorded in the Official Records of the County of Alameda.

14. Counterparts. This Agreement may be signed by different parties hereto in counterparts with the same effect as if the signatures to each counterpart were upon a single instrument. All counterparts shall be deemed an original of this Agreement.

15. Additional Documents. The Assignor, the Assignee and the City agree to execute or provide such documents and instruments, as may be necessary to effectuate the intent of this Agreement.

16. Governing Law. This Agreement shall be governed by and construed in accordance with the laws of the State of California.

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

ASSIGNOR:

LAS PALMAS DEVELOPMENT PARTNERS,
a California Limited Partnership

By: Eden Las Palmas LLC,
a California limited liability company,
its general partner

By: Eden Investments, Inc.,
a California nonprofit public benefit corporation,
its sole member/manager

By: _____
Linda Mandolini, President

ASSIGNEE:

LPSL, L.P.,
a California limited partnership

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

By: Eden Investments, Inc.,
a California nonprofit public benefit corporation,
its sole member/manager

By: _____
Linda Mandolini, President

CITY:

City of San Leandro,
a municipal corporation

By: _____

Its: _____

APPROVED AS TO FORM:

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, _____, Notary Public, , personally appeared, _____, proved to me 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 _____

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, _____, Notary Public, , personally appeared, _____, proved to me 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 _____

EXHIBIT A
LEGAL DESCRIPTION

The land referred to is situated in the City of San Leandro, County of Alameda, State of California, and is described as follows:

PARCEL ONE:

PORTION OF THE 6.12 ACRE PARCEL OF LAND DESCRIBED IN THE DEED FROM ROBERT KING AND WIFE, TO BENEDETTO OBERTI, DATED MARCH 19, 1932, AND RECORDED MARCH 22, 1932 IN BOOK 2790, PAGE 171 OF OFFICIAL RECORDS OF ALAMEDA COUNTY, RECORDER'S SERIES CC/14931, BOUNDED AS FOLLOWS:

BEGINNING AT THE SOUTHERN EXTREMITY OF THE CURVE WITH A RADIUS OF 20 FEET WHICH CONNECTS THE WESTERN LINE OF TROPIC COURT WITH THE SOUTHERN LINE OF LEWELLING BOULEVARD, AS DESCRIBED IN THAT CERTAIN GRANT FROM HARRY KROLL, ET AT, TO THE CITY OF SAN LEANDRO, DATED JUNE 30, 1958 AND RECORDED JULY 29, 1958, IN BOOK 8737, PAGE 383, OF SAID OFFICIAL RECORDS, RECORDER'S SERIES NO. AB/74915, AND RUNNING THENCE ALONG SAID LINE OF TROPIC COURT THE FOUR FOLLOWING COURSES AND DISTANCES: SOUTH $0^{\circ} 18'$ EAST 215.60 FEET, SOUTHERLY, ON THE ARC OF A TANGENT CURVE TO THE RIGHT WITH A RADIUS OF 20 FEET, A DISTANCE OF 7.36 FEET; SOUTH $20^{\circ} 46' 15''$ WEST, TANGENT TO THE LAST MENTIONED ARC, 25.00 FEET, AND SOUTHERLY, ON THE ARC OF A TANGENT CURVE TO THE LEFT WITH A RADIUS OF 40 FEET, THROUGH A CENTRAL ANGLE OF $39^{\circ} 30' 21''$, A DISTANCE OF 27.58 FEET TO A POINT ON THE GENERAL SOUTHERN BOUNDARY LINE OF THE PARCEL OF LAND DESCRIBED AS PARCEL 1 IN THE DEED FROM HARRY KROLL, ET AL, TO TROPIC PROPERTIES, INC., A CALIFORNIA CORPORATION, DATED MARCH 31, 1959, AND RECORDED APRIL 13, 1959 IN BOOK 8991, PAGE 563, OF SAID OFFICIAL RECORDS, RECORDER'S SERIES NO. AQ/42332 THE LAST DETERMINED POINT BEING THE ACTUAL POINT OF COMMENCEMENT; RUNNING THENCE ALONG SAID GENERAL SOUTHERN BOUNDARY LINE THE FIVE FOLLOWING COURSES AND DISTANCES; SOUTH $71^{\circ} 15' 54''$ WEST 7.43 FEET; SOUTH $0^{\circ} 18''$ EAST 5.08 FEET; SOUTH $89^{\circ} 42'$ WEST 36.80 FEET; SOUTH $0^{\circ} 18''$ EAST 38.00 FEET, AND SOUTH $89^{\circ} 42'$ WEST 101.49 FEET TO THE WESTERN LINE OF SAID 6.12 ACRE PARCEL OF LAND; THENCE SOUTH $0^{\circ} 18'$ EAST ALONG THE LAST MENTIONED LINE 322.18 FEET TO THE CENTER LINE OF SAN LORENZO CREEK; THENCE ALONG SAID CENTER LINE SOUTH $67^{\circ} 23'$ EAST 183.07 FEET AND EAST 13.87 FEET TO A LINE DRAWN PARALLEL WITH SAID WESTERN LINE OF SAID 6.12 ACRE PARCEL AND DISTANT 182.49 FEET EASTERLY THEREFROM, MEASURED AT A RIGHT ANGLE THERETO; THENCE NORTH $0^{\circ} 18'$ WEST, ALONG SAID PARALLEL LINE, 411.54 FEET TO A POINT ON THE SOUTHERN LINE OF SAID TROPIC COURT, AT WHICH POINT THE CENTER OF THE ABOVE-MENTIONED CURVE WITH A RADIUS OF 40 FEET BEARS NORTH $0^{\circ} 18'$ WEST 40.00 FEET DISTANT; THENCE WESTERLY AND NORTHWESTERLY ON THE ARC OF SAID CURVE, TO THE RIGHT, THROUGH A CENTRAL ANGLE OF $71^{\circ} 33' 54''$, A DISTANCE OF 49.96 FEET TO THE ACTUAL POINT OF COMMENCEMENT.

