

**EXHIBIT "H-2"**

**Reformed Developer Performance Guaranty – Phase II**

**DEVELOPER PERFORMANCE GUARANTY – PHASE II**

THIS GUARANTY ("Guaranty") is entered by FRESNO EDISON APARTMENTS II, LP, ("Phase II Owner") a California limited partnership in good standing with principal offices in Fresno, California, by its general partner(s) SILVERCREST, INC., a California non-profit public benefit corporation and FRESNO EDISON APARTMENTS II AGP, LLC, a California limited liability company, (hereinafter jointly and severally referred to as "Guarantor"), in favor of and for the benefit of the CITY OF FRESNO, a municipal corporation, in its capacity as HOUSING SUCCESSOR TO THE REDEVELOPMENT AGENCY OF THE CITY OF FRESNO, ("Agency"), in pursuit of the Disposition and Development Agreement by and between Guarantor and Edison Plaza Partners, L.P. ("Original Developer") dated March 9, 2011 and the Reformation of Disposition and Development Agreement dated January 24, 2012, between Agency and Original Developer, as further reformed by Second Reformation of Disposition and Development Agreement dated \_\_\_\_\_, 2015 among Agency, Original Developer, Fresno Edison Apartments, L.P., and Phase II Owner regarding the Edison Project (6.9 acres multi-family) (as reformed "Agreement") to which this Guaranty is an exhibit.

**WHEREAS:**

As provided in Section 4.3 of the Agreement, Guarantor and Agency desire that Guarantor secure its obligations with a fully executed and enforceable Guaranty.

NOW, THEREFORE, in consideration of the above recital and the Agreement and for other good and valuable consideration, it is hereby agreed as follows:

1. Guarantor hereby guarantees unconditionally, irrevocably and absolutely to the Agency, its successors and assigns, that Guarantor shall fully perform the Agreement.
2. This continuing Guaranty shall not be affected by any deviation from or alteration of the terms, covenants or conditions of the Agreement, including but not limited to any extension or modification of the Agreement. If the Agreement is modified in any respect by agreement between Agency and Guarantor, the obligations hereunder of Guarantor shall extend and apply with respect to the full and faithful performance and observance of all of the lawful covenants, terms, and conditions of the Agreement and of any such modification thereof.
3. The liability of Guarantor under this Guaranty is exclusive and independent of any insurance, security for or other guarantee or deposit of Guarantor, whether executed by Guarantor or any other party, and the liability of Guarantor under this Guaranty is not affected or impaired by (a) any other continuing or other insurance, guaranty, undertaking, or maximum liability of Guarantor under the Agreement; (b) any payment on or in reduction of any other security, guaranty or deposit; (c) any dissolution, termination, or increase, decrease, or changes of personnel of the Guarantor; or (d) any payment made by the Agency on any indebtedness under the Agreement that Agency pays pursuant to court order in any bankruptcy, reorganization, arrangement, moratorium or other proceedings; Guarantor waives any right to the deferral or modification of Guarantor's obligations by virtue of any such proceeding.

4. It shall not be necessary for Agency to institute suit or exhaust any of its legal remedies against Guarantor, or pursue any other remedy in Agency's power, in order to enforce this Guaranty. This Guaranty may be immediately enforced against Guarantor.

5. If any provision of this Guaranty shall be invalid, unenforceable or ineffective for any reason whatsoever, all other provisions hereof shall be and remain in full force and effect.

6. No right or power of Agency under this Guaranty shall be deemed to have been waived by any act to conduct on the part of the Agency, or by any neglect to exercise that right or power, or by a delay in so doing; and every right or power shall continue in full force and effect until specifically waived or released by an instrument in writing executed by Agency.

7. This Guaranty and the liability and obligations of Guarantor hereunder are binding on Guarantor and its respective successors and assigns, and inure to the benefit of and are enforceable by Agency and its successors, transferees and assigns.

8. This Guaranty, and all of the terms hereof, shall inure to the benefit of the Agency, its successors and assigns, and shall be binding upon Guarantor. No assignment of this Guaranty shall be effective without the prior written consent of Agency.

9. This Guaranty shall be deemed made under, interpreted in accordance with, and governed by, the substantive and procedural law of the State of California in all respects, including matters of construction, validity, and performance, and its terms and provisions may not be waived, altered, modified, or amended except in writing duly signed by an authorized agent of Agency and by Guarantor.

10. Guarantor represents and warrants that this Guaranty has been duly authorized by all necessary action and formality on Guarantors part, has been duly executed and delivered by a duly authorized officer, and constitutes Guarantor's valid and legally binding agreement in accordance with this term.

11. The Guaranty shall be effective concurrently with the effective date of the Agreement.

**GUARANTOR:**

FRESNO EDISON APARTMENTS II, LP,  
a California limited partnership

By: Silvercrest, Inc.,  
a California non-profit corporation,  
its Managing General Partner

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Name: Preston Prince  
Title: Secretary/Treasurer

By: Fresno Edison Apartments AGP II, LLC, a  
California limited liability company,  
Its Administrative General Partner

By: Housing Authority of the City of  
Fresno, California, its managing  
member

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Name: Preston Prince  
Title: CEO/Executive Director

By: Edison Plaza Partners, L.P.,  
a California limited partnership, its  
member

By: The Penstar Group  
Its General Partner

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By: Thomas G. Richards  
Its: President

By: Jackson J&J, LLC (dba  
H.A. W. Fifty Six)  
Its: General Partner

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By: James Hendricks  
Its: Managing Member

SILVERCREST, INC.,  
a California non-profit corporation

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Name: Preston Prince  
Title: Secretary/Treasurer

FRESNO EDISON APARTMENTS AGP II,  
LLC, a California limited liability company

By: Housing Authority of the City of  
Fresno, California, its managing  
member

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Name: Preston Prince  
Title: CEO/Executive Director

By: Edison Plaza Partners, L.P., a  
California limited partnership,  
its member

By: The Penstar Group  
Its General Partner

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By: Thomas G. Richards  
Its: President

By: Jackson J&J, LLC (dba  
H.A. W. FIFTY SIX)  
Its: General Partner

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By: James Hendricks  
Its: Managing Member

ACKNOWLEDGMENTS

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    )  
  ) ss.  
COUNTY OF                    )

On \_\_\_\_\_, before me, \_\_\_\_\_, personally appeared \_\_\_\_\_ personally known to me (or 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 signatures(s) on the instrument the person(s) or the entity upon behalf of which the person(s) acted, executed the instrument.

Witness my hand and official seal.

\_\_\_\_\_  
Notary Public

[SEAL]

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    )  
  ) ss.  
COUNTY OF                    )

On \_\_\_\_\_, before me, \_\_\_\_\_, personally appeared \_\_\_\_\_ personally known to me (or 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 signatures(s) on the instrument the person(s) or the entity upon behalf of which the person(s) acted, executed the instrument.

Witness my hand and official seal.

\_\_\_\_\_  
Notary Public

[SEAL]