RESOLUTION AUTHORIZING LA CIENEGA LOMOD, INC., IN ITS CAPACITY AS THE MANAGING GENERAL PARTNER OF ALISO VILLAGE II HOUSING PARTNERS, L.P. (“AVHP II PARTNERSHIP”), TO HAVE THE AVHP II PARTNERSHIP ENTER INTO A REDEMPTION AGREEMENT WITH RELATED/ALISO DEVELOPMENT CO., LLC AND AN ASSIGNMENT OF DISTRIBUTION AGREEMENT WITH HACLA PDS LLC; EXECUTE DOCUMENTS REQUIRED FOR THE INTERIM TRANSFER OF THE MIXED-FINANCE PROJECT TO HACLA PDS LLC; AND UNDERTAKE VARIOUS ACTIONS IN CONNECTION THEREWITH TO FURTHER THE REFINANCING AND REHABILITATION OF PUEBLO DEL SOL II

Purpose:
To authorize La Cienega LOMOD, Inc. (the “La Cienega”) in its capacity as managing general partner of Aliso Village II Housing Partners, L.P. (the “AVHP II Partnership”) by and through the President and other Designated Officers to: enter into a Redemption Agreement with Related/Aliso Development Co., LLC, its administrative general partner (the “AGP”), an assignment of distribution agreement with HACLA PDS LLC, a California limited liability company of which the Housing Authority of the City of Los Angeles (“HACLA”) is the sole member and manager (“HACLA PDS LLC”), execute all documents required for the interim transfer of the mixed finance project to HACLA PDS LLC and any other related documents and agreements and authorize the Designated Officers to negotiate such changes as necessary in the attached draft documents, all as approved by in-house legal counsel and outside legal counsel, all in furtherance of the refinancing and resyndication of Pueblo del Sol II (the “Project”).

Regarding:
On August 22, 2019, the Board of Directors (“Board”) of La Cienega by Resolution No. 2019-01, authorized the execution of agreements for the purchase of a limited partnership interest in the AVHP II Partnership, the current owner of Pueblo Del Sol Apartments, Phase II. On October 31, 2019, the Board, by Resolution 2019-02, authorized La Cienega, as managing general partner of the AVHP II Partnership, to enter a Redemption Agreement with Related/Aliso Development Co., LLC, its administrative general partner (the “AGP”) and a distribution agreement with HACLA. HACLA has now resolved to act through HACLA PDS LLC, an affiliate of HACLA.
Issues: Pueblo Del Sol was originally developed by Related California and McCormack Baron & Associates, Inc., on a 34.3-acre former public housing site, known as Aliso Village Public Housing Community. Pueblo Del Sol Phase II (the “Project” or “PDS-II”) comprises one of two rental phases of the redevelopment (the “Redevelopment”). The Project is comprised of 176 units and has completed its 15-year tax credit compliance period. HACLA purchased the limited partner interest in the Project in November 2019 and currently serves as the sole limited partner of the AVHP II Partnership.

All deal terms and documents have been negotiated and the current structure proposes that AVHP II Partnership assign its Project documents and authorize the transfer of the Project to HACLA PDS LLC (the “Interim Transfer”). HACLA PDS LLC will then sell the Project to Pueblo del Sol II Housing Partners, L.P. (“PDS II Partnership”), of which LOMOD PDS LLC, a single asset entity comprising La Cienega LOMOD, Inc. as the sole member is the Managing General Partner (“MGP”), to implement the anticipated resyndication and other financing of the Project (the “Financial Closing”).

Deal Structure
In order to ensure that La Cienega does not need to disaffiliate, to ensure HACLA receives 100% of sales proceeds, and to account for tax structuring prior to the Financial Closing, the AVHP II Partnership, which includes HACLA as the substitute limited partner, will distribute the rights, title, and interest in the improvements on the property to HACLA PDS LLC pursuant to a distribution agreement. Just prior to this, the Related CA-affiliated entity that is the for-profit administrative general partner will exit the AVHP II Partnership under a redemption agreement in order for the transfer of the Project to the PDS II Partnership to qualify for acquisition tax credits. After a short duration of less than one week, at the Financial Closing, HACLA PDS LLC will sell the improvements to the PDS II Partnership at the appraised price. Simultaneously with this conveyance of the improvements to the PDS II Partnership, the assigned ground lease between HACLA PDS LLC and HACLA will be terminated, and HACLA will enter into a new ground lease with PDS II Partnership.

The AVHP II Partnership is structured with La Cienega acting as the managing general partner, a Related entity acting as the administrative general partner, and HACLA acting as the substitute limited partner. Currently, the ownership interests of the AVHP II Partnership are as follows, the La Cienega has a 0.005% interest in the AVHP II Partnership, the Related entity has a 0.005% interest in the AVHP II Partnership, and HACLA has a 99.99% interest in the AVHP II Partnership.
Mixed Finance Documents
Development of the Project was partially financed with HOPE VI funds and syndicated in a mixed finance transaction in 2002 involving the execution of a mixed finance amendment to consolidated annual contributions contract, a declaration of trust and partial release of declaration of trust, an amended and restated ground lease, a memorandum of ground lease, a regulatory and operating agreement, AFR loan documents, zero interest loan documents, and a CTCAC regulatory agreement (the “Mixed Finance Documents”). Due to the timing of the recordation of a subdivision map and other factors, the legal description attached to the Mixed Finance Documents no longer completely describes the real property underlying the Project.

As part of the interim transfer, the AVHP II Partnership will assign the Mixed Finance Documents to HACLA PDS LLC pursuant to an amendment to Mixed Finance Amendment to Annual Contributions Contract executed by the Authority and HUD. As part of the interim transfer, the AVHP Partnership will also execute a grant deed to HACLA PDS LLC for the improvements, and will assign to HACLA PDS LLC all documents related to the Project, including but not limited to the ground lease (with a technical amendment to update the real property description), tenant leases and all contracts associated with the Project.

After the Interim Transfer and Financial Closing, La Cienega will work with Related CA to dissolve the AVHP II Partnership which will have transferred its asset, the Project, and will have served its purpose as original owner of the mixed-finance project.

Key documents for the Interim Transfer are listed in the key document chart attached to this Board Report as Attachment 2.

Funding: The Chief Administrative Officer and La Cienega Treasurer confirms the following:

Source of Funds: No additional funding will be provided by La Cienega or AVHP II Partnership in connection with the Interim Transfer except for the cost of property and liability insurance for less than one week before the Financial Closing, closing costs and possible transfer tax upon the transfer of the Project from AVHP II to HACLA PDS LLC. While staff will engage with the title company and the assessor further on this issue for transfer tax exemption, an amount should be budgeted as a contingent cost of approximately $80,000. Funds are available from uncommitted Rent Subsidy proceeds.

Budget and Program Impact: The necessary funds to pay for these expenses will be made available and included in the corresponding budget year for FY2021.
CEQA: N/A
NEPA: N/A
Section 3: N/A

Attachments:
1. Resolution
2. Summary of Key Transaction Documents
3. Draft Transaction documents
   a. Distribution Agreement/Assignment of] Distribution Agreement (AVHP II to HACLA PDS LLC)
   b. Amendment to Mixed Finance Amendment to Consolidated Annual Contributions Contract (HACLA w/HUD)
   c. Redemption Agreement (AVHP II w/ Related entity)
ATTACHMENT 1

RESOLUTION
RESOLUTION NO.________________

RESOLUTION AUTHORIZING LA CIENEGA LOMOD, INC., IN ITS CAPACITY AS THE MANAGING GENERAL PARTNER OF ALISO VILLAGE II HOUSING PARTNERS, L.P. (“AVHP II PARTNERSHIP”), TO HAVE THE AVHP II PARTNERSHIP ENTER INTO A REDEMPTION AGREEMENT WITH RELATED/ALISO DEVELOPMENT CO., LLC AND AN ASSIGNMENT OF DISTRIBUTION AGREEMENT WITH HACLA PDS LLC; EXECUTE DOCUMENTS REQUIRED FOR THE INTERIM TRANSFER OF THE MIXED-FINANCE PROJECT TO HACLA PDS LLC; AND UNDERTAKE VARIOUS ACTIONS IN CONNECTION THEREWITH TO FURTHER THE REFINANCING AND REHABILITATION OF PUEBLO DEL SOL II

WHEREAS, La Cienega LOMOD, Inc. (“La Cienega”) is an instrumentality of the Housing Authority of the City of Los Angeles (“HACLA”) and is a nonprofit public benefit corporation duly created, established and authorized to transact business and exercise powers under and pursuant to the provisions of the Nonprofit Public Benefit Corporation Law, consisting of Part 2 of Division 2 of Title 1 of the California Corporations Code (the “Act”);

WHEREAS, the Act authorizes La Cienega to make and execute contracts and other instruments necessary or convenient for the exercise of its powers;

WHEREAS, La Cienega is the managing general partner of Aliso Village II Housing Partners, L.P., a California limited liability company (the "AVHP II Partnership"),

WHEREAS, the Board of Directors (“Board”), as stated herein, is authorizing actions on behalf of La Cienega as the managing general partner of the AVHP II Partnership, and deems such action to be in the best interest of the AVHP II Partnership;

WHEREAS, Pueblo Del Sol Apartments Phase II (the “Project”) part of a public housing redevelopment project developed on a 34.3-acre site formerly known as Aliso Village Public Housing Community, located in the Boyle Heights neighborhood east of downtown Los Angeles;

WHEREAS, it is anticipated that the Project will be re-syndicated, rehabilitated, and converted through the Rental Assistance Demonstration Program (“RAD Program”) administered by the U.S. Department of Housing and Urban Development (“HUD”), with close of escrow on the Project (the “the Financial Closing”) expected to occur shortly;

WHEREAS, HACLA is the fee owner of the real property underlying the Project (the “Property”), and the AVHP II Partnership is the owner of a leasehold interest in the Property and a fee interest in the improvements on the Property (the “Improvements”);

WHEREAS, the AVHP II Partnership desires to enter into a redemption agreement with Related/Aliso II Development Co., LLC, the administrative general partner of the AVHP II
Partnership, pursuant to which the administrative general partner of the AVHP II Partnership will exit the AVHP II Partnership (the “Redemption Agreement”);  

WHEREAS, the AVHP II Partnership previously entered into a distribution agreement pursuant to which the AVHP II Partnership agreed to convey a leasehold interest in the Property and a fee interest in the Improvements to HACLA, which agreement AVHP II and HACLA desire to assign to HACLA PDS LLC (the "HACLA LLC"), a California limited liability company of which HACLA is the sole member (the “Assignment of Distribution Agreement”);  

WHEREAS, pursuant to the Assignment of Distribution Agreement, the HACLA LLC will acquire the Project for a brief interim period (the “Interim Transfer”), which is anticipated to occur shortly before the Financial Closing;  

WHEREAS, development of the Project was partially financed with HOPE VI funds and syndicated in a mixed finance transaction in 2002 involving the execution of a mixed finance amendment to a consolidated annual contributions contract, a declaration of trust and partial release of declaration of trust, ground lease, a memorandum of ground lease, a regulatory and operating agreement, AFR loan documents, and zero interest loan documents (collectively, the “Mixed Finance Documents”);  

WHEREAS, the AVHP II Partnership desires also to enter into any and all conveyance documents necessary to convey to the HACLA LLC a leasehold interest in the Property and fee interest in the Improvements at the Interim Transfer, and enter into any and all agreements necessary to assign to the HACLA LLC all rights, interests, and obligations related to the Project, including but not limited to a grant deed, an amendment to mixed finance amendment to a consolidated annual contributions contract, and assignments, assumptions, and/or amendments of declaration of trust and partial release of declaration of trust, ground lease, memorandum of ground lease, regulatory and operating agreement, AFR loan documents, zero interest loan documents, TCAC regulatory agreement, and project documents such as the management contract, management plan, services agreements, and tenant leases (collectively, the “Interim Transfer Documents”);  

WHEREAS, after the transfer of the Project from the AVHP II Partnership to HACLA LLC and the subsequent transfer to Pueblo del Sol II Housing Partners, L.P. upon the conclusion of the Financial Closing, La Cienega, as the managing general partner of the AVHP II Partnership, with the assistance of The Related Companies of California as the sole member of the former administrative general partner, will wind up and dissolve the AVHP II Partnership, whose purpose as owner of the Project as a mixed-finance project shall have been completed; and  

WHEREAS, the AVHP II Partnership desires to execute any and all documents as may be necessary to complete such dissolution (the “AVHP II Dissolution Documents”).
NOW, THEREFORE, BE IT RESOLVED that the Board hereby authorizes each Designated Officer, as specified below to execute the Redemption Agreement, the Assignment of Distribution Agreement, the Interim Transfer Documents, and the AVHP II Dissolution Documents, and to execute such other documents and take such other actions as may be contemplated in this Resolution, including but not limited to any additional agreements, documents, instruments or amendments, as approved by legal counsel, and authorizes any Designated Officer or his/her designee to execute such other documents and take any and all other such actions as may be contemplated by this Resolution or any previous resolution of the AVHP II Partnership, as approved by legal counsel, as such Designated Officer may deem necessary or appropriate, and to address any issues arising with respect to the foregoing subsequent to the Financial Closing.

BE IT FURTHER RESOLVED that all actions taken by the Designated Officers and the other officers and agents of La Cienega with respect to the foregoing are hereby approved, confirmed and ratified.

BE IT FURTHER RESOLVED that the “Designated Officers” of La Cienega referred to herein are as follows:

<table>
<thead>
<tr>
<th>Name</th>
<th>Title</th>
</tr>
</thead>
<tbody>
<tr>
<td>Tina Smith-Booth</td>
<td>President</td>
</tr>
<tr>
<td>Lisette Belon</td>
<td>Secretary</td>
</tr>
<tr>
<td>Patricia Kataura</td>
<td>Treasurer</td>
</tr>
</tbody>
</table>

BE IT FURTHER RESOLVED that this Resolution shall take effect immediately.

