

ASSIGNMENT OF AGREEMENTS

Dated [], 2020

FOR VALUE RECEIVED and subject to the rights of Senior Lenders, the undersigned, Monroe Street Housing Partners, L.P., a California limited partnership (the “**Borrower**”), assigns to the CITY OF SANTA CLARA (the “**City**”), all of its right, title and interest in and to:

1. All environmental, architectural, design, engineering and development agreements, and any and all amendments, modifications, supplements, addenda and general conditions thereto (collectively, “**Architectural Agreements**”); and
2. All reports, studies, plans and specifications, shop drawings, working drawings, amendments, modifications, changes, supplements, general conditions and addenda thereto (collectively “**Plans and Specifications**”)

heretofore or hereafter into or prepared by any architect, engineer or other person or entity (collectively the “**Architect**”), for or on behalf of Borrower in connection with the construction of the Project on certain real property legally described in Exhibit A attached hereto and incorporated herein by this reference (collectively, “**Property**”). The Plans and Specifications, as of the date hereof, are those which Borrower has heretofore, or will hereafter deliver to City. The Architectural Agreements include, but are not limited to, the architectural contract between Borrower and HKIT Architects.

Subject to the rights of Senior Lenders, this ASSIGNMENT OF AGREEMENTS (“**Assignment**”) constitutes a present and absolute assignment to City effective as of the date that the City Loan closes (the “**Effective Date**”); provided, however, City confers upon Borrower the right to enforce the terms of the Architectural Agreements and Borrower’s rights to the Plans and Specifications so long as no event of default has occurred and is continuing after expiration of all applicable notice and cure periods under the Loan Agreement of even date herewith, between City and Borrower (the “**City Loan Agreement**”), as well as any future amendments and implementation agreements between Borrower and City which refer to this Assignment. Capitalized terms not otherwise defined herein shall have the meaning set forth in the City Loan Agreement. Upon the occurrence of an event of default and expiration of all applicable cure periods under the City Loan Agreement, City may, in its sole discretion, give notice to Architect of its intent to enforce the rights of Borrower under the Architect Agreements and of its rights to the Plans and Specifications and may initiate or participate in any legal proceedings respecting the enforcement of said rights. Borrower acknowledges that by accepting this Assignment, City does not assume any of Borrower’s obligations under the Architectural Agreements or with respect to the Plans and Specifications.

Borrower represents and warrants to City, as of the Effective Date, that: (a) all Architectural Agreements entered into by Borrower are in full force and effect and are enforceable in accordance with their terms and no default, or event which would constitute a default after notice or the passage of time, or both, exists with respect to said Architectural Agreements; (b) all copies of the Architectural Agreements and Plans and Specifications delivered to City are complete and correct; and (c) except for assignments to the Senior Lender

Borrower has not assigned any of its rights under the Architectural Agreements or with respect to the Plans and Specifications.

Borrower agrees: (a) to pay and perform all obligations of Borrower under the Architectural Agreements; (b) to enforce the payment and performance of all obligations of any other person or entity under the Architectural Agreements; (c) not to materially modify the existing Architectural Agreements nor to enter into any future Architectural Agreements without City's prior written consent; and (d) except for assignments to the Senior Lender, not to further assign, for security or any other purposes, its rights under the Architectural Agreements or with respect to the Plans and Specifications without City's prior written consent.

This Assignment secures performance by Borrower of all obligations of Borrower under the City Loan Documents.

This Assignment shall be governed by the internal laws of the State of California, except to the extent that federal laws preempt the laws of the State of California, and Borrower consents to the jurisdiction of the Superior Court of the County of Santa Clara, State of California having proper venue for the filing and maintenance of any action arising hereunder and agrees that the prevailing party in any such action shall be entitled, in addition to any other recovery, to reasonable attorney's fees and costs.

This Assignment shall be binding upon and inure to the benefit of the heirs, legal representatives, assigns, and successors-in-interest of Borrower and City; provided, however, this shall not be construed and is not intended to waive any restrictions on assignment, sale, transfer, mortgage, pledge, hypothecation or encumbrance by Borrower contained in the City Loan Agreement.

The attached Architect's Consent, Schedule 1, and Exhibit A are incorporated by reference.

The Effective Date of this Assignment shall be the date it is executed by the Borrower.

[Signatures appear on following pages.]

IN WITNESS WHEREOF, Borrower has executed this Agreement as of the date and year first above written.

BORROWER:

Monroe Street Housing Partners, L.P.,
a California limited partnership

By: Housing Choices Coalition For Persons With Developmental Disabilities, Inc.,
a California nonprofit public benefit corporation,
its managing general partner

By: _____
Name: _____
Title: _____

By: Freebird Development Company, LLC,
a California limited liability company,
its administrative general partner

By: _____
Robin Zimble, Manager

ARCHITECT'S CONSENT

The undersigned architect ("Architect") hereby consents to the foregoing Assignment to which this Architect's Consent ("Consent") is part, and acknowledges that there presently exists no unpaid claims due to the Architect except as set forth on Schedule 1 attached hereto, arising out of the preparation and delivery of the Plans and Specifications to Borrower and/or the performance of the Architect's obligations under the Assignment.

Architect agrees that if, at any time, City shall become the owner of said Property, or, pursuant to its rights under the City Loan Agreement, elects to undertake or cause the completion of construction of the Project on any portion of the Property, in accordance with the Plans and Specifications, and gives Architect written notice of such election; then, so long as Architect has received, receives or continues to receive the compensation called for under the Architectural Agreements, City may, at its option, use and rely on the Plans and Specifications for the purposes for which they were prepared, and Architect will continue to perform its obligations under the Agreements for the benefit and account of City in the same manner as if performed for the benefit or account of Borrower in the absence of the Assignment.

Architect further agrees that, in the event of a breach by Borrower of the Architectural Agreements, or any agreement entered into with Architect in connection with the Plans and Specifications, so long as Borrower's interest in the Architectural Agreements and Plans and Specifications is assigned to City, Architect will give written notice to City of such breach at the address shown below. City shall have thirty (30) days from the receipt of such written notice of default to remedy or cure said default. Nothing herein shall require City to cure said default or to undertake completion of construction of the Project.

[Remainder of this page left intentionally blank.]

Except for an assignment to the Senior Lender, Architect warrants and represents that it has no knowledge of any prior assignment(s) of any interest in either the Plans and Specifications and/or the Architectural Agreements. Except as otherwise defined herein, the terms used herein shall have the meanings given them in the Assignment.

“ARCHITECT”

HKIT Architects, a California corporation

By: _____
Name: _____
Title: _____

City's Address:

CITY OF SANTA CLARA
1500 Warburton Avenue
Santa Clara, California 95050

SCHEDULE 1

SCHEDULE OF UNPAID CLAIMS

Schedule 1 to the Assignment of Agreements between Monroe Street Housing Partners, L.P., as the Borrower, and the CITY OF SANTA CLARA, as City.

UNLESS LIST OF UNPAID CLAIMS IS OTHERWISE ATTACHED BEHIND THIS PAGE,
NO UNPAID CLAIMS EXIST AS OF [], 2020.

EXHIBIT A

LEGAL DESCRIPTION

Exhibit A to the Assignment of Agreements between Monroe Street Housing Partners, L.P., as the Borrower, and the CITY OF SANTA CLARA, as City.

A leasehold estate in that certain Real Property in the City of Santa Clara, County of Santa Clara, State of California, described as follows:

[To be inserted.]