

RECORDING REQUESTED BY AND
WHEN RECORDED RETURN TO:

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

COUNTY OF ORANGE,
A political subdivision of the State of California,

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

and

AMISTAD HOUSING PARTNERS I 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 COUNTY OF ORANGE, a political subdivision of the State of California (the "**County**") JAMBOREE-TAL HOUSING, L.P., a California limited partnership, as assignor (the "**Assignor**") and AMISTAD HOUSING PARTNERS I LP, a California limited partnership, as assignee (the "**Assignee**"), collectively, the "**Parties**."

RECITALS

- A. On or about November 24, 2003, Assignor and County entered into that certain LOAN AGREEMENT (the "**Loan Agreement**"), pursuant to which County provided a loan to Assignor in the amount of Five Hundred Thousand Dollars (\$500,000) (the "**Loan**").
- B. The Loan is evidenced by that certain Promissory Note Secured by Deed of Trust, executed by Assignor on or about November 24, 2003 (the "**Note**"), the repayment of which is secured by (i) that certain Deed of Trust, Assignment of Rents, and Security Agreement recorded on December 10, 2003, as Instrument Number 2003001466420 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 Lessors Interest in Leases, Rents and Profits recorded on December 10, 2003, as Instrument No. 2003001466416 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:

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.

Talega I Resyndication
Assignment and Assumption of County Loan Documents

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, 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 I LP,
a California limited partnership

By: JHC-Amistad 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:

COUNTY OF ORANGE,
a political subdivision of the State of California

By: _____
Julia Bidwell, Director, Director
OC Community Resources,
OC Housing and Community Development

APPROVED AS TO FORM
COUNTY COUNSEL
ORANGE COUNTY, CALIFORNIA

By  _____
Deputy 5B806A2EB4F3...

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 1 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 OIL, GAS, AND MINERAL RIGHTS, AS RESERVED BY TALEGA ASSOCIATES, L.L.C., A DELAWARE LIMITED LIABILITY COMPANY, RECORDED AUGUST 8, 2000 AS INSTRUMENT NO. 20000414218 OF OFFICIAL RECORDS.

ALSO EXCEPTING THEREFROM ALL OIL, OIL RIGHTS, MINERALS, MINERAL RIGHTS, NATURAL GAS, 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 PARCEL OF LAND HEREINABOVE DESCRIBED, TOGETHER WITH THE PERPETUAL RIGHT OF DRILLING, MINING, EXPLORING AND OPERATING THEREFOR, AND STORING IN AND REMOVING THE SAME FROM SAID LAND OR ANY OTHER LAND, INCLUDING THE RIGHT TO WHIPSTOCK OR DIRECTIONALLY DRILL AND MINE FROM LANDS OTHER THAN THOSE HEREINABOVE DESCRIBED, OIL OR GAS WELLS, TUNNELS AND SHAFTS INTO, THROUGH OR ACROSS THE SUBSURFACE OF THE LAND HEREINABOVE DESCRIBED, AND TO BOTTOM SUCH WHIPSTOCKED OR DIRECTIONALLY DRILLED WELLS, TUNNELS AND SHAFTS UNDER AND BENEATH OR BEYOND THE EXTERIOR LIMITS THEREOF, AND TO REDRILL, RETUNNEL, EQUIP, MAINTAIN, REPAIR, DEEPEN AND OPERATE ANY SUCH WELLS OR MINES, WITHOUT, HOWEVER, THE RIGHT TO DRILL, MINE, STORE, EXPLORE AND OPERATE THROUGH THE SURFACE OR THE UPPER 500 FEET OF THE SUBSURFACE OF THE LAND HEREINABOVE DESCRIBED, AS RESERVED BY TALEGA ASSOCIATES, LLC, IN THE DEED RECORDED AUGUST 01, 2001 AS INSTRUMENT NO. 20010525823 OF OFFICIAL RECORDS.

ALSO EXCEPTING THEREFROM ALL WATER AND WATER RIGHTS, IF ANY, INCLUDING WITHIN AND UNDERLYING SAID LAND, AS RESERVED IN THE SAME DEED.

APN: 701-041-39