

JPFA LOAN REPAYMENT AND ASSIGNMENT AGREEMENT

This JPFA Loan Repayment and Assignment Agreement (this "Agreement") is entered to as of May __, 2017 by and between the Fresno Joint Powers Financing Authority, a California joint powers authority (the "JPFA") and the City of Fresno, a municipal corporation (the "City") with reference to the following facts:

RECITALS

A. The City and the JPFA participated in a New Market Tax Credit ("NMTC") transaction in which the City provided the JPFA with Twelve Million Six Hundred Ninety Thousand Five Hundred and No/100 Dollars (\$12,690,500) to enable the JPFA to make a loan to FBB Investment Fund, LLC (the "Investment Fund") and investment fund created for the NMTC transaction.

B. The Investment Fund used the JPFA loan proceeds, along with equity raised by an investor to make an equity contribution in the Clearinghouse NMTC (Sub 18), LLC, a community development entity created to facilitate the investment in low-income communities through the use of New Market Tax Credits (the "CDE").

C. The CDE utilized the Investment Fund investment in the CDE to make a loan to the City of Fresno Cultural Arts Properties Corporation, a California nonprofit public benefit corporation (the "COFCAP") in the approximate amount of Sixteen Million Six Hundred Sixty Thousand Dollars (\$16,660,000) (the "CDE Loan").

D. The CDE Loan is evidenced by two promissory notes executed by COFCAP in favor of the CDE, which are secured by a deed of trust recorded against COFCAP's Property, commonly referred to as the Fresno Bee Building.

E. After the NMTC compliance period terminated, the CDE Loan was assigned to the Investment Fund to redeem its interest in the CDE. In turn, the CDE assigned the CDE Loan to the JPFA as repayment of the loan made to the Investment Fund by the JPFA.

F. The JPFA now wishes to fully repay the loan made by the City to the JPFA assigning the CDE Loan to the City in lieu of paying the City loan in cash.

G. The JPFA desires to assign its rights, interests, duties and obligations under the COFCAP promissory notes and deed of trust to the City, and the City desires to accept and assume such rights, interests, duties and obligations as more fully set forth herein.

AGREEMENT

1. Effective Date of Agreement. This Agreement shall take effect upon the date of execution by the JPFA and the City, whichever is later (the "Effective Date").

2. Assignment and Assumption. As of the Effective Date, the JPFA hereby assigns and transfers to the City all of its rights, interests, duties and obligations under the COFCAP promissory notes and deed of trust, as of the Effective Date, the JPFA accepts the assignment and transfer and assumes and agrees to perform all of the terms, provisions and obligations under the COFCAP promissory notes and deed of trust.

3. Transfer of the COFCAP Promissory Notes. As of the Effective Date, the JPFA shall transfer each COFCAP promissory note to the City and shall append an allonge to each promissory note, substantially in the form of Exhibit A and Exhibit B attached hereto, indicating that the City is the payee under each COFCAP promissory note.

4. Assignment of Deed of Trust. As of the Effective Date, the JPFA shall assign the COFCAP deed of trust to the City by executing the deed of trust assignment, substantially in the form of Exhibit C attached hereto

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

6. Entire Agreement. This Agreement, including and incorporating the Recitals, represents the entire agreement between the parties with respect to the subject matter of this Agreement and supersedes all prior oral or written agreements, understandings, representations, and covenants.

[SIGNATURES ON FOLLOWING PAGE]

IN WITNESS WHEREOF, the parties have caused their duly authorized representatives to execute this Assignment as of the date first hereinabove set forth.

ASSIGNOR:

**FRESNO JOINT POWERS FINANCING
AUTHORITY**, a California joint powers authority

By: _____

Name: _____

Title: _____

ASSIGNEE:

CITY OF FRESNO, a California municipal corporation, its sole member and manager

By: _____

Name: Bruce Rudd, City Manager

ATTEST:
YVONNE SPENCE, CMC
City Clerk

By: _____
Deputy

APPROVED AS TO FORM:
DOUG T. SLOAN
City Attorney

By: _____
Raj Singh Badhesha Date

EXHIBIT A

ALLONGE TO PROMISSORY NOTE (Note A)

ALLONGE TO THAT CERTAIN PROMISSORY NOTE SECURED BY DEED OF TRUST (A) IN THE ORIGINAL PRINCIPAL AMOUNT OF \$12,690,500, DATED MARCH 31, 2010 (THE "**NOTE**"), FROM CITY OF FRESNO CULTURAL ARTS PROPERTIES CORPORATION, A CALIFORNIA NONPROFIT PUBLIC BENEFIT CORPORATION, AS MAKER, IN FAVOR OF FBB INVESTMENT FUND AS ASSIGNED TO THE FRESNO JOINT POWERS FINANCING AUTHORITY ("**ASSIGNOR**"), AS ASSIGNED:

Pay to the order of the City of Fresno ("**ASSIGNEE**"), WITHOUT RECOURSE and without representation or warranty, express or implied.