LA CIENEGA LOMOD, INC.

By: ___________________________
    Cielo Castro, Acting Chair

APPROVED AS TO FORM:

BY: ___________________________
    General Counsel
    James Johnson

DATE ADOPTED: __________________
CERTIFICATE OF SECRETARY

I, the undersigned, hereby certify that the foregoing is a true copy of the Resolution adopted by the Board of Directors of the above mentioned La Cienega LOMOD, Inc. Corporation at a meeting of said Board held on the aforementioned date, and that said Resolution is in full force and effect.

Dated: April 22, 2021

[Signature], Secretary
ATTACHMENT 2

SUMMARY OF KEY TRANSACTION DOCUMENTS
<table>
<thead>
<tr>
<th>TAB</th>
<th>DOCUMENT/ITEM</th>
<th>SIGNATORIES</th>
<th>RECORDABLE</th>
<th>DESCRIPTION</th>
</tr>
</thead>
<tbody>
<tr>
<td>1.</td>
<td>Redemption Agreement</td>
<td>Aliso Village II Housing Partners, Related/Aliso Development Co., LLC</td>
<td>No</td>
<td>This Agreement provides for AVHP II to purchase the administrative general partner interest of Related/Aliso LLC for a nominal amount prior to distributing the project to HACLA PDS LLC. This is to help ensure that the project qualifies for acquisition tax credits.</td>
</tr>
<tr>
<td>2.</td>
<td>Distribution Agreement/Assignment of Distribution Agreement</td>
<td>HACLA, HACLA PDS LLC (signatories to the Assignment)</td>
<td>No</td>
<td>The Distribution Agreement was previously authorized and executed by HACLA and AVHP II in September 2020 to meet TCAC requirements. The Assignment assigns the Distribution Agreement from HACLA to HACLA PDS LLC. It is pursuant to this document that AVHP II Partnership will execute a grant deed to HACLA PDS LLC for the improvements and assign the existing ground lease, TCAC regulatory agreement, and other documents pertaining to the project.</td>
</tr>
<tr>
<td>3.</td>
<td>Grant Deed</td>
<td>Aliso Village II Housing Partners, L.P.</td>
<td>Yes</td>
<td>Conveyance document through which AVHP II Partnership conveys to HACLA PDS LLC a fee interest in the improvements on the property</td>
</tr>
<tr>
<td>4.</td>
<td>Assignments, Assumptions, and/or Amendments</td>
<td>Varies by document, and includes HACLA, HACLA PDS LLC, HUD, Aliso Village II Housing Partners, L.P., Pueblo del Sol II Housing Partners, L.P., TCAC, McCormack Baron Management Inc., and Housing Promise Corporation</td>
<td>Varies by document</td>
<td>In the Interim Transfer, AVHP II Partnership will assign a number of project related documents to HACLA PDS LLC, and HACLA PDS LLC will assume these documents. Some of these documents will be consented to by HACLA. This assignment and assumption is accomplished by execution of assignments, assumptions, and/or amendments of declaration of trust and partial release of prior declaration of trust, regulatory and operating agreement, ground lease and memorandum of lease, AFR loan documents, zero interest loan documents, TCAC regulatory agreement, and solar easement agreement. AVHP II Partnership will also assign to HACLA PDS LLC a number of project documents such as the management contract,</td>
</tr>
<tr>
<td></td>
<td></td>
<td>management plan, services agreements, and tenant leases.</td>
<td></td>
<td></td>
</tr>
<tr>
<td>---------------------------</td>
<td>---------------------------</td>
<td>----------------------------------------------------------</td>
<td></td>
<td></td>
</tr>
</tbody>
</table>
ATTACHMENT 3

DRAFT TRANSACTION DOCUMENTS
This Distribution Agreement (this “Agreement”) is made and entered into as of September 21, 2020, by and between ALISO VILLAGE II HOUSING PARTNERS, L.P., a California limited partnership (the “Partnership”), and HOUSING AUTHORITY OF THE CITY OF LOS ANGELES, a public body corporate and politic (“HACLA” and together with the Partnership, the “Parties”), with reference to the following recitals of fact:

RECITALS

A. Pursuant to that certain Agreement for Purchase of Limited Partnership Interest and Other Assets dated as of September 18, 2019, HACLA, as of November 14, 2019 acquired a 99.99% limited partner interest in and became the sole limited partner of the Partnership;

B. Pursuant to a Redemption Agreement to be executed between the Partnership and Related/Aliso II Development Co., LLC, as administrative general partner (the “AGP”) prior to the Distribution (as defined below), the Partnership intends to redeem the general partner interest of the AGP, upon which La Cienega LOMOD, Inc., the managing general partner of the Partnership, shall become the sole general partner of the Partnership;

C. HACLA owns the fee interest in the land (the “Land”) underlying the mixed-finance housing development known as Pueblo del Sol Phase II, and is the ground lessor under a ground lease to the Partnership (the “Ground Lease”);

D. Subject to the Ground Lease, the Partnership owns a leasehold interest in the Land and a fee interest in the improvements located in Pueblo del Sol Phase II, which leasehold interest and improvements are more fully described in EXHIBIT A attached hereto and incorporated herein by reference (collectively, the “Apartment Development”);

E. The Partnership desires to distribute (the “Distribution”) all of the following property to HACLA (or to an affiliate controlled solely by HACLA, if required) (collectively, the “Property”):

i. Partnership’s right, title and interest in the ground leasehold estate in the Land pursuant to the Ground Lease and any right, title and interest in any sublease of adjacent land as described in the DDA, as defined below (the “Sublease”), as applicable;

ii. all right, title and interest of Partnership in and to all buildings, structures, parking areas, sidewalks, landscaping and other improvements located on the Land (collectively, the “Improvements”);

iii. all right, title and interest of Partnership in and to all furniture, fixtures, equipment, machinery, building materials, supplies, inventory and other tangible property owned by Partnership and located on the Land (collectively, “Personalty”);

iv. all right, title, interest and estate of Partnership in, to and under all leases and rental agreements permitting occupancy or use of any apartment unit or other space in the Improvements (collectively, “Leases”), including unapplied refundable security deposits plus any interest earned thereon to the extent required to be maintained by applicable law; all
guaranties of Leases, if any; and all rents due under Leases (collectively, “Rents”) allocable to the period after the Distribution Close of Escrow;

v. all right, title and interest of Partnership in and to (a) all transferable permits, licenses, approvals, utility rights, development rights and similar rights related to the Property, if any, whether granted by governmental authorities or private persons, (b) all telephone numbers now serving the Apartment Development, (c) all assignable warranties and guaranties covering all or any part of the Property, (d) the name “Aliso Village,” and "Pueblo del Sol" (collectively, the “Intangibles”), and (e) all Service Contracts, as defined below;

vi. all agreements, documents and recorded restrictions executed with or subject to the approval of the U.S. Department of Housing and Urban Development ("HUD Documents");

vii. the Regulatory Agreement with the California Tax Credit Allocation Committee (the "TCAC Agreement"), the Low-Income Housing Tax Credit Application, the Tax Exempt Reservation Letter, and the initial Internal Revenue Service Form 8609 for each building in the Apartment Development (collectively, the “Tax Credit Documents”); and

viii. all tenant files and other tenant records for any period from and after the placed in service date of the Apartment Development (the “Tenant Records”, and collectively with the Tax Credit Documents, the “Records”).

ix. As used herein, “Service Contracts” means all contracts to which Partnership is a party relating to the operation, maintenance or management of the Property, including any agreements for electric, gas, telephone, cable television, security alarm monitoring, sewer, trash collection or similar services, supply contracts, leasing brokerage agreements, and insurance which the Partnership and HACLA shall have agreed will be assigned to HACLA under this Agreement.

F. The transfer of the Property contemplated by this Agreement is referred to in this Agreement as the “Transaction.”

NOW, THEREFORE, with respect to the foregoing recitals, the mutual covenants and agreements contained herein, and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Parties hereto agree as follows:

AGREEMENT

1. Incorporation of Recitals. The foregoing recitals shall be a part of this Agreement and are hereby fully incorporated herein.

2. Distribution Date. The "Distribution Date" shall mean the date upon which the Distribution occurs after the fulfillment or waiver of the Distribution Conditions, as defined below.

3. Mutual Conditions Precedent to Distribution: The following are conditions precedent to the obligations of both Parties to effectuate the Distribution (collectively, the "Distribution Conditions"):
(a) The written approval of HUD, the Authority and Aliso Village Housing Corporation, as parties to the financing and regulatory documents recorded against the Project, TCAC, and if applicable, LAUSD (collectively, the "Approvals") shall have been obtained; and

(b) The Redemption of the AGP partnership interest shall have occurred under the Redemption Agreement and the Partnership shall have filed an LP-2 with the California Secretary of State.

(c) All conditions to Closing (as defined in the DDA) set forth in Article 3 of that certain Disposition and Development Agreement dated November 13, 2019 executed by the Authority and Pueblo del Sol II Housing Partners, L.P. (the "DDA") shall have been satisfied or waived in writing, except for the deposit into escrow of funds required for the Closing and the recordation of documents to be recorded upon the Closing.

The conditions set forth in this Section 3 shall be satisfied by the Distribution Date or such other dates as may be agreed upon by the Parties, unless both Parties waive the condition in writing. In the event a Distribution Condition does not occur by such date, then the Partnership or HACLA may terminate this Agreement upon written notice to the other party without further liability under this Agreement.

4. Conditions to HACLA Obligation to Accept Distribution. In addition to the foregoing mutual conditions precedent to the Distribution, the following are conditions precedent to HACLA’s obligation to accept the Distribution of the Property and close escrow thereon:

(a) Property Condition. There shall have been no material adverse change in the condition of the Property or discovery of a physical condition that would materially adversely interfere with the purpose of the Distribution.

(b) Title Insurance. The Title Company, as defined below, is prepared to issue to HACLA all title insurance reasonably required by HACLA.

(c) Insurance. HACLA, or its affiliate if required, shall have a commitment for such property, liability or other insurance as it may reasonably require as owner of the Apartment Development.

The conditions set forth in this Section 4 shall be satisfied by the Distribution Date or such other dates as may be agreed upon by the Parties, unless HACLA waives the condition in writing. In the event a Distribution Condition does not occur by such date, then may terminate this Agreement upon written notice to the Partnership without further liability under this Agreement.

5. Property Distribution. On the Distribution Date and subject to the Distribution Conditions, the Partnership desires to distribute the Property to HACLA, and HACLA desires to accept the Property. The distribution of the Property will be completed through an escrow ("Escrow") to be opened with Fidelity National Title Insurance Company ("Title Company" or "Escrow Agent").

(a) Partnership Deliveries. Partnership will deposit with the Escrow Agent the following items (collectively, the "Partnership Documents"): 
(i) an assignment and assumption of lease, conveying to HACLA, or affiliate, if required, a ground leasehold estate in the Land pursuant to the Ground Lease and in any adjacent sublease;

(ii) a grant deed, executed and acknowledged by Partnership, conveying to HACLA fee simple title to the Improvements;

(iii) a bill of sale, executed by Partnership, conveying the Personalty to HACLA free of any liens or encumbrances;

(iv) an assignment of leases and rents, executed and acknowledged by Partnership, conveying to HACLA all right, title, interest and estate of Partnership in, to and under all Leases and all Rents;

(v) an assignment, executed by Partnership, conveying to HACLA all right, title and interest of Partnership in, to and under the Intangibles and Service Contracts (the "Assignment of Service Contracts");

(vi) such documents as may be required by HUD in connection with the HUD Documents and/or the Approvals;

(vii) an executed and acknowledged assignment and assumption agreement approved by TCAC that assigns the TCAC Agreement;

(viii) an affidavit, dated the date of Distribution Close of Escrow and executed by an appropriate representative of Partnership under penalty of perjury, stating that Partnership is not a person with respect to whom withholding is required under Section 1445 of the Internal Revenue Code; and

(ix) such documents as Escrow Agent may reasonably require to establish the authority of Partnership to complete the Transaction.

(b) HACLA’s Deliveries. HACLA will deposit with the Escrow Agent the following:

(i) such documents as may be required by HUD in connection with the HUD Documents and/or the Approvals;

(ii) an executed and acknowledged assignment and assumption agreement approved by TCAC that assigns the TCAC Agreement;

(iii) an assumption agreement, executed by HACLA, assuming Partnership’s obligations under the Leases;

(iv) an executed counterpart of the Assignment of Service Contracts;

(v) such documents as the Escrow Agent may reasonably require to establish the authority of HACLA to complete the Transaction.
6. **Representations and Warranties.** In order to induce HACLA to enter into this Agreement and to complete the Transaction, Partnership represents and warrants to HACLA that, as of the Distribution Close of Escrow:

(1) Partnership is a limited partnership duly organized and validly existing under the laws of the State of California. Partnership is the owner of a leasehold interest in the Land and fee title to the Improvements. Subject to the Approvals, Partnership has the authority and power to enter into this Agreement, to perform its obligations under this Agreement and to complete the Transaction as contemplated by this Agreement. Subject to the Approvals, Partnership has taken all action necessary to authorize the execution and delivery of this Agreement, the performance by Partnership of its obligations under this Agreement and the completion of the Transaction as contemplated by this Agreement;

(2) Subject to the Approvals, this Agreement has been duly executed and delivered by Partnership and constitutes a valid, binding and enforceable obligation of Partnership, subject to bankruptcy and other debtor relief laws and principles of equity;

(3) Subject to the Approvals, the execution and delivery of this Agreement by Partnership and the performance by Partnership of its obligations under this Agreement and the completion of the Transaction as contemplated by this Agreement will not result in (a) a breach of, or a default under, any contract, agreement, commitment or other document or instrument to which Partnership is party or by which Partnership or the Property is bound (except Service Contracts, as to which Partnership makes no representation or warranty), or (b) a violation of any law, ordinance, regulation or rule of any governmental authority applicable to Partnership or any judgment, order or decree of any court or governmental authority that is binding on Partnership;

(4) there is no action, suit, proceeding, inquiry or investigation pending or, to the knowledge of Partnership, threatened by or before any court or governmental authority (a) against or affecting the Property or arising out of the development, construction, financing, operation, leasing, maintenance or management of the Property or (b) that would prevent or hinder the performance by Partnership of its obligations under this Agreement or the completion of the Transaction as contemplated by this Agreement;

(5) Partnership has not received any written notice of any material default by Partnership under any Service Contract. As of the Distribution Date, there are no Service Contracts other than those listed on the assignment of Service Contracts included in the Partnership Documents;

(6) Except as set forth in the tax bills for the Property, Partnership has received no written notice of any additional special assessments of any kind being levied against all or part of the Property after Closing;

(7) Partnership is not a foreign person, corporation, partnership, trust or estate for purposes of Section 1445 of the Internal Revenue Code; and

(8) except for the Approvals, consents required under Service Contracts as set forth in the Assignment of Service Contracts and consents or notices required by the agreements listed on EXHIBIT B, attached hereto, and approvals, authorizations and filings already completed, Partnership is not required to obtain any consent, approval or authorization from, or to make any filing with, any person (including any governmental authority) in connection
with, or as a condition to, the execution and delivery of this Agreement, the performance by Partnership of its obligations under this Agreement or the completion of the Transaction as contemplated by this Agreement.

