

EXHIBIT "B"
Assignment and Assumption Agreement

RECORDED AT THE REQUEST OF
AND WHEN RECORDED RETURN TO:

City of Fresno
City Clerk
2600 Fresno Street, Room 2133
Fresno, CA 93721-3603

(SPACE ABOVE THIS LINE FOR RECORDER'S USE)

CITY OF FRESNO

By: _____
Name: Wilma Quan-Schechter
Its: City Manager
Date: _____

**ASSIGNMENT AND ASSUMPTION OF
HOME INVESTMENT PARTNERSHIPS PROGRAM AGREEMENT AND RELATED
DOCUMENTS**

by

Opportunity Builders, a nonprofit public benefit corporation

to

Dublin Transit EAH, Inc., a nonprofit public benefit corporation

Regarding

“Village at Kings Canyon Apartments”
5015 E. El Monte Way, Fresno, CA 93727 (APN: 472-161-25)
5019 E. Montecito Avenue, Fresno, CA 93727 (APN: 472-161-26)
962 S. Pierce Avenue, Fresno, CA 93727 (APN: 472-171-03)

ASSIGNMENT AND ASSUMPTION OF HOME PROGRAM AGREEMENT AND RELATED DOCUMENTS

This Assignment and Assumption Agreement (Agreement) of the HOME Investment Partnerships (HOME) Program Agreement and Related Documents is entered into this _____ day of _____ 2018, (the Effective Date), by and between the City of Fresno, a municipal corporation, acting through its Development and Resource Management Department - Housing and Community Development Division (CITY) and Dublin Transit EAH, Inc. (EAH), a California nonprofit public benefit corporation (ASSIGNEE) and Opportunity Builders, a California nonprofit public benefit corporation, general partner of The Village at Kings Canyon LP, a California limited partnership (ASSIGNOR).

The CITY, ASSIGNOR AND ASSIGNEE entered into this Agreement for the assignment of ASSIGNOR's (i) existing HOME Program Agreement, dated October 24, 2003, and recorded on October 28, 2003, in Official Records under Recorder's Serial Number 2003-0260334, as amended by that certain First Amendment dated May 3, 2005, and recorded June 16, 2005, in Official Records under Recorder's Serial Number 2005-0134077 (collectively, the HOME Program Agreement), (ii) Restated and Superseding Promissory Note Secured by a Deed of Trust dated January 9, 2007, in the original principal amount of \$750,000 of which \$618,748.84 remains payable, (iii) Declaration of Restrictions dated October 24, 2003, recorded on May 21, 2004, in Official Records under Recorder's Serial Number 2004-0112718 and (iv) Deed of Trust executed by The Village at Kings Canyon, L.P., a California limited partnership for the benefit of the City dated April 5, 2006, and recorded on April 21, 2006, in Official Records under Recorder's Serial Number 2006-0084485, and related documents (collectively, the HOME Program Documents) to be assigned to and assumed by the ASSIGNEE for the purpose of acquiring Village at Kings Canyon Apartments, a forty-eight unit affordable rental property.

The ASSIGNOR has requested an assignment of the HOME Program Documents and the ASSIGNEE has requested the assumption of the HOME Program Documents.

The parties therefore agree as follows:

The Village at Kings Canyon LP, a California limited partnership shall grant by deed to ASSIGNEE all of its right, title and interest in the property located at: 5015 E. El Monte Way, Fresno, CA 93727 (APN: 472-161-25), 5019 E. Montecito Avenue, Fresno, CA 93727 (APN: 472-161-26), 962 S. Pierce Avenue, and Fresno, CA 93727 (APN: 472-171-03) (Subject Properties). Said deed must be recorded with this fully executed Agreement.

1. The ASSIGNOR hereby assigns and transfers to ASSIGNEE and ASSIGNEE accepts all right, title, interest and obligations of and to the HOME Program Documents. ASSIGNOR and ASSIGNEE, without waiver or limitation, agree to take any and all actions required to bind ASSIGNEE to the Agreement, as requested by CITY and such is a condition precedent to this Agreement and an obligation, which survives the release of ASSIGNOR's liability contained herein until the termination of the Agreement.

