

AGREEMENT

1. Assignment. Subject to the transfer of the Project and the Real Property from Assignor to Assignee, Assignor absolutely, unconditionally and irrevocably transfers, conveys, sets over and assigns to Assignee, all of Assignor's rights, title, obligations and interests in, under, and to the OPA Documents. It is the intent of Assignor to establish a present, absolute and irrevocable transfer and assignment to Assignee of all rights, title, obligations and interests in and under the OPA Documents and to authorize and empower Assignee to exercise all rights and remedies available under the OPA Documents without the necessity of further action on the part of Assignor. This assignment shall be effective upon the transfer of the Real Property to from Assignor to Assignee and is not conditioned upon any further action from Assignor or Assignee. In the event PSA is terminated pursuant to the terms therein this Assignment will be null and void.

2. Assumption. Assignee hereby absolutely, unconditionally and irrevocably assumes all of Assignor's rights, title, obligations and interests in, under, and to the OPA Documents. It is the intent of Assignor to establish a present, absolute and irrevocable assumption of all rights, title, obligations and interests in and under the OPA Documents. This assumption shall be effective immediately upon the execution of this Assignment and the transfer of the Project and the Real Property to from Assignor to Assignee and is not conditioned upon any further action from Assignor or Assignee.

3. Transfer of the Real Property. Subject to the transfer of the Real Property to from Assignor to Assignee, Assignor will transfer all of Assignor's rights title and interest in and to the Project and the Real Property to Assignee pursuant to the terms of the PSA.

4. Consent to Assignment and Assumption. By placing its signature below Lender hereby consents to Assignor's assignment, and Assignees assumption, of the OPA Documents as forth in herein, and to the sale of the Project and the Real Property to Assignee.

5. Miscellaneous.

(a) Notice. All notices and other communications required or permitted to be given pursuant to this Assignment must be in writing and will be deemed served and given at the time of (i) three (3) Business Days after deposit in a depository receptacle under the care and custody of the United States Postal Service, properly addressed, postage prepaid, registered or certified mail with return receipt requested, (ii) delivery to the designated address of the addressee by a third party commercial delivery service, whether by overnight delivery or by courier, or (iii) receipt at the facsimile receiving facility of the addressee if transmitted by facsimile transmission. Notice given in any other manner will be effective only if and when received by the addressee. For purposes of notices, the addresses and facsimile numbers of the parties shall be as set forth herein or as otherwise provided to the parties in writing.

Assignor: Hotel Fresno Apartments, LP
770 South Irolo Street, Suite 1000
Los Angeles, CA 90005
Attn: Eugene Kim

Assignee: Broadway Plaza Family Apartments, LP
770 South Irolo Street, Suite 1000
Los Angeles, CA 90005
Attention: Eugene Kim

Lender: Housing Successor to the Redevelopment Agency
of the City of Fresno
848 M Street, Third Floor
Fresno, CA 93721
Attn: Marlene Murphey

(b) Governing Law. All questions with respect to the construction of this Assignment and the rights and liabilities of the parties to this Assignment shall be governed by and construed and enforced in accordance with the laws of the State of California.

(c) Binding on Successors. This Assignment and Assumption shall inure to the benefit of, and shall be binding upon, the successors and assigns of each of the parties to this Assignment and Assumption.

(d) Counterparts. This Assignment and Assumption may be executed in any number of original counterparts, each of which shall be deemed an original, but all of which when taken together shall constitute one instrument. The original signature page of any counterpart may be detached from such counterpart and attached to any other counterpart identical to such counterpart (except having additional signature pages executed by other parties to this Assignment) without impairing the legal effect of any such signature(s).

(e) Entire Assignment. This Assignment constitutes the entire agreement and understanding between the parties in respect of the assignment and assumption of the OPA Documents and supersedes all prior agreements and understandings with respect to such subject matter, whether oral or written. Except as modified as set forth herein the OPA Documents shall remain unchanged and in full force and effect.

(f) Severability. If any part of this Assignment is declared invalid for any reason, such shall not affect the validity of the rest of the Assignment. The other parts of this Assignment shall remain in effect as if this Assignment had been executed without the invalid part. The parties declare that they intend and desire that the remaining parts of this Assignment continue to be effective without any part or parts that have been declared invalid.

(g) Ancillary Documents. The parties hereto agree to cooperate with the other parties including any other documents of agreements required to effectuate Assignor's assignment, and Assignee's assumption, of the OPA Documents as forth in herein, and the sale of the Project and the Real Property to Assignee.

[SIGNATURE PAGES ATTACHED]

ASSIGNOR:

Hotel Fresno Apartments, LP,

a California limited partnership

By: Deep Green Housing and Community Development,

a California nonprofit corporation

Its: Managing General Partner

By: 
Zoe Ellas, Executive Director

By: APEC Hotel Fresno, LLC,


a California limited liability company

Its: Administrative General Partner

By: APEC International, LLC,

a California limited liability company

Its: Managing Member

By: 
Eugene Kim, Manager

ASSIGNEE:

Broadway Plaza Family Apartments, LP,

a California limited partnership

By: Deep Green Fresno, LLC,

a California limited liability company

Its: Managing General Partner

By: Deep Green Housing and Community
Development, a California nonprofit
corporation

Its: Managing Member

By: 
Zoe Ellas, Executive Director

By: Broadway Plaza-H, LLC,

a California limited liability company

Its: Administrative General Partner

By: APEC International, LLC,

a California limited liability company

Its: Manger

By: 
Eugene Kim, Manager

CONSENT OF LENDER:

**City of Fresno in its capacity as
Housing Successor to the Redevelopment Agency
of the City of Fresno**

By: _____
Name: Marlene Murphey
Title: Executive Director
Date: _____

APPROVED AS TO FORM
CITY ATTORNEY'S OFFICE
BY: *[Signature]*
CITY ATTORNEY

Exhibit-A

All that certain real property situated in the City of Fresno, County of Fresno, State of California, described as follows:

TRACT ONE:

Lots 27 through 32, inclusive, and the Northwesterly 12.00 feet of Lot 26, in Block 63 of the Map of the Town (now City) of Fresno, according to the Map thereof recorded June 8, 1876 in Volume 1 of Plats, at Page 2, of Fresno County Records.

TOGETHER WITH the Southwesterly 10.00 feet of that portion of the Alley of said Block 63 lying adjacent to the above described property.

Pursuant to Voluntary Parcel Merger No. 2017-06, recorded February 22, 2017 as Document No. 2017- 0021895, Official Records of Fresno County.

Assessor's Parcel Number: 466-214-32

TRACT TWO:

Lots 1 through 6, inclusive, and the Northwesterly 12.00 feet of Lot 7, in Block 63 of the Map of the Town (now City) of Fresno, according to the map thereof recorded June 8, 1876 in Volume 1 of Plats, at Page 2, of Fresno County Records.

TOGETHER WITH the Northeasterly 10.00 feet of that portion of the Alley of said Block 63 lying adjacent to the above described property.

Pursuant to Voluntary Parcel Merger No. 2016-14, recorded February 22, 2017 as Document No. 2017-0021894, Official Records of Fresno County.

Assessor's Parcel Number: 466-214-31