7. **Indemnification.** The Partnership shall defend, indemnify, and hold harmless the Authority, its commissioners, directors, officers, employees, agents, instrumentalities and affiliates from and against all liability, loss, damage, cost, and expense, including all attorneys' fees, and all liens, claims, suits, and demands therefor (collectively, the "Claims"), arising out of or resulting from the Transaction under this Agreement, except that this indemnity shall not apply to any Claims (a) caused by the gross negligence or willful misconduct of HACLA. The provisions of this Section 7 shall survive and remain in full force and effect notwithstanding the expiration or early termination of this Agreement.

8. **Casualty and Condemnation.**

(A) **Notice to HACLA.** Partnership will notify HACLA within five (5) days after receiving notice of, or otherwise becoming aware of (1) any Casualty Loss (as defined below), or (2) the commencement of any proceedings for the taking by eminent domain of all or any part of the Property.

(B) **Casualty Loss.** If, prior to Distribution Close of Escrow, the Property is damaged by fire, windstorm, rioting or other civil disturbance, acts of war, earthquake or other casualty (a "Casualty Loss") and the cost to repair the related damage is more than five percent (5%) of the appraised value of the Apartment Development, then HACLA, at its option, may terminate its obligation to complete the Transaction. If HACLA elects to complete the Transaction notwithstanding a Casualty Loss, or if this Agreement requires HACLA to purchase the Property despite a Casualty Loss, then Partnership will deliver to HACLA at Distribution Close of Escrow, through Escrow, all insurance proceeds previously received by Partnership, an amount equal to the deductible under Partnership's insurance in respect of the damage and an assignment of Partnership's rights with respect to all uncollected insurance proceeds (in either case, net of proceeds allocable to loss of use of the Property for the period through the Distribution Date, amounts expended by Partnership to stabilize or repair the Property and costs incurred by Partnership in making proof of loss or settling claims with insurers), and Partnership will cooperate with HACLA after Distribution Close of Escrow in making claim for, and collecting, all available insurance proceeds.

(C) **Eminent Domain.** If, prior to Distribution Close of Escrow, all or a part of the Property is taken by eminent domain or any proceedings for the taking by eminent domain of all or any part of the Property is commenced, then HACLA, at its option, may terminate its obligation to complete the Transaction. If HACLA elects to complete the Transaction notwithstanding a taking by eminent domain or proceeding therefore, Partnership will deliver to HACLA at Distribution Close of Escrow, through the closing escrow, all condemnation proceeds previously received by Partnership and an assignment of Partnership's rights with respect to all uncollected condemnation proceeds (in either case, net of proceeds allocable to loss of use of the Property for the period through the Distribution Date and costs incurred by Partnership in connection with such proceedings) and such documents as HACLA may reasonably request to substitute itself for Partnership in any pending eminent domain proceedings.

9. **Disclosures.** HACLA expressly acknowledges to Partnership that Partnership has complied with the disclosure requirements, if any, of California Government Code §§ 8589.3 (special flood hazard area), 8589.4 (dam failure inundation area), and 51183.5 (high fire severity
area) and California Public Resources Code §§ 2621.9 (earthquake fault zone), 2694 (seismic hazard zone) and 4136 (wildland fire area), regarding the possible presence of certain natural hazards. Partnership and HACLA acknowledge and agree that the foregoing disclosures are made based on maps or other information that is provided by various governmental agencies.

10. Assignment; Binding Effect. HACLA may assign its interest in this Agreement to its affiliate, HACLA PDS LLC, a California limited liability company. The provisions of this Agreement shall be binding upon and inure to the benefit of the heirs, representatives, successors and permitted assigns of the Parties hereto.

11. Entire Agreement. This Agreement constitutes the entire agreement between the Parties hereto with respect to the subject matter of this Agreement and may not be amended or terminated except by a writing executed by both Parties to this Agreement.

12. Waiver. No party hereto shall be deemed to have waived any term or provision of this Agreement unless such waiver shall be in writing. The waiver of a term or provision of this Agreement by a party hereto on one occasion shall not constitute a continuing waiver thereof or a waiver as to other terms or provisions hereof.

13. Severability. The provisions of this Agreement shall be severable, and if any of them is held to be invalid or unenforceable for any reason, such provision shall be modified to the extent necessary to cure such invalidity. The invalidity or unenforceability of one provision shall not affect any other provision of this Agreement.

14. Governing Law. This Agreement and any disputes arising hereunder or in connection herewith shall be governed by the laws of the State of California without regard to choice of law principles.

15. Counterparts. This Agreement may be executed in any number of original counterparts. Any such counterpart, when executed, shall constitute an original of this Agreement, and all such counterparts together shall constitute one and the same Agreement.

16. Survival. All covenants, undertakings and obligations under this Agreement and all representations and warranties contained in this Agreement will survive the Distribution Close of Escrow and will not be merged into the grant deed or other documents delivered pursuant to this Agreement.

17. Attorneys’ Fees. In the event that any action, suit or proceeding is brought for the enforcement of, or the declaration of, any right or obligation pursuant to this Agreement or as a result of any alleged breach of any provision of this Agreement, each party shall bear its own costs and expenses, including attorneys’ fees, and any judgment or decree rendered in such a proceeding shall not include an award thereof.

18. Termination. Notwithstanding any provision of this Agreement to the contrary, in the event the Partnership shall not have received, on or before December 31, 2020, an allocation of tax-exempt bonds for the Apartment Development from the California Debt Limit Allocation Committee, this Agreement shall automatically terminate and shall be of no further force or effect and neither party shall have any further liability hereunder, except as expressly set forth above.

[remainder of page intentionally left blank]
IN WITNESS WHEREOF, this Agreement has been duly executed on the day first above written.

ALISO VILLAGE II HOUSING PARTNERS, L.P.,
a California limited partnership

By: RELATED/ALISO II DEVELOPMENT CO., LLC,
a California limited liability company, its Administrative General Partner

By: ______________________
Frank Cardone, President

By: LA CIENEGA LOMOD, INC., a California nonprofit corporation,
its managing general partner

By:_____________________
Tina Smith-Booth, President

[remainder of page intentionally left blank]
HACLA:
Housing Authority of the City of Los Angeles, a public body, corporate and politic

By: _____________________________
Douglas Guthrie
President and Chief Executive Officer

APPROVED AS TO FORM:

By: _____________________________

Authority Counsel

APPROVED AS TO FORM AND LEGALITY:

GOLDFARB & LIPMAN LLP,
Authority Special Counsel

By: _____________________________

Michelle Brewer, Esq.

[end of signatures]
HACLA:
Housing Authority of the City of Los Angeles, a public body, corporate and politic

By: ______________________
Douglas Guthrie
President and Chief Executive Officer

APPROVED AS TO FORM:
By: ______________________
Authority Counsel

APPROVED AS TO FORM AND LEGALITY:
GOLDFARB & LIPMAN LLP,
Authority Special Counsel

By: ______________________
Michelle Brewer, Esq.

[end of signatures]
HACLA:
Housing Authority of the City of Los Angeles, a public body, corporate and politic

By: ____________________________
Douglas Guthrie
President and Chief Executive Officer

APPROVED AS TO FORM:

By: ____________________________

Authority Counsel

APPROVED AS TO FORM AND LEGALITY:

GOLDFARB & LIPMAN LLP,
Authority Special Counsel

By: [Signature]
Michelle Brewer, Esq.

[end of signatures]
EXHIBIT A

Legal Description of the Property

THE LAND REFERRED TO HEREIN BELOW IS SITUATED IN THE CITY OF LOS ANGELES IN THE COUNTY OF LOS ANGELES, STATE OF CALIFORNIA, AND IS DESCRIBED AS FOLLOWS:

PARCEL 1:

THOSE PORTIONS OF LOTS 6 AND 8, OF TRACT NO. 53421, IN THE CITY OF LOS ANGELES, COUNTY OF LOS ANGELES, STATE OF CALIFORNIA, AS PER MAP RECORDED IN BOOK 1284, PAGES 56 THROUGH 62 INCLUSIVE OF MAPS, AND AS PER CERTIFICATE OF CORRECTION RECORDED ON NOVEMBER 02, 2010 AS INSTRUMENT NO. 20101573670 OF OFFICIAL RECORDS, BOTH IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY, MORE PARTICULARLY DESCRIBED AS FOLLOWS: BEGINNING AT THE 4 PUNCH MARKS ON THE MANHOLE RIM AT THE CENTERLINE INTERSECTION OF PLAZA DEL SOL AND VIA LAS VEGAS PER SAID TRACT MAP; THENCE ALONG THE CENTERLINE OF VIA LAS VEGAS NORTH 85°41'49" WEST 185.74 FEET; THENCE CONTINUING ALONG THE CENTERLINE OF VIA LAS VEGAS NORTH 83°24'45" WEST 93.26 FEET; THENCE NORTH 85°40'52" WEST 2.84 FEET; THENCE LEAVING SAID CENTERLINE NORTH 04°19'08" EAST 62.24 FEET TO THE TRUE POINT OF BEGINNING; THENCE NORTH 04°19'08" EAST 151.53 FEET TO A POINT ON THE SOUTHERLY RIGHT-OF-WAY LINE OF PLAZA DEL SOL OF SAID TRACT NO. 53421; THENCE ALONG SAID LINE SOUTH 85°35'38" EAST 82.01 FEET TO A CURVE CONCAVE SOUTHWESTERLY HAVING A RADIUS OF 170.00 FEET; THENCE SOUTHEASTERLY ALONG SAID CURVE 248.15 FEET THROUGH A CENTRAL ANGLE OF 83°38'02"; THENCE LEAVING SAID RIGHT-OF-WAY LINE NORTH 85°40'52" WEST 250.73 FEET TO THE TRUE POINT OF BEGINNING. SAID LAND IS SHOWN AS “LOT 1” ON CERTIFICATE OF COMPLIANCE FOR LOT-LINE ADJUSTMENT PURSUANT TO PARCEL MAP EXEMPTION NO. AA-2004-6412-PMEX RECORDED MARCH 08, 2005 AS INSTRUMENT NO. 05-0524904 OF OFFICIAL RECORDS.

PARCEL 2:

LOT 3 OF TRACT OF TRACT NO. 53421, IN THE CITY OF LOS ANGELES, COUNTY OF LOS ANGELES, STATE OF CALIFORNIA, AS PER MAP RECORDED IN BOOK 1284, PAGES 56 THROUGH 62 INCLUSIVE OF MAPS, AND AS PER CERTIFICATE OF CORRECTION RECORDED ON NOVEMBER 02, 2010 AS INSTRUMENT NO. 20101573670 OF OFFICIAL RECORDS, BOTH IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY.

PARCEL 3:

LOT 7 OF TRACT OF TRACT NO. 53421, IN THE CITY OF LOS ANGELES, COUNTY OF LOS ANGELES, STATE OF CALIFORNIA, AS PER MAP RECORDED IN BOOK 1284, PAGES 56 THROUGH 62 INCLUSIVE OF MAPS, AND AS PER CERTIFICATE OF CORRECTION RECORDED ON NOVEMBER 02, 2010 AS INSTRUMENT NO. 20101573670 OF OFFICIAL RECORDS, BOTH IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY.

APN: 5173-029-907, 5173-029-911; 5173-029-947
EXHIBIT B

List of Agreements and Service Contracts

NONE
ASSIGNMENT AND ASSUMPTION OF DISTRIBUTION AGREEMENT (PDS II)

This Assignment and Assumption of Distribution Agreement (this “Agreement”) is made and entered into as of April 1, 2021 (the “Assignment Date”), by and between HACLA PDS LLC, a California limited liability company (“Assignee”), and HOUSING AUTHORITY OF THE CITY OF LOS ANGELES, a public body corporate and politic (“Assignor” and collectively with Assignee, the “Parties”) with reference to the following recitals of fact:

RECITALS

A. WHEREAS, Assignor and the ALISO VILLAGE II HOUSING PARTNERS, L.P., a California limited partnership have entered into that certain Distribution Agreement dated September 21, 2020 (the “Distribution Agreement”) with respect to Property (as defined in the Distribution Agreement); and

B. WHEREAS, Section 10 of the Distribution Agreement allows for the assignment and assumption of the Distribution Agreement to an affiliate of Assignor.

