

RECORDING REQUESTED BY AND
WHEN RECORDED RETURN TO:

Orange County Housing Authority
c/o OC Community Resources/
OC Housing & Community Development
1501 E. St. Andrew Place, 1st Floor
Santa Ana, CA 92705
Attn: Executive Director

ASSIGNMENT AND ASSUMPTION AGREEMENT

By and Among

ORANGE COUNTY HOUSING AUTHORITY,
acting solely as the Housing Successor Agency to the Orange County Development
Agency,

JAMBOREE-TAL HOUSING II, L.P., a California limited partnership, as assignor

and

AMISTAD HOUSING PARTNERS II LP, a California limited partnership, as assignee

ASSIGNMENT AND ASSUMPTION AGREEMENT

THIS ASSIGNMENT AND ASSUMPTION AGREEMENT (the "**Assignment**") is made and entered into as of _____, 2024, by and among the ORANGE COUNTY HOUSING AUTHORITY, a public corporation created pursuant to California Health and Safety Code section 34200 et. seq., acting solely as the Housing Successor Agency to the Orange County Development Agency pursuant to California Health and Safety Code section 34176 (the "**County**") JAMBOREE-TAL HOUSING II, L.P., a California limited partnership, as assignor (the "**Assignor**") and AMISTAD HOUSING PARTNERS II LP, a California limited partnership, as assignee (the "**Assignee**"), collectively, the "**Parties.**"

RECITALS

- A. On or about June 11, 2004, Assignor and County (as the Housing Successor Agency to the Orange County Development Agency) entered into that certain LOAN AGREEMENT (the "**Loan Agreement**"), pursuant to which County provided a loan to Assignor in the amount of Seven Hundred Twenty-Eight Thousand One Hundred Seventy-Six Dollars (\$728,176) (the "**Loan**").
- B. The Loan is evidenced by that certain Promissory Note Secured by Deed of Trust, executed by Assignor on or about June 11, 2004 (the "**Note**"), the repayment of which is secured by (i) that certain Deed of Trust, Assignment of Rents, and Security Agreement recorded on June 21, 2004, as Instrument Number 2004000555673 in the Official Records of Orange County (the "**Deed of Trust**") against that certain real property legally described in Exhibit 1 attached hereto and incorporated herein (the "**Property**"), and (ii) that certain Assignment of Lessor's Interest in Leases, Rents and Profits recorded on June 21, 2004, as Instrument No. 2004000555675 in the Official Records of Orange County (the "**Assignment of Leases**").
- C. The Project (as such term is defined in the Loan Agreement) is now transitioning to its next phase and, concurrent with the transition, Assignor will transfer the Property and all of its obligations under the Loan Agreement, Note, Deed of Trust, and Assignment of Leases (collectively, the "**County Loan Documents**") to Assignee, and Assignee will assume Assignor's obligations under the County Loan Documents.
- D. In consideration of the assumption of the obligations under the County Loan Documents, County desires to consent to the transfer of the Property to Assignee in accordance with Section 7.7 of the Loan Agreement.

NOW THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties agree as follows:

Talega II Resyndication
Assignment and Assumption of County Loan Documents

1. Assignment of County Loan Documents. Assignor hereby assigns and delivers to Assignee the County Loan Documents and all of the rights, interests, benefits and privileges of the Assignor thereunder, and Assignee hereby accepts such assignment.

2. Assumption of Obligations. By acceptance of this Assignment, Assignee hereby assumes and agrees to perform and to be bound by all of the terms, covenants, conditions and obligations of Assignor under the County Loan Documents for the benefit of the County.

3. Consent; Release. The County consents to the transfer of the Property from Assignor to Assignee in accordance with Section 7.7 of the Loan Agreement. The County releases and discharges Assignor from any and all obligations, duties and liabilities owed to the County under the Loan Documents and accepts the obligations, duties and liability of Assignee under the Loan Documents in lieu of the obligations, duties and liabilities of Assignor.

4. County Consent to Tax Credit Investor. County hereby approves Candeur Group (the “**Investor**”) as the tax credit investor for the Project.

5. Successors and Assigns. This Assignment shall be binding upon and inure to the benefit of the successors, assigns, personal representatives, heirs and legatees of the respective parties hereto.

6. Counterparts. This Assignment may be executed in two or more counterparts, each of which shall be deemed an original, but all of which taken together shall constitute one and the same instrument.

7. Governing Law. This Assignment shall be governed by, interpreted under, and construed and enforceable with, the laws of the State of California.

-Signatures follow -

ASSIGNOR:

JAMBOREE-TAL HOUSING II, L.P.,
a California limited partnership

By: Jamboree Housing Corporation,
a California nonprofit public benefit
corporation, its General Partner

By: _____
Michael Massie, Chief Development Officer

ASSIGNEE:

AMISTAD HOUSING PARTNERS II LP,
a California limited partnership

By: JHC-Amistad II LLC,
a California limited liability company,
its Managing General Partner

By: Jamboree Housing Corporation,
a California non-profit
public benefit corporation,
its sole Member and Manager

By: _____
Name: Michael Massie
Title: Chief Development Officer

COUNTY:

ORANGE COUNTY HOUSING AUTHORITY,
Acting as the Housing Successor Agency to the
Orange County Development Agency

By: _____
Julia Bidwell, Executive Director,
Orange County Housing Authority

APPROVED AS TO FORM
COUNTY COUNSEL
ORANGE COUNTY, CALIFORNIA

DocuSigned by:
By *Jacqueline Guzman*
Deputy
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Dated _____ 5/7/2024

**EXHIBIT 1
LEGAL DESCRIPTION**

Real property in the City of San Clemente, County of Orange, State of California, described as follows:

LOT 2 OF TRACT NO. 13898, AS SHOWN ON A MAP FILED IN BOOK 817, PAGES 36 TO 40 INCLUSIVE OF MISCELLANEOUS MAPS, RECORDS OF ORANGE COUNTY, CALIFORNIA.

EXCEPTING THEREFROM ALL WATER AND WATER RIGHTS, IF ANY, INCLUDED WITHIN AND UNDERLYING THE DISTINCTIVE BORDER OF THIS TRACT MAP AS DEDICATED TO THE SANTA MARGARITA WATER DISTRICT ON THE MAP OF SAID TRACT.

ALSO EXCEPTING THEREFROM ANY AND ALL UNPROCESSED OIL, OIL RIGHTS, MINERALS, MINERAL RIGHTS, NATURAL GAS RIGHTS AND OTHER HYDROCARBONS BY WHATSOEVER NAME KNOWN, GEOTHERMAL STEAM AND ALL PRODUCTS DERIVED FROM ANY OF THE FOREGOING, THAT MAY BE WITHIN OR UNDER THE PROPERTY, TOGETHER WITH THE PERPETUAL RIGHT OF DRILLING, MINING, EXPLORING, AND OPERATING THEREFOR AND STORING IN AND REMOVING THE SAME FROM THE PROPERTY OR ANY OTHER LAND AS DESCRIBED THEREIN, BUT WITHOUT THE RIGHT TO ENTER UPON OR USE THE SURFACE OF THE PROPERTY TO DRILL, MINE, STORE, EXPLORE, OR OPERATE THROUGH THE SURFACE OR THE UPPER 500 FEET OF THE SUBSURFACE OF THE PROPERTY, RECORDED JUNE 28, 2002 AS INSTRUMENT NO. 20020548428.

APN: 701-041-38