2. ASSIGNEE shall have no greater rights than ASSIGNOR under the Agreement.
3. ASSIGNEE, from and after the effective date of this Agreement, assumes and agrees to perform and fulfill all the terms, covenants, conditions, and obligations required to be performed and fulfilled by ASSIGNEE under the HOME Program Documents.
4. ASSIGNEE has requested and the CITY has agreed the HOME Program Agreement, remain the same.
 - a. CITY agrees to remove ASSIGNOR from repayment obligation of the Promissory Note and agrees to transfer repayment obligation to ASSIGNEE.
 - b. CITY agrees to subordinate the HOME Program Agreement and Promissory Note to no less than second position as may be required by senior financing.
5. Representations. Assignor hereby represents and warrants that it has not previously assigned, pledged, hypothecated or otherwise transferred any of its rights under the HOME Program Documents.
6. Indemnification.
 - a. Assignor agrees to indemnify, protect, hold harmless and defend Assignee, and their respective board members, officers and employees, from all suits, actions, claims, causes of action, costs, demands, judgments and liens arising out of Assignor's failure to perform any obligation under the HOME Program Documents on or before the Effective Date, except as such failure may have been caused by Assignee's willful misconduct or negligence.
 - b. Assignee agrees to indemnify, protect, hold harmless and defend Assignor, and their respective board members, officers and employees, from all suits, actions, claims, causes of action, costs, demands, judgments and liens arising out of Assignee's failure to perform any obligation under the HOME Program Documents which are assumed by Assignee under Section 1 above, except as such failure may have been caused by Assignor's willful misconduct or negligence.
7. Estoppel Provisions. Notwithstanding anything to the contrary contained in the HOME Program Documents, the City hereby acknowledges and agrees to the following:
 - a. The HOME Program Documents are in full force and effect and,

except to the extent amended or modified by this Agreement, have not been otherwise amended or modified. As of the date of this Agreement, all of the proceeds of the Loan have been disbursed, and any amounts currently due and payable to City under any of the HOME Program Documents have been paid.

- b. Except as has been disclosed to Assignee in writing prior to the Effective Date, the City has not given any notice of default pursuant to any of the HOME Program Documents that has not been cured and, to the best of the City's knowledge, no event or circumstance exists which, with the giving of notice or the passage of time, or both, would constitute a default under any of the HOME Program Documents.

8. Notice. All correspondence and notices given or required to be given to the Assignor under the Home Program Documents, from and after the Effective Date, shall be provided to the Assignee and shall be addressed as follows:

Assignee: Dublin Transit EAH Inc.
 22 Pelican Way
 San Rafael, CA 94901
 Attention: President

9. Successors and Assigns. This Agreement applies to, inures to the benefit of, and binds all parties hereto and their respective successors and assigns.
10. Counterparts. This Agreement may be executed in multiple counterparts, all of which, when taken together, shall be deemed an original upon execution.
11. Governing Law. This Agreement shall be governed by and interpreted in accordance with the laws of the State of California.

[SIGNATURES APPEAR ON THE FOLLOWING PAGE(S)]

IN WITNESS WHEREOF, the authorized agents of the parties hereto have executed this Assignment and Assumption Agreement at Fresno, California, the day and year first above written.