AGREEMENT

NOW, THEREFORE, in consideration of the foregoing Recitals, the mutual covenants and agreements contained in this Agreement, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties hereby agree as follows:

1. Defined Terms. Capitalized terms not otherwise defined herein shall have the meaning ascribed thereto in the Distribution Agreement.

2. Assignment and Assumption of Distribution Agreement. Assignor hereby assigns to Assignee, and Assignee hereby assumes from Assignor, all of Assignor’s rights, title, interests and obligations relating to the Distribution Agreement.

3. Miscellaneous.
   (a) Effect of Agreement. Except to the extent the Distribution Agreement is modified by this Agreement, the remaining terms and conditions of the Distribution Agreement shall remain unmodified and in full force and effect.
   (b) Time of Essence. Time is of the essence of each and every term, condition, obligation and provision hereof.
   (c) Counterparts. This Agreement may be executed in one or more counterparts, including facsimile (or electronic mail) counterparts, each of which shall be deemed an original but all of which, taken together, shall constitute the same Agreement.
   (d) Successors and Assigns. This Agreement shall be binding on and shall inure to the benefit of the Parties hereof and their respective successors and assigns.
(e) **Applicable Law.** This Agreement shall be governed by and construed and enforced in accordance with the laws of the State of California without regard to conflicts of law principles.

(f) **Authority of Parties.** The Parties hereby warrant that the signatory of each Party has the legal authority to bind its respective Party.

[remainder of page left intentionally blank; signature pages follow]
The Parties have executed this Assignment and Assumption of Distribution Agreement as of the day and year first set forth above.

ASSIGNOR:

Housing Authority of the City of
Los Angeles, a public body, corporate
and politic

By: ________________________
Douglas Guthrie
President and Chief Executive
Officer

ASSIGNEE:

HACLA PDS LLC, A California limited liability company

By: Housing Authority of the City of
Los Angeles, a public body, corporate
and politic
Its sole member and manager

By: ________________________
Douglas Guthrie
President and Chief Executive
Officer
THE UNDERSIGNED GRANTOR(S) DECLARE(S):

**Documentary Transfer Tax is $0; City Transfer Tax is $0**

(Exempt from transfer tax under Revenue and Taxation Code Section 11930 (this is a gift and the grantor received nothing in return))

FOR VALUABLE CONSIDERATION, receipt of which is hereby acknowledged, ALISO VILLAGE II HOUSING PARTNERS, L.P., a California limited partnership (the "Grantor"), hereby grants to HACLA PDS LLC, a California limited liability company (the "Grantee"), the real property located in the City of Los Angeles, County of Los Angeles, State of California, described in Exhibit A, attached hereto and made a part hereof.

**[SIGNATURE PAGES FOLLOW]**
Executed as of this ___ day of ____________, 2021.

GRANTOR:

ALISO VILLAGE II HOUSING PARTNERS, L.P.,
a California limited partnership

By: LA CIENEGA LOMOD, INC., a California nonprofit public benefit corporation, its managing general partner

By: __________________________
    Tina Smith-Booth, President

[SIGNATURES MUST BE NOTARIZED]
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 )
COUNTY OF ________________ )

On ________________, before me, __________________________, Notary Public, personally appeared ______________________________________, who 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 signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify UNDER PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

____________________________________
Name:   ______________________________
Notary Public
EXHIBIT A

LEGAL DESCRIPTION OF THE PROPERTY
(Improvements only)

All improvements located in, on, or under that certain real property situated in the county of Los Angeles, State of California, described as follows:
ASSIGNMENT AND ASSUMPTION OF LEASES AND RENTS,
SERVICE CONTRACTS AND INTANGIBLES

THIS ASSIGNMENT AND ASSUMPTION OF LEASES AND RENTS,
SERVICE CONTRACTS AND INTANGIBLES (this "Agreement") is made and
entered into as of _________, 2021, by and between ALISO VILLAGE II HOUSING
PARTNERS, L.P., a California limited partnership (the "Partnership") ("Assignor"),
HACLA PDS LLC, a California limited liability company ("Assignee"), and McCormack
Baron Management Services, Inc., a Missouri corporation ("Manager").

RECATALS:

This Agreement is made with reference to the following facts:

A. Concurrently herewith, Assignor is conveying to Assignee all of its right
title and interest in and to that certain 176-unit apartment development (the "Apartment
Development") commonly known as "Pueblo del Sol – Phase II," located in the City of
Los Angeles, County of Los Angeles, State of California and a leasehold estate in and to
the real property and fee title to all buildings, structures, parking areas, sidewalks,
landscaping and other improvements comprising the Apartment Development (the
"Property").

B. Assignor desires to assign to Assignee and Assignee wishes to accept and
assume all of Assignor's right, title and interest in and to (i) all leases and rental
agreements with tenants of the Property (the "Leases"), together with all rents, issues and
profits arising from the Leases, and all unapplied security and other deposits, if any, paid
by such tenants to Assignor and all accrued interest thereon, to the extent interest is
required to be paid to such tenants; (ii) those certain service contracts with respect to the
Property (the "Service Contracts"); and (iii) certain other rights and obligations as set
forth below.

C. WHEREAS, Manager is willing, by execution below, to consent to such
assignment and assumption as set forth herein.

NOW, THEREFORE, in consideration of the foregoing, and for other good and
valuable consideration, the receipt and sufficiency of which are hereby acknowledged,
the parties hereto, intending to be legally bound hereby, agree as follows:

1. Leases. Assignor hereby sells, transfers, assigns, conveys and delivers
unto Assignee, its successors and assigns, all of Assignor's right, title, and interest in, to
and under the Leases. In addition, Assignor does hereby assign unto Assignee (subject to
any proration agreements existing between Assignor and Assignee in accordance with the
Agreement, as hereinafter defined) all rents, issues and profits arising from the Leases
and all of its right, title, and interest in, to and with respect to any and all security
deposits and other deposits which Assignor is holding in connection with the Leases.
Assignee hereby accepts the assignment of the Leases and agrees to assume the obligations required of the landlord under each such Lease accruing and arising from and after the date hereof and to indemnify and hold Assignor harmless from and against any and all fees, charges, expenses, liabilities, claims and costs, including but not limited to reasonable attorneys' fees, suffered or incurred by Assignor on account of Assignee's failure to assume and perform the obligations required of the landlord under the Leases accruing and arising from and after the date hereof.

2. Service Contracts. Assignor hereby sells, transfers, assigns, conveys and delivers unto Assignee, its successors and assigns, all of Assignor's right, title, and interest in, to and under the Service Contracts. Assignee hereby accepts the assignment of the Service Contracts and agrees to assume the obligations required of owner under each such Service Contract accruing and arising from and after the date hereof, and to indemnify and hold Assignor harmless from and against any and all fees, charges, expenses, liabilities, claims and costs, including but not limited to reasonable attorneys' fees, suffered or incurred by Assignor on account of Assignee's failure to assume and perform the obligations required of the owner under the Service Contracts accruing and arising from and after the date hereof.

3. Indemnification. Assignor agrees to indemnify and hold Assignee harmless from and against any and all fees, charges, expenses, liabilities, claims and costs, including but not limited to reasonable attorneys' fees, suffered or incurred by Assignee on account of Assignor's failure to perform (i) the obligations required of the landlord under the Leases arising and accruing prior to the date hereof, and/or (ii) the obligations required of the owner under the Service Contracts arising and accruing prior to the date hereof.

4. Additional Rights. Assignor hereby assigns to Assignee all of Assignor's right, title and interest (if any) in and to all (i) all certificates of occupancy, if any, licenses, permits, and approvals, (ii) all telephone numbers now serving the Apartment Development, (iii) all warranties and guarantees, (iv) the names "Aliso Village" and/or "Pueblo del Sol", and (v) all bonds, claims and rights running to or assigned to Assignor in connection with the construction maintenance, operation or repair of the Property.

5. Further Assurances. The parties hereto agree to execute such further documents and agreements as may be reasonably necessary or appropriate to effectuate the purposes of this Agreement.

6. Miscellaneous. This Agreement shall be binding upon and shall inure to the benefit of the parties hereto and their respective successors, assigns and legal representatives. This Agreement may be executed in counterparts, each of which for all purposes shall be deemed an original, and all of which when taken together shall constitute one and the same Agreement.
7. **Consent.** Manager consents to the assignment by Assignor, and the acceptance and assumption by Assignee, of such rights, title, interest, and obligations as provided in this Agreement.

[SIGNATURES ON NEXT PAGE]
IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the date first above written.

ASSIGNOR:

ALISO VILLAGE II HOUSING II PARTNERS, L.P., a California limited partnership

By: LA CIENEGA LOMOD, INC.,
a California nonprofit public benefit corporation,
its managing general partner

By: __________________________
Tina Smith-Booth, President

[remainder of page intentionally left blank]
ASSIGNEE:

HACLA PDS LLC, A California limited liability company

By: Housing Authority of the City of Los Angeles,
a public body, corporate and politic,
its sole member

By: _____________________________
    Douglas Guthrie
    President and Chief Executive Officer

CONSENTING:

McCormack Baron Management Services, Inc.,
a Missouri corporation

By: ________________________________
    Michael Martinez, Vice President
THE UNDERSIGNED GRANTOR(S) DECLARE(S):

**Documentary Transfer Tax is $0; City Transfer Tax is $0**

(Exempt from transfer tax under Revenue and Taxation Code Section 11922)

### ASSIGNMENT, ASSUMPTION, AND AMENDMENT OF GROUND LEASE AND MEMORANDUM OF LEASE

THIS ASSIGNMENT, ASSUMPTION, AND AMENDMENT OF GROUND LEASE AND MEMORANDUM OF LEASE (this "Agreement") is made as of May 1, 2021 by and between ALISO VILLAGE II HOUSING PARTNERS, L.P., a California limited partnership ("Assignor"), HACLA PDS LLC, a California limited liability company ("Assignee"), and the HOUSING AUTHORITY OF THE CITY OF LOS ANGELES, a public body, corporate and politic ("HACLA") with reference to the following facts:

#### RECITALS

A. WHEREAS, HACLA is the fee owner of that certain real property located at 1300 Plaza del Sol, city of Los Angeles, County of Los Angeles, state of California (the "property"), as more fully described in Exhibit A, attached hereto and made a part hereof;

B. WHEREAS, to facilitate the purchase, development and operation of the apartments located upon the Property (collectively, the "Project"), HACLA and Assignor entered into that certain Ground Lease Agreement dated as of October 1, 2002, as amended (the "Ground Lease"), a memorandum of which was recorded in the Official Records of the County of Los Angeles on October 11, 2002 as Instrument No. 02-2407844, as amended in that first amendment recorded in the Official Records on June 12, 2006 as Instrument No.06-1281067 (collectively with the Ground Lease, the "Ground Lease Documents");

C. WHEREAS, the Ground Lease commencement date is October 1, 2002, and the Ground Lease termination date is September 30, 2067.

D. WHEREAS, in connection with the transfer of the Project from the Assignor to the Assignee, the Assignor desires to assign to the Assignee all of the rights, duties, and obligations of the Assignor under the Ground Lease Documents relating to the period from and after the date of recordation of this Agreement (the "Effective Date");
E. WHEREAS, the Assignee wishes to assume such rights, duties, and obligations; and

F. WHEREAS, HACLA is willing, by execution below, to consent to such assignment, assumption, and amendment as set forth herein.

NOW, THEREFORE, for good and valuable consideration, the sufficiency of which is hereby acknowledged, the parties hereby agree as follows:

AGREEMENT

1. Recitals and Definitions. The recitals set forth above are true and accurate and are incorporated herein by reference. All capitalized terms used herein and not otherwise defined herein shall have the respective meanings given to such terms in the Ground Lease Documents.

2. Title to Improvements. The following clause is added to the end of the first sentence of Section 3.4(b) of the Ground Lease: "provided however, that notwithstanding anything to the contrary in this Agreement, in order to facilitate the conversion of the Project under the Rental Assistance Demonstration Program administered by the U.S. Department of Housing and Urban Development (the "RAD Conversion"), Lessee shall retain title to the Improvements upon the termination of this Lease for the sole purpose of conveying the Improvements to Pueblo del Sol II Housing Partners, L.P., a California limited partnership, on or immediately before the RAD Conversion, and provided further, that if the RAD Conversion shall not occur, the Improvements shall revert to Lessor upon the expiration or termination of this Lease as stated above."

3. Assignment and Assumption. The Assignor hereby assigns to the Assignee, and Assignee hereby accepts and assumes from Assignor, all of the Assignor's rights, title, interest and obligations under the Ground Lease Documents arising from and after the Effective Date, which rights and obligations are more particularly described in the Ground Lease Documents. Without limiting the foregoing, Assignee hereby agrees to perform all of the obligations under the Ground Lease Documents that relate to the Project arising from and after the Effective Date. HACLA consents to the assignment by Assignor, and the assumption by Assignee, of such rights, title, interest, and obligations.

4. Release of Liability. The parties hereto agree that the Assignor shall be released from all liability for obligations to be performed under the Ground Lease Documents on and after the Effective Date but shall remain liable in accordance with the terms of the Ground Lease Documents for any obligation accruing prior to the Effective Date.

5. Notice. All correspondence and notices given or required to be given to the Assignor under the Ground Lease Documents, from and after the Effective Date, shall be provided to the Assignee and shall be addressed as follows:

Assignee: HACLA PDS LLC
c/o Housing Authority of the City of Los Angeles
6. **Successors and Assigns.** This Agreement applies to, inures to the benefit of, and binds all parties hereto and their respective successors and assigns.

7. **Counterparts.** This Agreement may be executed in multiple counterparts, all of which, when taken together, shall be deemed an original upon execution.

*Signature page follows*
IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the date first written above.