In addition, the undersigned hereby assigns to Assignee all of its rights and obligations pursuant to that certain Loan Agreement dated as of March 31, 2010, among CLEARINGHOUSE NMTC (Sub 18), LLC, a California limited liability company, as lender, and CITY OF FRESNO CULTURAL ARTS PROPERTIES CORPORATION, a California nonprofit public benefit corporation, as borrower.

Dated: As of May ____, 20__

**FRESNO JOINT POWERS FINANCING
AUTHORITY**, a California joint powers authority

By: _____
Name: _____
Title: _____

ATTEST:
YVONNE SPENCE, CMC
City Clerk

By: _____
Deputy

APPROVED AS TO FORM:
DOUG T. SLOAN
City Attorney

By: _____
Raj Singh Badhesha, Date
Deputy

EXHIBIT B

ALLONGE TO PROMISSORY NOTE (Note B)

ALLONGE TO THAT CERTAIN PROMISSORY NOTE SECURED BY DEED OF TRUST (B) IN THE ORIGINAL PRINCIPAL AMOUNT OF \$3,969,500, DATED MARCH 31, 2010 (THE **"NOTE"**), FROM CITY OF FRESNO CULTURAL ARTS PROPERTIES CORPORATION, A CALIFORNIA NONPROFIT PUBLIC BENEFIT CORPORATION, AS MAKER, IN FAVOR OF FBB INVESTMENT FUND COMPANY AS ASSIGNED TO THE FRESNO JOINT POWERS FINANCING AUTHORITY (**"ASSIGNOR"**), AS ASSIGNED:

Pay to the order of City of Fresno (**"ASSIGNEE"**), WITHOUT RECOURSE and without representation or warranty, express or implied.

In addition, the undersigned hereby assigns to Assignee all of its rights and obligations pursuant to that certain Loan Agreement dated as of March 31, 2010, among CLEARINGHOUSE NMTC (Sub 18), LLC, a California limited liability company, as lender, and CITY OF FRESNO CULTURAL ARTS PROPERTIES CORPORATION, a California nonprofit public benefit corporation, as borrower.

Dated: As of May __, 2017

**FRESNO JOINT POWERS FINANCING
AUTHORITY**, a California joint powers authority

By: _____
Name: _____
Title: _____

ATTEST:
YVONNE SPENCE, CMC
City Clerk

By: _____
Deputy

APPROVED AS TO FORM:
DOUG T. SLOAN
City Attorney

By: _____
Raj Singh Badhesha Date
Deputy

EXHIBIT C

RECORDING REQUESTED BY
AND WHEN RECORDED MAIL TO:

City of Fresno
2600 Fresno Street, Suite _____
Fresno, California 93721
Attention: City Manager

THIS SPACE ABOVE FOR RECORDER'S USE

ASSIGNMENT OF DEED OF TRUST

For value received, FRESNO JOINT POWERS FINANCING AUTHORITY, a California joint powers authority (the "**Assignor**"), does hereby assign all of its rights, title, and interest and set over unto THE CITY OF FRESNO, a municipal corporation ("**Assignee**"), its successors and assigns that certain Deed of Trust with Absolute Assignment of Leases and Rents, Security Agreement and Fixture Filing, dated March 31, 2010, and recorded in the office of the Recorder of Fresno County on April 1, 2010, as Instrument Number 20100041554 (the "**Deed of Trust**"), owned by Assignor, on real property located in Fresno County, State of California.

Together with the promissory notes secured thereby (without recourse) and referred to therein and all sums of money due and to become due thereon.

[SIGNATURES FOLLOWING PAGE]

In witness whereof, Assignor executed this Assignment this _____ day of May, 2017.

**FRESNO JOINT POWERS FINANCING
AUTHORITY**, a California joint powers authority

By: _____
Name: _____
Title: _____

ATTEST:
YVONNE SPENCE, CMC
City Clerk

By: _____
Deputy

APPROVED AS TO FORM:
DOUG T. SLOAN
City Attorney

By: _____
Raj Singh Badhesha Date
Deputy