CITY OF FRESNO,
a California municipal corporation

Dublin Transit EAH, Inc.,
a California nonprofit corporation

By: _____
Name: Wilma Quan-Schechter
Title: City Manager
(Attach notary certificate of acknowledgment)

By: _____
Name:
Title:
(Attach Notary certificate of acknowledgment)

Date: _____

Date: _____

ATTEST:
YVONNE SPENCE, MMC
City Clerk

OPPORTUNITY BUILDERS,
a not-for-profit public benefit corporation

By: _____
_____, Deputy

By: 
Name: Eric Kjeldgaard
Title: President
(Attach Notary certificate of acknowledgment)

Date: _____

Date: _____

The Village at Kings Canyon LP, a California limited partnership

APPROVED AS TO FORM:
Douglas T. Sloan
City Attorney

By: OPPORTUNITY BUILDERS, a not-for-profit public benefit corporation, its general partner

By: 
Tracy Parvavian, Deputy City Attorney

By: 
Name: Eric Kjeldgaard
Title: President
(Attach Notary certificate of acknowledgment)

Date: 2-14-18

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

CIVIL CODE § 1189

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 Stanislaus)
On February 14, 2018 before me, Kristie A. Cortez, Notary Public
Date Here Insert Name and Title of the Officer
personally appeared Eric D. Kjeldgaard
Name(s) of Signer(s)

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 Kristie A. Cortez
Signature of Notary Public

Place Notary Seal Above

OPTIONAL

Though this section is optional, completing this information can deter alteration of the document or fraudulent reattachment of this form to an unintended document.

Description of Attached Document

Title or Type of Document: _____ Document Date: _____
Number of Pages: _____ Signer(s) Other Than Named Above: _____

Capacity(ies) Claimed by Signer(s)

Signer's Name: _____
 Corporate Officer -- Title(s): _____
 Partner -- Limited General
 Individual Attorney in Fact
 Trustee Guardian or Conservator
 Other: _____
Signer Is Representing: _____

Signer's Name: _____
 Corporate Officer -- Title(s): _____
 Partner -- Limited General
 Individual Attorney in Fact
 Trustee Guardian or Conservator
 Other: _____
Signer Is Representing: _____

IN WITNESS WHEREOF, the authorized agents of the parties hereto have executed this Assignment and Assumption Agreement at Fresno, California, the day and year first above written.

CITY OF FRESNO,
a California municipal corporation

Dublin Transit EAH, Inc.,
a California nonprofit corporation

By: _____
Name: Wilma Quan-Schechter
Title: City Manager
(Attach notary certificate of
acknowledgment)

By: _____
Name: _____
Title: Director
(Attach Notary certificate of
acknowledgment)

Date: _____

Date: 2/17/18

ATTEST:
YVONNE SPENCE, MMC
City Clerk

OPPORTUNITY BUILDERS,
a California nonprofit corporation

By: _____
_____, Deputy

By: _____
Name: Eric Kjeldgaard
Title: President
(Attach Notary certificate of
acknowledgment)

Date: _____

Date: _____

APPROVED AS TO FORM:
Douglas T. Sloan
City Attorney

The Village at Kings Canyon LP, a California
limited partnership

By: OPPORTUNITY BUILDERS,
a California nonprofit corporation, its general
partner

By: _____
Tracy Parvanian, Deputy City Attorney

By: _____
Name: Eric Kjeldgaard
Title: President
(Attach Notary certificate of
acknowledgment)

Date: _____

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

CIVIL CODE § 1189

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 Marin)

On February 14, 2018 before me, Terry K. Slater, Notary Public
Date Here Insert Name and Title of the Officer

personally appeared Cathy Macy
Name(s) of Signer(s)

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 Terry K. Slater
Signature of Notary Public

Place Notary Seal Above

OPTIONAL

Though this section is optional, completing this information can deter alteration of the document or fraudulent reattachment of this form to an unintended document.

Description of Attached Document

Title or Type of Document: Assignment + Assumption Agreement Document Date: 2-14-18
Number of Pages: 1 Signer(s) Other Than Named Above: N/A

Capacity(ies) Claimed by Signer(s)

Signer's Name: _____
 Corporate Officer — Title(s): _____
 Partner — Limited General
 Individual Attorney in Fact
 Trustee Guardian or Conservator
 Other: _____
Signer Is Representing: _____

Signer's Name: _____
 Corporate Officer — Title(s): _____
 Partner — Limited General
 Individual Attorney in Fact
 Trustee Guardian or Conservator
 Other: _____
Signer Is Representing: _____