ASSIGNOR:

ALISO VILLAGE II HOUSING PARTNERS, L.P.,
a California limited partnership

By: LA CIENEGA LOMOD, INC.,
a California nonprofit public benefit corporation,
its managing general partner

By: ___________________________
Tina Smith-Booth, President

ASSIGNEE:

HACLA PDS LLC, a California limited liability company

By: HOUSING AUTHORITY OF THE CITY OF LOS ANGELES, a public body, corporate and politic,
its sole member and manager

By: ___________________________
Douglas Guthrie
President and Chief Executive Officer

[Signatures must be notarized; signature page continues]
CONSENTED TO BY:

HOUSING AUTHORITY OF THE CITY OF LOS ANGELES, a public body, corporate and politic

By: ___________________________
Douglas Guthrie
President and Chief Executive Officer
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
County of _______________

On __________________________ before me, _______________________ (here insert name and title of the officer), personally appeared _________________________ who 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 signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature _______________________________ (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
County of _______________

On __________________________ before me, _______________________ (here insert name and title of the officer), personally appeared _________________________ who 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 signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the forgoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature _______________________________ (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
County of _______________

On __________________________ before me, _______________________ (here insert name and title of the officer), personally appeared _________________________ who 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 signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the forgoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature _______________________________ (Seal)
EXHIBIT A

Legal Description

The land referred to herein is situated in the City of Los Angeles, in the County of Los Angeles, State of California and is described as follows:

PARCEL 1:

THOSE PORTIONS OF LOTS 6 AND 8, OF TRACT NO. 53421, IN THE CITY OF LOS ANGELES, COUNTY OF LOS ANGELES, STATE OF CALIFORNIA, AS PER MAP RECORDED IN BOOK 1284, PAGES 56 THROUGH 62 INCLUSIVE OF MAPS, AND AS PER CERTIFICATE OF CORRECTION RECORDED ON NOVEMBER 02, 2010 AS INSTRUMENT NO. 20101573670 OF OFFICIAL RECORDS, BOTH IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE 4 PUNCH MARKS ON THE MANHOLE RIM AT THE CENTERLINE INTERSECTION OF PLAZA DEL SOL AND VIA LAS VEGAS PER SAID TRACT MAP; THENCE ALONG THE CENTERLINE OF VIA LAS VEGAS NORTH 85°41'49" WEST 185.74 FEET; THENCE CONTINUING ALONG THE CENTERLINE OF VIA LAS VEGAS NORTH 83°24'45" WEST 93.26 FEET; THENCE NORTH 85°40'52" WEST 2.84 FEET; THENCE LEAVING SAID CENTERLINE NORTH 04°19'08" EAST 62.24 FEET TO THE TRUE POINT OF BEGINNING; THENCE NORTH 04°19'08" EAST 151.53 FEET TO A POINT ON THE SOUTHERLY RIGHT-OF-WAY LINE OF PLAZA DEL SOL OF SAID TRACT NO. 53421; THENCE ALONG SAID LINE SOUTH 85°35'38" EAST 82.01 FEET TO A CURVE CONCAVE SOUTHWESTERLY HAVING A RADIUS OF 170.00 FEET; THENCE SOUTHEASTERLY ALONG SAID CURVE 248.15 FEET THROUGH A CENTRAL ANGLE OF 83°38'02"; THENCE LEAVING SAID RIGHT-OF-WAY LINE NORTH 85°40'52" WEST 250.73 FEET TO THE TRUE POINT OF BEGINNING.

SAID LAND IS SHOWN AS “LOT 1” ON CERTIFICATE OF COMPLIANCE FOR LOT-LINE ADJUSTMENT PURSUANT TO PARCEL MAP EXEMPTION NO. AA-2004-6412-PMEX RECORDED MARCH 08, 2005 AS INSTRUMENT NO. 05-0524904 OF OFFICIAL RECORDS.

PARCEL 2:

LOT 3 OF TRACT OF TRACT NO. 53421, IN THE CITY OF LOS ANGELES, COUNTY OF LOS ANGELES, STATE OF CALIFORNIA, AS PER MAP RECORDED IN BOOK 1284, PAGES 56 THROUGH 62 INCLUSIVE OF MAPS, AND AS PER CERTIFICATE OF CORRECTION RECORDED ON NOVEMBER 02, 2010 AS INSTRUMENT NO. 20101573670 OF OFFICIAL RECORDS, BOTH IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY.

PARCEL 3:

LOT 7 OF TRACT OF TRACT NO. 53421, IN THE CITY OF LOS ANGELES, COUNTY OF LOS ANGELES, STATE OF CALIFORNIA, AS PER MAP RECORDED IN BOOK 1284, PAGES 56 THROUGH 62 INCLUSIVE OF MAPS, AND AS PER CERTIFICATE OF CORRECTION
RECORDED ON NOVEMBER 02, 2010 AS INSTRUMENT NO. 20101573670 OF OFFICIAL RECORDS, BOTH IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY.

APN: 5173-029-907, 5173-029-911; 5173-029-947
ASSIGNMENT AND ASSUMPTION OF DECLARATION OF TRUST  
(Aliso Village Phase II)

This ASSIGNMENT AND ASSUMPTION OF DECLARATION OF TRUST (this "Agreement") is dated as of May 1, 2021 and is entered into by and among the HOUSING AUTHORITY OF THE CITY OF LOS ANGELES, a public body, corporate and politic organized and existing under the laws of the State of California ("Authority"), ALISO VILLAGE II HOUSING PARTNERS, L.P., a California limited partnership (the "Prior Owner") HACLA PDS LLC, a California limited liability company (the "Owner"), and the UNITED STATES OF AMERICA, acting by and through the SECRETARY OF HOUSING AND URBAN DEVELOPMENT (the "Secretary"). The Authority, the Prior Owner, the Owner, and the Secretary shall collectively be referred to herein as "Parties."

RECITALS

A. The Authority is the fee owner of that certain real property more particularly described in the attached Exhibit A (the "Property").

B. The Authority, the Prior Owner, and the Secretary entered into that certain Declaration of Trust and Partial Release of Prior Declaration of Trust dated as of October 1, 2002 as recorded in the Official Records of the County of Los Angeles (the "Official Records") on October 11, 2002 as Instrument No. 02-2407845 (the "2002 Declaration and Release").

C. The Prior Owner owns a fee interest in the improvements on the Property (the "Prior Owner's Interest"). Concurrently with the recording of this Agreement in the Official Records, the Prior Owner will convey the Prior Owner's Interest to the Owner and will assign the 2002 Declaration and Release to the Owner.

NOW, THEREFORE, in consideration of the foregoing recitals, the mutual covenants and agreements hereinafter set forth, and other consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties hereto agree as follows:
1. **Recitals.** The Recitals set forth above are hereby incorporated into this Agreement by the Parties as if fully and completely rewritten below.

2. **Effective Date.** The Parties agree that this Agreement shall be effective upon the recording of this Agreement in the Official Records (the "Effective Date").

3. **Assignment and Assumption of the 2002 Declaration and Release.**

   (a) **Assignment.** The Prior Owner, the Secretary, and the Authority hereby assign the liabilities, duties and obligations contained in the 2002 Declaration and Release from the Prior Owner to the Owner and its successors and assigns, subject to the terms set forth herein. The Prior Owner shall remain responsible for all liabilities, duties and obligations under the 2002 Declaration and Release prior to the Effective Date.

   (b) **Assumption.** The Owner hereby assumes all of the duties, obligations and restrictions set forth in the 2002 Declaration and Release and shall be responsible for all liabilities or obligations arising under the 2002 Declaration and Release from and after the Effective Date.

4. **Consent by Secretary.** The Secretary consents to the terms of this Agreement.

5. **Full Force and Effect.** Except as assigned by this Agreement, the 2002 Declaration and Release remains in full force.

6. **Modification.** No provision of the 2002 Declaration and Release may be changed, discharged, supplemented, terminated, or waived except in a written document signed by the Owner, the Authority and the Secretary.

7. **Binding Effect.** The 2002 Declaration and Release shall be binding upon, and inure to the benefit of, the Owner, the Authority and the Secretary and their respective successors and assigns.

8. **Counterparts.** This Agreement may be executed in any number of counterparts, which taken together will be deemed to be one and the same instrument.

*SIGNATURES ON FOLLOWING PAGE*
IN WITNESS WHEREOF, the Authority, the Prior Owner, the Owner, and the Secretary have duly executed this Agreement as of the day and year first above written.

AUTHORITY: HOUSING AUTHORITY OF THE CITY OF LOS ANGELES, a public body, corporate and politic

By: ___________________________
Douglas Guthrie
President and Chief Executive Officer

Signatures Continue on Next Page
PRIOR OWNER: ALISO VILLAGE II HOUSING PARTNERS, L.P., a California limited partnership

By: LA CIENEGA LOMOD, INC., a California nonprofit public benefit corporation, its managing general partner

By: ____________________________

Tina Smith-Booth, President

OWNER: HACLA PDS LLC, a California limited liability company

By: HOUSING AUTHORITY OF THE CITY OF LOS ANGELES, a public body, corporate and politic, its sole member and manager

By: ____________________________

Douglas Guthrie
President and Chief Executive Officer

Signatures Continue on Next Page
SECRETARY: U.S. DEPARTMENT OF HOUSING AND URBAN DEVELOPMENT

By: Meena Bavan,
Director, Office of Public Housing
STATE OF CALIFORNIA  )
COUNTY OF __________________ )

On ____________________, before me, ___________________________, Notary Public, personally appeared ______________________________________, who 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 signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify UNDER PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

____________________________________
Name:   ______________________________
Notary Public
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

STATE OF CALIFORNIA )
COUNTY OF __________________ )

On ____________________, before me, ___________________________, Notary Public, personally appeared ______________________________________, who 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 signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify UNDER PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

____________________________________
Name:   ______________________________

_______________________________
Notary Public
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

STATE OF CALIFORNIA

COUNTY OF __________________ )

On ____________________, before me, ___________________________, Notary Public, personally appeared ______________________________________, who 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 signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify UNDER PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

____________________________________
Name:   ______________________________

Notary Public
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

STATE OF CALIFORNIA

COUNTY OF __________________

On ____________________, before me, ___________________________, Notary Public, personally appeared ______________________________________, who 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 signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify UNDER PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

____________________________________
Name:   ______________________________

Notary Public
EXHIBIT A

LEGAL DESCRIPTION

The land referred to herein is situated in the City of Los Angeles, in the County of Los Angeles, State of California, and is described as follows:

PARCEL 1:

THOSE PORTIONS OF LOTS 6 AND 8, OF TRACT NO. 53421, IN THE CITY OF LOS ANGELES, COUNTY OF LOS ANGELES, STATE OF CALIFORNIA, AS PER MAP RECORDED IN BOOK 1284, PAGES 56 THROUGH 62 INCLUSIVE OF MAPS, AND AS PER CERTIFICATE OF CORRECTION RECORDED ON NOVEMBER 02, 2010 AS INSTRUMENT NO. 20101573670 OF OFFICIAL RECORDS, BOTH IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE 4 PUNCH MARKS ON THE MANHOLE RIM AT THE CENTERLINE INTERSECTION OF PLAZA DEL SOL AND VIA LAS VEGAS PER SAID TRACT MAP; THENCE ALONG THE CENTERLINE OF VIA LAS VEGAS NORTH 85°41'49" WEST 185.74 FEET; THENCE CONTINUING ALONG THE CENTERLINE OF VIA LAS VEGAS NORTH 83°24'45" WEST 93.26 FEET; THENCE NORTH 85°40'52" WEST 2.84 FEET; THENCE LEAVING SAID CENTERLINE NORTH 04°19'08" EAST 62.24 FEET TO THE TRUE POINT OF BEGINNING; THENCE NORTH 04°19'08" EAST 151.53 FEET TO A POINT ON THE SOUTHERLY RIGHT-OF-WAY LINE OF PLAZA DEL SOL OF SAID TRACT NO. 53421; THENCE ALONG SAID LINE SOUTH 85°35'38" EAST 82.01 FEET TO A CURVE CONCAVE SOUTHWESTERLY HAVING A RADIUS OF 170.00 FEET; THENCE SOUTHEASTERLY ALONG SAID CURVE 248.15 FEET THROUGH A CENTRAL ANGLE OF 83°38'02"; THENCE LEAVING SAID RIGHT-OF-WAY LINE NORTH 85°40'52" WEST 250.73 FEET TO THE TRUE POINT OF BEGINNING.

SAID LAND IS SHOWN AS “LOT 1” ON CERTIFICATE OF COMPLIANCE FOR LOT-LINE ADJUSTMENT PURSUANT TO PARCEL MAP EXEMPTION NO. AA-2004-6412-PMEX RECORDED MARCH 08, 2005 AS INSTRUMENT NO. 05-0524904 OF OFFICIAL RECORDS.

PARCEL 2:

LOT 3 OF TRACT OF TRACT NO. 53421, IN THE CITY OF LOS ANGELES, COUNTY OF LOS ANGELES, STATE OF CALIFORNIA, AS PER MAP RECORDED IN BOOK 1284, PAGES 56 THROUGH 62 INCLUSIVE OF MAPS, AND AS PER CERTIFICATE OF CORRECTION RECORDED ON NOVEMBER 02, 2010 AS INSTRUMENT NO. 20101573670 OF OFFICIAL RECORDS, BOTH IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY.
PARCEL 3:

LOT 7 OF TRACT OF TRACT NO. 53421, IN THE CITY OF LOS ANGELES, COUNTY OF LOS ANGELES, STATE OF CALIFORNIA, AS PER MAP RECORDED IN BOOK 1284, PAGES 56 THROUGH 62 INCLUSIVE OF MAPS, AND AS PER CERTIFICATE OF CORRECTION RECORDED ON NOVEMBER 02, 2010 AS INSTRUMENT NO. 20101573670 OF OFFICIAL RECORDS, BOTH IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY.