PARCEL TWO:

PORTION OF THE 6.12 ACRE PARCEL OF LAND DESCRIBED IN THE DEED FROM ROBERT KING AND WIFE, TO BENEDETTO OBERTI, DATED MARCH 19, 1932, AND RECORDED MARCH 22, 1932, IN BOOK 2790, PAGE 171 OF OFFICIAL RECORDS OF ALAMEDA COUNTY, RECORDER'S SERIES NO. CC/14931, BOUNDED AS FOLLOWS:

BEGINNING AT THE SOUTHERN EXTREMITY OF THE CURVE WITH A RADIUS OF 20 FEET WHICH CONNECTS THE WESTERN LINE OF TROPIC COURT WITH THE SOUTHERN LINE OF LEWELLING BOULEVARD, AS DESCRIBED IN THAT CERTAIN GRANT FROM HARRY KROLL, ET AL, TO THE CITY OF SAN LEANDRO, DATED JUNE 30, 1958 AND RECORDED JULY 29, 1958 IN BOOK 8737, PAGE 383 OF SAID OFFICIAL RECORDS, RECORDER'S SERIES NO. AP/74915, AND RUNNING THENCE ALONG SAID LINE OF TROPIC COURT THE FOUR FOLLOWING COURSES AND DISTANCES: SOUTH 0° 18' EAST 215.60 FEET, SOUTHERLY, ON THE ARC OF A TANGENT CURVE TO THE RIGHT WITH A RADIUS OF 20 FEET, A DISTANCE OF 7.36 FEET; SOUTH 20° 46' 15" WEST, TANGENT TO THE LAST MENTIONED ARC 25.00 FEET AND SOUTHERLY, SOUTHEASTERLY AND EASTERLY ON THE ARC OF A TANGENT CURVE TO THE LEFT WITH A RADIUS OF 40 FEET, THROUGH A CENTRAL ANGLE OF 111° 04' 15" A DISTANCE OF 77.54 FEET TO A POINT ON A LINE DRAWN PARALLEL WITH THE WESTERN LINE OF SAID 6.12 ACRE PARCEL OF LAND AND DISTANT 182.49 FEET EASTERLY THEREFROM, MEASURED AT A RIGHT ANGLE THERETO, THE LAST DETERMINED POINT BEING THE ACTUAL POINT OF COMMENCEMENT; RUNNING THENCE SOUTH 0° 18' EAST 411.54 FEET TO THE CENTER LINE OF SAN LORENZO CREEK; THENCE ALONG SAID CENTER LINE EAST 115.49 FEET AND SOUTH 66° 26' EAST 73.26 FEET TO THE EASTERN LINE OF SAID 6.12 ACRE PARCEL; THENCE NORTH 0° 18' WEST, ALONG THE LAST MENTIONED LINE, 423.78 FEET TO THE GENERAL SOUTHERN BOUNDARY LINE OF THE PARCEL OF LAND DESCRIBED AS PARCEL 1 IN THE DEED OF TRUST MADE BY TROPIC PROPERTIES, INC., A CORPORATION, TO W.O. WATSON, TRUSTEE, FOR AMERICAN NATIONAL INSURANCE COMPANY, A CORPORATION, DATED MAY 5, 1959 AND RECORDED MAY 5, 1959 IN BOOK 9015, PAGE 471 OF SAID OFFICIAL RECORDS, RECORDER'S SERIES NO. AQ/52445; THENCE ALONG SAID GENERAL SOUTHERN BOUNDARY LINE THE FIVE FOLLOWING COURSES AND DISTANCES; SOUTH 89° 42' WEST 101.49 FEET; NORTH 0° 18' WEST 38.00 FEET; SOUTH 89° 42' WEST 36.00 FEET; NORTH 0° 18' WEST 5.00 FEET AND NORTH 71° 51' 54" WEST 7.43 FEET TO A POINT ON THE EASTERN LINE OF SAID TROPIC COURT, AT WHICH POINT THE CENTER OF SAID CURVE WITH A RADIUS OF 40 FEET BEARS NORTH 71° 51' 54" WEST 40.00 FEET DISTANT; THENCE ALONG THE LINE OF TROPIC COURT SOUTHERLY, SOUTHWESTERLY AND WESTERLY, ON THE ARC OF SAID CURVE WITH A RADIUS OF 40 FEET TO THE RIGHT, THROUGH A CENTRAL ANGLE OF 71° 33' 54" A DISTANCE OF 49.96 FEET TO THE ACTUAL POINT OF COMMENCEMENT.

APN: 412-0006-006-01 and 412-0006-006-02