Recorded at the Request of and When Recorded Return to:

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

(SPACE ABOVE THIS LINE FOR RECORDER'S USE ONLY)

This Assignment of LHTF Agreement is recorded at the request and for the benefit of the City of Fresno and is exempt from payment of a recording fee pursuant to Government Code Section 6103.

ASSIGNMENT AND ASSUMPTION OF LOCAL HOUSING TRUST FUND AGREEMENT AND RELATED DOCUMENTS

by and between

CITY OF FRESNO, a California municipal corporation

and

SELF-HELP ENTERPRISES, a California nonprofit public benefit corporation

and

LA HACIENDA MOBILE, LLC, A California limited liability company

regarding

La Hacienda Mobile Home Park 104 East Sierra Avenue, Fresno, California 93710 (APNs 408-050-04, 408-050-05, and 408-050-09)

ASSIGNMENT AND ASSUMPTION OF LOCAL HOUSING TRUST FUND AGREEMENT AND RELATED DOCUMENTS

RECITALS

- A. WHEREAS, the City and Assignor are parties to: (i) that certain Local Housing Trust Fund ("LHTF") Agreement executed by the City and Assignor dated February 24, 2025, and recorded in the Official Records of the County of Fresno as Document Number 2025-0073670 (the "LHTF Agreement"); (ii) that certain unrecorded Promissory Note executed by Assignor dated February 24, 2025 (the "Promissory Note"); and (iii) that certain Deed of Trust with Assignment of Rents executed by Assignor dated July 24, 2025, and recorded in the Official Records of the County of Fresno as Document Number 2025-0073671 (the "Deed of Trust"), and related documents (collectively, the LHTF Documents) for the purpose of acquisition, development, rehabilitation, construction, preservation, and operation of the Property with up to 58 units of affordable housing of which 17 units will be LHTF-Assisted Units preserved as Extremely-Low to Low-Income rental housing.
- B. WHEREAS, Assignor hereby desires to assign to Assignee all of its obligations under and rights, title and interest in and to the LHTF Documents; and the Assignee hereby desires to accept and assume such assignment including all Assignee's obligations under and rights, title and interest in and to the LHTF Document.
- C. WHEREAS, the City desires to consent to such assignment and assumption of the LHTF Documents.

NOW, THEREFORE, in consideration of the above recitals, which recitals are contractual in nature, the mutual promises herein contained, and for other good and valuable consideration hereby acknowledge, the Parties agree as follows:

AGREEMENT

- 1. Assignment and Assumption of LHTF Documents. From and after the Effective Date, Assignor hereby assigns and transfers to Assignee all of Assignor's rights, title, interest, obligations, duties, and responsibilities under the LHTF Documents. Assignee hereby assumes and accepts Assignor's rights, title, interest, obligations, duties and responsibilities under the LHTF Documents. Any reference to "DEVELOPER" or "BORROWER" in the LHTF Documents shall apply to Assignee. Assignee shall have no greater rights than Assignor under the LHTF Documents.
- 2. <u>Transfer of Real Property</u>. Assignor shall grant by deed to Assignee all its rights, title and interest in the property located at 104 East Sierra Avenue, Fresno, California 93710 (APNs 408-050-04, 408-050-05, and 408-050-09). Said deed shall be recorded with this fully executed Assignment.
 - City's Consent to Assignment and Assumption and Transfer of Real Property.

The City hereby consents to Assignor's assignment, and the Assignee's assumption of all of Assignor's rights, interests, obligations, duties, and responsibilities under the LHTF Documents and further consents to Assignor's selling, conveying, transferring, alienating, or otherwise disposing of the Project and Property (as defined in the LHTF Documents) to Assignee.