APN: 5173-029-907, 5173-029-911; 5173-029-947
ASSIGNMENT AND ASSUMPTION OF REGULATORY AND OPERATING AGREEMENT

THIS ASSIGNMENT AND ASSUMPTION OF REGULATORY AND OPERATING AGREEMENT (this "Agreement") is made as of May 1, 2021, by and between ALISO VILLAGE II HOUSING PARTNERS, L.P., a California limited partnership ("Assignor"), HACLA PDS LLC, a California limited liability company ("Assignee"), and the HOUSING AUTHORITY OF THE CITY OF LOS ANGELES, a public body, corporate and politic ("HACLA") with reference to the following facts:

RECITALS

A. WHEREAS, HACLA is the fee owner of that certain real property located at 1300 Plaza Del Sol E, City of Los Angeles, County of Los Angeles, State of California (the "Property"), as more fully described in Exhibit A, attached hereto and made a part hereof;

B. WHEREAS, to facilitate the purchase, development and operation of the apartments located upon the Property (collectively, the "Project"), HACLA and Assignor entered into that certain Regulatory and Operating Agreement dated as of October 1, 2002 and recorded in the Official Records of the County of Los Angeles (the "Official Records") on October 11, 2002 as Instrument No. 02-2407846, as amended by that certain First Amendment dated as of December 22, 2005, and recorded in the Official Records on June 12, 2006 as Instrument No. 06-121070, as further amended by that certain Amendment dated as of January 1, 2006, and recorded in the Official Records on February 5, 2007 as Instrument No. 20070251953 (the "Regulatory Agreement");

C. WHEREAS, in connection with the transfer of the Project from the Assignor to the Assignee, the Assignor desires to assign to the Assignee all of the rights, duties, and obligations of the Assignor under the Regulatory Agreement relating to the period from and after the date of recordation of this Agreement (the "Effective Date");

D. WHEREAS, the Assignee wishes to assume such rights, duties, and obligations;

and

E. WHEREAS, HACLA is willing, by execution below, to consent to such assignment and assumption as set forth herein.
NOW, THEREFORE, for good and valuable consideration, the sufficiency of which is hereby acknowledged, the parties hereby agree as follows:

AGREEMENT

1. **Recitals and Definitions.** The recitals set forth above are true and accurate and are incorporated herein by reference. All capitalized terms used herein and not otherwise defined herein shall have the respective meanings given to such terms in the Regulatory Agreement.

2. **Assignment and Assumption.** The Assignor hereby assigns to the Assignee, and Assignee hereby accepts and assumes from Assignor, all of the Assignor's rights, title, interest and obligations under the Regulatory Agreement arising from and after the Effective Date, which rights and obligations are more particularly described in the Regulatory Agreement. Without limiting the foregoing, Assignee hereby agrees to perform all of the obligations under the Regulatory Agreement that relate to the Project arising from and after the Effective Date. HACLA consents to the assignment by Assignor, and the acceptance and assumption by Assignee, of such rights, title, interest, and obligations.

3. **Release of Liability.** The parties hereto agree that the Assignor shall be released from all liability for obligations to be performed under the Regulatory Agreement on and after the Effective Date but shall remain liable in accordance with the terms of the Regulatory Agreement for any obligation accruing prior to the Effective Date.

4. **Notice.** All correspondence and notices given or required to be given to the Assignor under the Regulatory Agreement, from and after the Effective Date, shall be provided to the Assignee and shall be addressed as follows:

   Assignee: HACLA PDS LLC  
c/o Housing Authority of the  
City of Los Angeles  
2600 Wilshire Blvd., Third Floor  
Los Angeles, CA 90057  
Attention: President and CEO

5. **Successors and Assigns.** This Agreement applies to, inures to the benefit of, and binds all parties hereto and their respective successors and assigns.

6. **Counterparts.** This Agreement may be executed in multiple counterparts, all of which, when taken together, shall be deemed an original upon execution.

[Signature page follows]
IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the day and year written above.

ASSIGNOR:

ALISO VILLAGE II HOUSING PARTNERS, L.P., a California limited partnership

By: LA CIENEGA LOMOD, INC.,
a California nonprofit public benefit corporation,
it its managing general partner

By: _____________________________
    Tina Smith-Booth, President

ASSIGNEE:

HACLA PDS LLC, a California limited liability company

By: HOUSING AUTHORITY OF THE CITY OF LOS ANGELES, a public body, corporate and politic,
it its sole member and manager

By: _____________________________
    Douglas Guthrie
    President and Chief Executive Officer

HACLA:

HOUSING AUTHORITY OF THE CITY OF LOS ANGELES, a public body, corporate and politic

By: _____________________________
    Douglas Guthrie
    President and Chief Executive Officer

[Signatures must be notarized]
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  
County of _______________

On ________________ before me, ____________________ (here insert name and title of the officer), personally appeared _________________________ who 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 signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature _______________________________ (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  
County of _______________

On __________________________ before me, _______________________ (here insert name and title of the officer), personally appeared _________________________ who 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 signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the forgoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature _______________________________ (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
County of _______________

On __________________________ before me, _______________________ (here insert name and title of the officer), personally appeared _________________________ who 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 signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the forgoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature _______________________________ (Seal)
EXHIBIT A

Legal Description

The land referred to herein is situated in the City of Los Angeles, in the County of Los Angeles, State of California, and is described as follows:

PARCEL 1:

THOSE PORTIONS OF LOTS 6 AND 8, OF TRACT NO. 53421, IN THE CITY OF LOS ANGELES, COUNTY OF LOS ANGELES, STATE OF CALIFORNIA, AS PER MAP RECORDED IN BOOK 1284, PAGES 56 THROUGH 62 INCLUSIVE OF MAPS, AND AS PER CERTIFICATE OF CORRECTION RECORDED ON NOVEMBER 02, 2010 AS INSTRUMENT NO. 20101573670 OF OFFICIAL RECORDS, BOTH IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE 4 PUNCH MARKS ON THE MANHOLE RIM AT THE CENTERLINE INTERSECTION OF PLAZA DEL SOL AND VIA LAS VEGAS PER SAID TRACT MAP; THENCE ALONG THE CENTERLINE OF VIA LAS VEGAS NORTH 85°41'49" WEST 185.74 FEET; THENCE CONTINUING ALONG THE CENTERLINE OF VIA LAS VEGAS NORTH 83°24'45" WEST 93.26 FEET; THENCE NORTH 85°40'52" WEST 2.84 FEET; THENCE LEAVING SAID CENTERLINE NORTH 04°19'08" EAST 62.24 FEET TO THE TRUE POINT OF BEGINNING; THENCE NORTH 04°19'08" EAST 151.53 FEET TO A POINT ON THE SOUTHERLY RIGHT-OF-WAY LINE OF PLAZA DEL SOL OF SAID TRACT NO. 53421; THENCE ALONG SAID LINE SOUTH 85°35'38" EAST 82.01 FEET TO A CURVE CONCAVE SOUTHWESTERLY HAVING A RADIUS OF 170.00 FEET; THENCE SOUTHEASTERLY ALONG SAID CURVE 248.15 FEET THROUGH A CENTRAL ANGLE OF 83°38'02"; THENCE LEAVING SAID RIGHT-OF-WAY LINE NORTH 85°40'52" WEST 250.73 FEET TO THE TRUE POINT OF BEGINNING.

SAID LAND IS SHOWN AS “LOT 1” ON CERTIFICATE OF COMPLIANCE FOR LOT-LINE ADJUSTMENT PURSUANT TO PARCEL MAP EXEMPTION NO. AA-2004-6412-PMEX RECORDED MARCH 08, 2005 AS INSTRUMENT NO. 05-0524904 OF OFFICIAL RECORDS.

PARCEL 2:

LOT 3 OF TRACT OF TRACT NO. 53421, IN THE CITY OF LOS ANGELES, COUNTY OF LOS ANGELES, STATE OF CALIFORNIA, AS PER MAP RECORDED IN BOOK 1284, PAGES 56 THROUGH 62 INCLUSIVE OF MAPS, AND AS PER CERTIFICATE OF CORRECTION RECORDED ON NOVEMBER 02, 2010 AS INSTRUMENT NO. 20101573670 OF OFFICIAL RECORDS, BOTH IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY.

PARCEL 3:

LOT 7 OF TRACT OF TRACT NO. 53421, IN THE CITY OF LOS ANGELES, COUNTY OF LOS ANGELES, STATE OF CALIFORNIA, AS PER MAP RECORDED IN BOOK 1284, PAGES 56 THROUGH 62 INCLUSIVE OF MAPS, AND AS PER CERTIFICATE OF CORRECTION RECORDED ON NOVEMBER 02, 2010 AS INSTRUMENT NO. 20101573670 OF OFFICIAL RECORDS, BOTH IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY.

APN: 5173-029-907, 5173-029-911; 5173-029-947
ASSIGNMENT AND ASSUMPTION OF AFR LOAN DOCUMENTS

THIS ASSIGNMENT AND ASSUMPTION OF AFR LOAN DOCUMENTS (this "Agreement") is made as of May 1, 2021 by and between ALISO VILLAGE II HOUSING PARTNERS, L.P., a California limited partnership ("Assignor"), HACLA PDS LLC, a California limited liability company ("Assignee"), and the HOUSING AUTHORITY OF THE CITY OF LOS ANGELES, a public body, corporate and politic ("HACLA") with reference to the following facts:

RECITALS

A. WHEREAS, HACLA is the fee owner of that certain real property located at 1300 Plaza Del Sol E, City of Los Angeles, County of Los Angeles, State of California (the "Property"), as more fully described in Exhibit A, attached hereto and made a part hereof;

B. WHEREAS, to facilitate the purchase, development and operation of the apartments located upon the Property (collectively, the "Project"), HACLA made a loan to Assignor pursuant to the terms of that certain AFR Loan Agreement dated as of October 1, 2002, by and between HACLA and Assignor, which loan was evidenced by that certain AFR Promissory Note in the original principal amount of Five Million Five Hundred Seventy-Five Thousand Dollars ($5,575,000) dated as of October 1, 2002 which promissory note is secured by that certain AFR Leasehold Deed of Trust, Assignment of Rents and Security Agreement dated as of October 1, 2002, and recorded in the Official Records of the County of Los Angeles on October 11, 2002 as Instrument No. 02-2407847 as amended by that certain First Amendment to AFR Leasehold Deed of Trust, Assignment of Rents and Security Agreement dated as of December 22, 2005, and recorded in the Official Records on June 12, 2006 as Instrument No. 06-1281068 (the "AFR Deed of Trust") (collectively, the "AFR Loan Documents");

C. WHEREAS, in connection with the transfer of the Project from the Assignor to the Assignee, the Assignor desires to assign to the Assignee all of the rights, duties, and obligations of the Assignor under the AFR Loan Documents relating to the period from and after the date of recordation of this Agreement (the "Effective Date");

D. WHEREAS, the Assignee wishes to assume such rights, duties, and obligations; and

E. WHEREAS, HACLA is willing, by execution below, to consent to such assignment and assumption as set forth herein.
NOW, THEREFORE, for good and valuable consideration, the sufficiency of which is hereby acknowledged, the parties hereby agree as follows:

AGREEMENT

1. **Recitals and Definitions.** The recitals set forth above are true and accurate and are incorporated herein by reference. All capitalized terms used herein and not otherwise defined herein shall have the respective meanings given to such terms in the AFR Loan Documents.

2. **Assignment and Assumption.** The Assignor hereby assigns to the Assignee, and Assignee hereby accepts and assumes from Assignor, all of the Assignor's rights, title, interest and obligations under the AFR Loan Documents arising from and after the Effective Date, which rights and obligations are more particularly described in the AFR Loan Documents. Without limiting the foregoing, Assignee hereby agrees to perform all of the obligations under the AFR Loan Documents that relate to the Project arising from and after the Effective Date. HACLA consents to the assignment by Assignor, and the acceptance and assumption by Assignee, of such rights, title, interest, and obligations.

3. **Release of Liability.** The parties hereto agree that the Assignor shall be released from all liability for obligations to be performed under the AFR Loan Documents on and after the Effective Date but shall remain liable in accordance with the terms of the AFR Loan Documents for any obligation accruing prior to the Effective Date.

4. **Notice.** All correspondence and notices given or required to be given to the Assignor under the AFR Loan Documents, from and after the Effective Date, shall be provided to the Assignee and shall be addressed as follows:

   **Assignee:** HACLA PDS LLC
c/o Housing Authority of the
City of Los Angeles
2600 Wilshire Blvd., Third Floor
Los Angeles, CA 90057
Attention: President and CEO

5. **Successors and Assigns.** This Agreement applies to, inures to the benefit of, and binds all parties hereto and their respective successors and assigns.

6. **Counterparts.** This Agreement may be executed in multiple counterparts, all of which, when taken together, shall be deemed an original upon execution.

[Signature page follows]
IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the date first written above.

ASSIGNOR:

ALISO VILLAGE II HOUSING PARTNERS, L.P., a California limited partnership

By: LA CIENEGA LOMOD, INC.,
a California nonprofit public benefit corporation,
its managing general partner

By: ____________________________
Tina Smith-Booth, President

ASSIGNEE:

HACLA PDS LLC, a California limited liability company

By: HOUSING AUTHORITY OF THE CITY OF LOS ANGELES, a public body, corporate and politic,
its sole member and manager

By: ____________________________
Douglas Guthrie
President and Chief Executive Officer

CONSENTED TO BY:

HOUSING AUTHORITY OF THE CITY OF LOS ANGELES, a public body, corporate and politic,

By: ____________________________
Douglas Guthrie
President and Chief Executive Officer

[Signatures must be notarized]
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
County of _______________

On __________________________ before me, _______________________ (here insert name and title of the officer), personally appeared _________________________ who 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 signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the forgoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature _______________________________ (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
County of _______________

On __________________________ before me, _______________________ (here insert name and title of the officer), personally appeared _________________________ who 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 signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the forgoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature _______________________________ (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
County of _______________

On __________________________ before me, _______________________ (here insert name and title of the officer), personally appeared _________________________ who 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 signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the forgoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature _______________________________ (Seal)
EXHIBIT A

Legal Description

The land referred to herein is situated in the City of Los Angeles, in the County of Los Angeles, State of California, and is described as follows:

PARCEL 1:

THOSE PORTIONS OF LOTS 6 AND 8, OF TRACT NO. 53421, IN THE CITY OF LOS ANGELES, COUNTY OF LOS ANGELES, STATE OF CALIFORNIA, AS PER MAP RECORDED IN BOOK 1284, PAGES 56 THROUGH 62 INCLUSIVE OF MAPS, AND AS PER CERTIFICATE OF CORRECTION RECORDED ON NOVEMBER 02, 2010 AS INSTRUMENT NO. 20101573670 OF OFFICIAL RECORDS, BOTH IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE 4 PUNCH MARKS ON THE MANHOLE RIM AT THE CENTERLINE INTERSECTION OF PLAZA DEL SOL AND VIA LAS VEGAS PER SAID TRACT MAP; THENCE ALONG THE CENTERLINE OF VIA LAS VEGAS NORTH 85°41'49" WEST 185.74 FEET; THENCE CONTINUING ALONG THE CENTERLINE OF VIA LAS VEGAS NORTH 83°24'45" WEST 93.26 FEET; THENCE NORTH 85°40'52" WEST 2.84 FEET; THENCE LEAVING SAID CENTERLINE NORTH 04°19'08" EAST 62.24 FEET TO THE TRUE POINT OF BEGINNING; THENCE NORTH 04°19'08" EAST 151.53 FEET TO A POINT ON THE SOUTHERLY RIGHT-OF-WAY LINE OF PLAZA DEL SOL OF SAID TRACT NO. 53421; THENCE ALONG SAID LINE SOUTH 85°35'38" EAST 82.01 FEET TO A CURVE CONCAVE SOUTHWESTERLY HAVING A RADIUS OF 170.00 FEET; THENCE SOUTHEASTERLY ALONG SAID CURVE 248.15 FEET THROUGH A CENTRAL ANGLE OF 83°38'02"; THENCE LEAVING SAID RIGHT-OF-WAY LINE NORTH 85°40'52" WEST 250.73 FEET TO THE TRUE POINT OF BEGINNING.

SAID LAND IS SHOWN AS “LOT 1” ON CERTIFICATE OF COMPLIANCE FOR LOT-LINE ADJUSTMENT PURSUANT TO PARCEL MAP EXEMPTION NO. AA-2004-6412-PMEX RECORDED MARCH 08, 2005 AS INSTRUMENT NO. 05-0524904 OF OFFICIAL RECORDS.

PARCEL 2:

LOT 3 OF TRACT OF TRACT NO. 53421, IN THE CITY OF LOS ANGELES, COUNTY OF LOS ANGELES, STATE OF CALIFORNIA, AS PER MAP RECORDED IN BOOK 1284, PAGES 56 THROUGH 62 INCLUSIVE OF MAPS, AND AS PER CERTIFICATE OF CORRECTION RECORDED ON NOVEMBER 02, 2010 AS INSTRUMENT NO. 20101573670 OF OFFICIAL RECORDS, BOTH IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY.

PARCEL 3:

LOT 7 OF TRACT OF TRACT NO. 53421, IN THE CITY OF LOS ANGELES, COUNTY OF LOS ANGELES, STATE OF CALIFORNIA, AS PER MAP RECORDED IN BOOK 1284, PAGES 56 THROUGH 62 INCLUSIVE OF MAPS, AND AS PER CERTIFICATE OF CORRECTION RECORDED ON NOVEMBER 02, 2010 AS INSTRUMENT NO. 20101573670 OF OFFICIAL RECORDS, BOTH IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY.

APN: 5173-029-907, 5173-029-911; 5173-029-947
ASSIGNMENT AND ASSUMPTION OF 
ZERO INTEREST LOAN DOCUMENTS

THIS ASSIGNMENT AND ASSUMPTION OF ZERO INTEREST LOAN DOCUMENTS (this "Agreement") is made as of May 1, 2021, by and between ALISO VILLAGE II HOUSING PARTNERS, L.P., a California limited partnership ("Assignor"), HACLA PDS LLC, a California limited liability company ("Assignee"), and HOUSING PROMISE CORPORATION, a California nonprofit public benefit corporation formerly known as Aliso Village Housing Corporation ("HPC"), with reference to the following facts:

RECITALS

A. WHEREAS, the Housing Authority of the City of Los Angeles, a public body, corporate and politic ("HACLA") is the fee owner of that certain real property located at 1300 Plaza Del Sol E, City of Los Angeles, County of Los Angeles, State of California (the "Property"), as more fully described in Exhibit A, attached hereto and made a part hereof;

B. WHEREAS, to facilitate the purchase, development and operation of the apartments located upon the Property (collectively, the "Project"), HPC made a loan to Assignor pursuant to the terms of that certain Zero Interest Loan Agreement dated as of October 1, 2002, by and between HPC and Assignor, which loan was evidenced by that certain Zero Interest Promissory Note in the original principal amount of Five Million Six Hundred Thousand Dollars ($5,600,000) dated as of October 1, 2002, which promissory note is secured by that certain Zero Interest Leasehold Deed of Trust, Assignment of Rents and Security Agreement dated as of October 1, 2002, and recorded in the Official Records of the County of Los Angeles (the "Official Records") on October 11, 2002 as Instrument No. 02-2407848, as amended by that certain First Amendment to Zero Interest Leasehold Deed of Trust, Assignment of Rents and Security Agreement dated as of December 22, 2005, and recorded in the Official Records on June 12, 2006 as Instrument No. 06-1281069 (the "Zero Interest Deed of Trust") (collectively, the "Zero Interest Loan Documents");

C. WHEREAS, in connection with the transfer of the Project from the Assignor to the Assignee, the Assignor desires to assign to the Assignee all of the rights, duties, and obligations of the Assignor under the Zero Interest Loan Documents relating to the period from and after the date of recordation of this Agreement (the "Effective Date");
D. WHEREAS, the Assignee wishes to assume such rights, duties, and obligations; and

E. WHEREAS, HPC is willing, by execution below, to consent to such assignment and assumption as set forth herein.

NOW, THEREFORE, for good and valuable consideration, the sufficiency of which is hereby acknowledged, the parties hereby agree as follows:

AGREEMENT

1. Recitals and Definitions. The recitals set forth above are true and accurate and are incorporated herein by reference. All capitalized terms used herein and not otherwise defined herein shall have the respective meanings given to such terms in the Zero Interest Loan Documents.

2. Assignment and Assumption. The Assignor hereby assigns to the Assignee, and Assignee hereby accepts and assumes from Assignor, all of the Assignor's rights, title, interest and obligations under the Zero Interest Loan Documents arising from and after the Effective Date, which rights and obligations are more particularly described in the Zero Interest Loan Documents. Without limiting the foregoing, Assignee hereby agrees to perform all of the obligations under the Zero Interest Loan Documents that relate to the Project arising from and after the Effective Date. HPC consents to the assignment by Assignor, and the acceptance and assumption by Assignee, of such rights, title, interest, and obligations.

3. Release of Liability. The parties hereto agree that the Assignor shall be released from all liability for obligations to be performed under the Zero Interest Loan Documents on and after the Effective Date but shall remain liable in accordance with the terms of the Zero Interest Loan Documents for any obligation accruing prior to the Effective Date.

4. Notice. All correspondence and notices given or required to be given to the Assignor under the Zero Interest Loan Documents, from and after the Effective Date, shall be provided to the Assignee and shall be addressed as follows:

Assignee: HACLA PDS LLC
c/o Housing Authority of the City of Los Angeles
2600 Wilshire Blvd., Third Floor
Los Angeles, CA 90057
Attention: President and CEO

5. Successors and Assigns. This Agreement applies to, inures to the benefit of, and binds all parties hereto and their respective successors and assigns.

6. Counterparts. This Agreement may be executed in multiple counterparts, all of which, when taken together, shall be deemed an original upon execution.

[Signature page follows]
IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the date first written above.

ASSIGNOR:

ALISO VILLAGE II HOUSING PARTNERS, L.P., a California limited partnership

By: LA CIENEGA LOMOD, INC.,
a California nonprofit public benefit corporation, its managing general partner

By: __________________________
    Tina Smith-Booth, President

ASSIGNEE:

HACLA PDS LLC, a California limited liability company

By: HOUSING AUTHORITY OF THE CITY OF LOS ANGELES, a public body, corporate and politic, its sole member and manager

By: __________________________
    Douglas Guthrie
    President and Chief Executive Officer

CONSENTED TO BY:

HOUSING PROMISE CORPORATION (formerly known as Aliso Village Housing Corporation), a California nonprofit public benefit corporation

By: __________________________
    Tina Smith-Booth, President

[Signatures must be notarized]
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
County of _______________

On __________________________ before me, _______________________ (here insert name and title of the officer), personally appeared _________________________ who 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 signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the forgoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature _______________________________ (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
County of _______________

On __________________________ before me, _______________________ (here insert name and title of the officer), personally appeared _________________________ who 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 signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the forgoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature _______________________________ (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

County of _______________

On __________________________ before me, _______________________ (here insert name and title of the officer), personally appeared _________________________ who 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 signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the forgoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature _______________________________ (Seal)
EXHIBIT A

Legal Description

The land referred to herein is situated in the City of Los Angeles, in the County of Los Angeles, State of California, and is described as follows:

PARCEL 1:

THOSE PORTIONS OF LOTS 6 AND 8, OF TRACT NO. 53421, IN THE CITY OF LOS ANGELES, COUNTY OF LOS ANGELES, STATE OF CALIFORNIA, AS PER MAP RECORDED IN BOOK 1284, PAGES 56 THROUGH 62 INCLUSIVE OF MAPS, AND AS PER CERTIFICATE OF CORRECTION RECORDED ON NOVEMBER 02, 2010 AS INSTRUMENT NO. 20101573670 OF OFFICIAL RECORDS, BOTH IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE 4 PUNCH MARKS ON THE MANHOLE RIM AT THE CENTERLINE INTERSECTION OF PLAZA DEL SOL AND VIA LAS VEGAS PER SAID TRACT MAP; THENCE ALONG THE CENTERLINE OF VIA LAS VEGAS NORTH 85°41'49" WEST 185.74 FEET; THENCE CONTINUING ALONG THE CENTERLINE OF VIA LAS VEGAS NORTH 83°24'45" WEST 93.26 FEET; THENCE NORTH 85°40'52" WEST 2.84 FEET; THENCE LEAVING SAID CENTERLINE NORTH 04°19'08" EAST 62.24 FEET TO THE TRUE POINT OF BEGINNING; THENCE NORTH 04°19'08" EAST 151.53 FEET TO A POINT ON THE SOUTHERLY RIGHT-OF-WAY LINE OF PLAZA DEL SOL OF SAID TRACT NO. 53421; THENCE ALONG SAID LINE SOUTH 85°35'38" EAST 82.01 FEET TO A CURVE CONCAVE SOUTHWESTERLY HAVING A RADIUS OF 170.00 FEET; THENCE SOUTHEASTERLY ALONG SAID CURVE 248.15 FEET THROUGH A CENTRAL ANGLE OF 83°38'02"; THENCE LEAVING SAID RIGHT-OF-WAY LINE NORTH 85°40'52" WEST 250.73 FEETS TO THE TRUE POINT OF BEGINNING.

SAID LAND IS SHOWN AS “LOT 1” ON CERTIFICATE OF COMPLIANCE FOR LOT-LINE ADJUSTMENT PURSUANT TO PARCEL MAP EXEMPTION NO. AA-2004-6412-PMEX RECORDED MARCH 08, 2005 AS INSTRUMENT NO. 05-0524904 OF OFFICIAL RECORDS.

PARCEL 2:

LOT 3 OF TRACT OF TRACT NO. 53421, IN THE CITY OF LOS ANGELES, COUNTY OF LOS ANGELES, STATE OF CALIFORNIA, AS PER MAP RECORDED IN BOOK 1284, PAGES 56 THROUGH 62 INCLUSIVE OF MAPS, AND AS PER CERTIFICATE OF CORRECTION RECORDED ON NOVEMBER 02, 2010 AS INSTRUMENT NO. 20101573670 OF OFFICIAL RECORDS, BOTH IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY.

PARCEL 3:

LOT 7 OF TRACT OF TRACT NO. 53421, IN THE CITY OF LOS ANGELES, COUNTY OF LOS ANGELES, STATE OF CALIFORNIA, AS PER MAP RECORDED IN BOOK 1284, PAGES 56 THROUGH 62 INCLUSIVE OF MAPS, AND AS PER CERTIFICATE OF CORRECTION RECORDED ON NOVEMBER 02, 2010 AS INSTRUMENT NO. 20101573670 OF OFFICIAL RECORDS, BOTH IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY.