- 4. <u>Representations</u>. Assignor hereby represents and warrants that it has not previously assigned, pledged, or hypothecated or otherwise transferred any of its rights under the LHTF Documents.
- 5. <u>Notice</u>. All correspondence and notices given or required to be given to the Assignor under the LHTF Documents, from and after the Effective Date, shall be provided to the Assignee and shall be addressed as follows:

Assignee: LA HACIENDA MOBILE, LLC Address: 8445 W. ELOWIN CT, VISALIA, CA 93291

Telephone: (559) 651-1000

- 6. <u>Successors and Assigns</u>. This Agreement applies to, inures to the benefit of, and binds all parties hereto and their respective successors and assigns.
- 7. <u>Counterparts</u>. This Agreement may be executed in multiple counterparts, all of which, when taken together, shall be deemed an original upon execution.
- 8. <u>Governing Law.</u> This Agreement shall be governed by and interpreted in accordance with the laws of the State of California.
- 9. <u>Further Assurances</u>. Each party shall, at its own cost and expense, execute and deliver any such further documents and instruments and shall take such other actions as may be reasonably necessary to carry out this Agreement.

[SIGNATURE PAGE TO FOLLOW]

IN WITNESS WHEREOF, the Parties have executed this Assignment and Assumption Agreement in Fresno, California, as of the Effective Date.

ASSIGNEE:

LA HACIENDA MOBILE, LLC,

Name: Thomas J. Collishaw

Pres. or Vice Pres.)

a California limited liability company

ASSIGNOR:

SELF-HELP ENTERPRISES, a California nonprofit public benefit corporation

Name: Thomas J. Collishaw

Title: President and Chief Executive Officer
(If corporation or LLC., Board
Chair, Pres. or Vice Pres.)
(Attach notary certificate of acknowledgment)

By: Rely & Hage

Title: President and Chief Executive Officer

(If corporation or LLC., Board Chair,

(Attach notary certificate of acknowledgment)

(Attach notary certificate of acknowledgment)

Name: Ricky J. Gonzales

Title: Assistant Secretary

(If corporation or LLC., CFO, Treasurer,
Secretary or Assistant Secretary)

Name: Ricky J. Gonzales

Title: Assistant Secretary
(If corporation or LLC., CFO,
Treasurer, Secretary or Assistant

Secretary)

(Attach notary certificate of acknowledgment)

ACKNOWLEDGMENT

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.

validity of that document.	
State of California County of	
On September 15, 2025 before me, V	/alerie Pedro, Notary Public (insert name and title of the officer)
personally appeared Thomas J. Collishaw who proved to me on the basis of satisfactory evid subscribed to the within instrument and acknowled (his/her/their authorized capacity(ies), and that by person(s), or the entity upon behalf of which the person(s).	his/her/their signature(s) on the instrument the verson(s) acted, executed the instrument.
I certify under PENALTY OF PERJURY under the paragraph is true and correct.	e laws of the State of California that the foregoing
WITNESS my hand and official seal.	VALERIE PEDRO Notary Public - California Tulare County Commission # 2471559 My Comm. Expires Dec 10, 2027
Signature Valerie Redro	(Seal)

ACKNOWLEDGMENT

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.

validity of tha				
State of Califor	nia Tulare)		
On Septemb	er 15, 2025	before me, _	Valerie Pe	edro, Notary Public name and title of the officer)
who proved to the subscribed to the his/her/their au person(s), or the	ne within instrume thorized capacity(in the entity upon beha	f satisfactory event and acknowled the same and that by alf of which the	his/her/theperson(s)	be the person(s) whose name(s) is are me that he/she/they executed the same in heir signature(s) on the instrument the acted, executed the instrument.
I certify under F paragraph is tru	enalty OF PER and correct.	KJURY under th	e laws of t	the State of California that the foregoing
WITNESS my I	nand and official s	eal.		VALERIE PEDRO Notary Public - California Tulare County Commission # 2471559 My Comm. Expires Dec 10, 2027
Signature	alerie)	Ledro	(Seal)	

WITH THE CONSENT OF THE CITY: CITY OF FRESNO, a California municipal corporation By: Georgeanne A. White, City Manager (Attach notary certificate of acknowledgment) Date: APPROVED AS TO FORM: ANDREW JANZ City Attorney By: Tracy N. Parvanian Assistant City Attorney Date

ATTEST: TODD STERMER, CMC City Clerk

By: Name Date Deputy Clerk

Address for notice to the City:

City of Fresno Planning and Development Department Attn: Phil Skei, Assistant Director 2600 Fresno Street, Room 3065 Fresno, CA 93721-3605