APN: 5173-029-907, 5173-029-911; 5173-029-947
ASSIGNMENT AND ASSUMPTION OF REGULATORY AGREEMENT

(TCAC #CA-2002-041)

THIS ASSIGNMENT AND ASSUMPTION OF REGULATORY AGREEMENT (this “Agreement”) is made as of _____________ 2021 (the “Effective Date”), by and between ALISO VILLAGE II HOUSING PARTNERS, L.P., a California limited partnership (“Assignor”) and HACLA PDS LLC, a California limited liability company (“Assignee”) and the California Tax Credit Allocation Committee (“TCAC”), with reference to the following facts:

RECITALS

A. WHEREAS, the Assignor is the owner of a leasehold interest in that certain real property located at 1300 Plaza Del Sol E Street, City of Los Angeles, County of Los Angeles, State of California (the “Property”), as more fully described in Exhibit A, attached hereto and made a part hereof;

B. WHEREAS, to facilitate the purchase, development and operation of the apartments located upon the Property (collectively, the “Project”), the Assignor received an allocation of low income housing tax credits from the TCAC (the “Tax Credits”);

C. WHEREAS, as a condition to the Tax Credits, the Assignor entered into that certain Regulatory Agreement dated as of July 22, 2002 (TCAC #CA-2002-041) and recorded on May 6, 2005, in the office of the County Recorder of Los Angeles County, California (the “Official Records”) as Instrument No. 05-1068312, of Official Records, as modified by that certain Amendment to Regulatory Agreement, dated July 22, 2023 recorded in the Official Records on June 12, 2006 as Instrument No. 06-1281073 (as amended, the “Regulatory Agreement”);

D. WHEREAS, the Assignor desires to distribute and transfer to the Assignee, the Assignor’s entire ownership interest in the Project, which distribution, conveyance and transfer requires the assumption by the Assignee of the rights, duties, and obligations of the Assignor under the Regulatory Agreement relating to the period from and after the Effective Date;

E. WHEREAS, the Assignee wishes to assume such obligations under the Regulatory Agreement; and

F. WHEREAS, the TCAC, in accordance with the Regulatory Agreement, is willing, by execution below, to consent to (i) the distribution and transfer of the Project to the Assignee
and (ii) the Assignee’s assumption of all obligations of the Assignor under the Regulatory Agreement as set forth herein.

NOW, THEREFORE, for good and valuable consideration, the sufficiency of which is hereby acknowledged, the parties hereby agree as follows:

AGREEMENT

1. **Recitals and Definitions.** The recitals set forth above are true and accurate and are incorporated herein by reference. All capitalized terms used herein and not otherwise defined herein shall have the respective meanings given to such terms in the Regulatory Agreement.

2. **Assignment, Assumption and Consent.** The Assignor hereby assigns and delegates to the Assignee, and Assignee hereby accepts and assumes from Assignor, all of the Assignor’s rights, title, interest and obligations under the Regulatory Agreement arising from and after the Effective Date, which rights and obligations are more particularly described in the Regulatory Agreement. Without limiting the foregoing, Assignee hereby agrees, for the benefit of Assignor and the TCAC, to perform all of the obligations under the Regulatory Agreement that relate to the Project arising from and after the Effective Date. TCAC consents to the assignment and delegation by Assignor, and the acceptance and assumption by Assignee, of such rights and obligations.

3. **Release.** The parties hereto agree that the Assignor shall be released from all liability for obligations to be performed under the Regulatory Agreement on and after the Effective Date but shall remain liable in accordance with the terms of the Regulatory Agreement for any obligation accruing prior to the Effective Date. The parties hereto acknowledge and agree that the TCAC does not hereby waive any of the provisions of the Regulatory Agreement and all of the terms, conditions, and provisions of the Regulatory Agreement shall remain in full force and effect.

4. **No Defaults.** The TCAC acknowledges and agrees that (i) there have been no defaults under the Regulatory Agreement and (iii) no event has occurred which, with the passage of time, the giving of notice or both, would constitute a default under the Regulatory Agreement or would entitle the TCAC to revoke any of the rights granted to the Assignor under the Regulatory Agreement.

5. **Notice.** All correspondence and notices given or required to be given to the Assignor under the Regulatory Agreement, from and after the Effective Date, shall be provided to the Assignee and shall be addressed as follows:

   **Assignee:**
   The Housing Authority of the City of Los Angeles
   2600 Wilshire Blvd., Third Floor
   Los Angeles, CA 90057
   Attention: Becky Churchill Clark, Esq., Senior Staff Attorney
6. **Successors and Assigns.** This Agreement applies to, inures to the benefit of, and binds all parties hereto and their respective successors and assigns.

7. **Counterparts.** This Agreement may be executed in multiple counterparts, all of which, when taken together, shall be deemed an original upon execution.

*Signature page follows*
IN WITNESS WHEREOF, the parties hereto have executed this Agreement on the day and year written above.

ASSIGNOR:

Aliso Village II Housing Partners, L.P., a California limited partnership

By: La Cienega LOMOD, Inc., a California nonprofit public benefit corporation, Its Managing General Partner

By: ________________________________

Tina Smith-Booth
President
ASSIGNEE:

HACLA PDS LLC, A California limited liability company

By: Housing Authority of the City of Los Angeles,
a public body, corporate and politic,
its sole member and manager

By: _____________________________

Douglas Guthrie
President and Chief Executive Officer

[signatures continue on next page]
TCAC:
CALIFORNIA TAX CREDIT ALLOCATION COMMITTEE

By: ___________________________
Anthony Zeto
Deputy Director

[end of signature]
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
County of _______________

On __________________________ before me, _______________________ (here insert name and title of the officer), personally appeared _________________________ who 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 signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the forgoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature _______________________________ (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
County of _______________

On __________________________ before me, _______________________ (here insert name and title of the officer), personally appeared _________________________ who 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 signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the forgoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature _______________________________ (Seal)
EXHIBIT A

Legal Description

PARCEL 1:

THOSE PORTIONS OF LOTS 6 AND 8, OF TRACT NO. 53421, IN THE CITY OF LOS ANGELES, COUNTY OF LOS ANGELES, STATE OF CALIFORNIA, AS PER MAP RECORDED IN BOOK 1284, PAGES 56 THROUGH 62 INCLUSIVE OF MAPS, AND AS PER CERTIFICATE OF CORRECTION RECORDED ON NOVEMBER 02, 2010 AS INSTRUMENT NO. 20101573670 OF OFFICIAL RECORDS, BOTH IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE 4 PUNCH MARKS ON THE MANHOLE RIM AT THE CENTERLINE INTERSECTION OF PLAZA DEL SOL AND VIA LAS VEGAS PER SAID TRACT MAP; THENCE ALONG THE CENTERLINE OF VIA LAS VEGAS NORTH 85°41'49" WEST 185.74 FEET; THENCE CONTINUING ALONG THE CENTERLINE OF VIA LAS VEGAS NORTH 83°24'45" WEST 93.26 FEET; THENCE NORTH 85°40'52" WEST 2.84 FEET; THENCE LEAVING SAID CENTERLINE NORTH 04°19'08" EAST 62.24 FEET TO THE TRUE POINT OF BEGINNING; THENCE NORTH 04°19'08" EAST 151.53 FEET TO A POINT ON THE SOUTHERLY RIGHT-OF-WAY LINE OF PLAZA DEL SOL OF SAID TRACT NO. 53421; THENCE ALONG SAID LINE SOUTH 85°35'38" EAST 82.01 FEET TO A CURVE CONCAVE SOUTHWESTERLY HAVING A RADIUS OF 170.00 FEET; THENCE SOUTHEASTERLY ALONG SAID CURVE 248.15 FEET THROUGH A CENTRAL ANGLE OF 83°38'02"; THENCE LEAVING SAID RIGHT-OF-WAY LINE NORTH 85°40'52" WEST 250.73 FEET TO THE TRUE POINT OF BEGINNING.

SAID LAND IS SHOWN AS "LOT 1" ON CERTIFICATE OF COMPLIANCE FOR LOT-LINE ADJUSTMENT PURSUANT TO PARCEL MAP EXEMPTION NO. AA-2004-6412-PMEX RECORDED MARCH 08, 2005 AS INSTRUMENT NO. 05-0524904 OF OFFICIAL RECORDS.

PARCEL 2:

LOT 3 OF TRACT OF TRACT NO. 53421, IN THE CITY OF LOS ANGELES, COUNTY OF LOS ANGELES, STATE OF CALIFORNIA, AS PER MAP RECORDED IN BOOK 1284, PAGES 56 THROUGH 62 INCLUSIVE OF MAPS, AND AS PER CERTIFICATE OF CORRECTION RECORDED ON NOVEMBER 02, 2010 AS INSTRUMENT NO. 20101573670 OF OFFICIAL RECORDS, BOTH IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY.

PARCEL 3:

LOT 7 OF TRACT OF TRACT NO. 53421, IN THE CITY OF LOS ANGELES, COUNTY OF LOS ANGELES, STATE OF CALIFORNIA, AS PER MAP RECORDED IN BOOK 1284, PAGES 56 THROUGH 62 INCLUSIVE OF MAPS, AND AS PER CERTIFICATE OF CORRECTION RECORDED ON NOVEMBER 02, 2010 AS INSTRUMENT NO. 20101573670 OF OFFICIAL RECORDS, BOTH IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY.

APN: 5173-029-907, 5173-029-911; 5173-029-947
ASSIGNMENT AND ASSUMPTION OF EASEMENT AGREEMENT

THIS ASSIGNMENT AND ASSUMPTION OF EASEMENT AGREEMENT (this “Agreement”) is made as of _____________ 2021 (the “Effective Date”), by and between ALISO VILLAGE II HOUSING PARTNERS, L.P., a California limited partnership ("Assignor") and HACLA PDS LLC, a California limited liability company ("Assignee") and the SUNWHEEL QALICB I LLC ("Sunwheel"), with reference to the following facts:

RECITALS

A. WHEREAS, the Assignor is the owner of a leasehold interest in that certain real property located at 1300 Plaza Del Sol E Street, City of Los Angeles, County of Los Angeles, State of California (the “Property”), as more fully described in Exhibit A, attached hereto and made a part hereof;

B. WHEREAS, Assignor and Sunwheel entered into that certain Easement Agreement Regarding Solar Panels recorded on May 6, 2005, in the office of the County Recorder of Los Angeles County, California (the “Official Records”) as Instrument No. 2012209377 of Official Records (the “Easement Agreement”);

C. WHEREAS, the Assignor desires to distribute and transfer to the Assignee, the Assignor’s entire interest in the Property, which distribution, conveyance and transfer requires the assumption by the Assignee of the rights, duties, and obligations of the Assignor under the Easement Agreement relating to the period from and after the Effective Date;

D. WHEREAS, the Assignee wishes to assume such obligations under the Easement Agreement; and

E. WHEREAS, the Sunwheel, in accordance with the Easement Agreement, is willing, by execution below, to consent to (i) the distribution and transfer of the Property to the Assignee and (ii) the Assignee’s assumption of all obligations of the Assignor under the Easement Agreement as set forth herein.

NOW, THEREFORE, for good and valuable consideration, the sufficiency of which is hereby acknowledged, the parties hereby agree as follows:
AGREEMENT

1. **Recitals and Definitions.** The recitals set forth above are true and accurate and are incorporated herein by reference. All capitalized terms used herein and not otherwise defined herein shall have the respective meanings given to such terms in the Easement Agreement.

2. **Assignment, Assumption and Consent.** The Assignor hereby assigns and delegates to the Assignee, and Assignee hereby accepts and assumes from Assignor, all of the Assignor’s rights, title, interest and obligations under the Easement Agreement arising from and after the Effective Date, which rights and obligations are more particularly described in the Easement Agreement. Sunwheel consents to the assignment and delegation by Assignor, and the acceptance and assumption by Assignee, of such rights and obligations.

3. **Release.** The parties hereto agree that the Assignor shall be released from all liability for obligations to be performed under the Easement Agreement on and after the Effective Date but shall remain liable in accordance with the terms of the Easement Agreement for any obligation accruing prior to the Effective Date.

4. **No Defaults.** Sunwheel acknowledges and agrees that (i) there have been no defaults under the Easement Agreement and (iii) no event has occurred which, with the passage of time, the giving of notice or both, would constitute a default under the Easement Agreement or would entitle the Sunwheel to revoke any of the rights granted to the Assignor under the Easement Agreement.

5. **Notice.** All correspondence and notices given or required to be given to the Assignor under the Easement Agreement, from and after the Effective Date, shall be provided to the Assignee and shall be addressed as follows:

   **Assignee:** The Housing Authority of the City of Los Angeles  
   2600 Wilshire Blvd., Third Floor  
   Los Angeles, CA 90057  
   Attention: Becky Churchill Clark, Esq., Senior Staff Attorney

6. **Successors and Assigns.** This Agreement applies to, inures to the benefit of, and binds all parties hereto and their respective successors and assigns.

7. **Counterparts.** This Agreement may be executed in multiple counterparts, all of which, when taken together, shall be deemed an original upon execution.

   [Signature page follows]
IN WITNESS WHEREOF, the parties hereto have executed this Agreement on the day and year written above.

ASSIGNOR:

Aliso Village II Housing Partners, L.P., a California limited partnership

By: La Cienega LMOD, Inc., a California nonprofit public benefit corporation, Its Managing General Partner

By: ___________________________
   Tina Smith-Booth
   President
ASSIGNEE:

HACLA PDS LLC, A California limited liability company

By: Housing Authority of the City of Los Angeles,
a public body, corporate and politic,
its sole member and manager

By: _____________________________
Douglas Guthrie
President and Chief Executive Officer

[signatures continue on next page]
Sunwheel:

SUNWHEEL QALICB I LLC,
A Missouri limited liability company

By: Sunwheel Energy Partners Corp.,
A Missouri corporation, its Managing Member

By: _________________________
Name: _________________________
Its: _________________________

[end of signature]
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
County of _______________

On __________________________ before me, _______________________ (here insert name and title of the officer), personally appeared _________________________ who 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 signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the forgoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature _______________________________ (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
County of _______________

On __________________________ before me, _______________________ (here insert name and title of the officer), personally appeared _________________________ who 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 signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature _______________________________ (Seal)
EXHIBIT A

Legal Description

PARCEL 1:

THOSE PORTIONS OF LOTS 6 AND 8, OF TRACT NO. 53421, IN THE CITY OF LOS ANGELES, COUNTY OF LOS ANGELES, STATE OF CALIFORNIA, AS PER MAP RECORDED IN BOOK 1284, PAGES 56 THROUGH 62 INCLUSIVE OF MAPS, AND AS PER CERTIFICATE OF CORRECTION RECORDED ON NOVEMBER 02, 2010 AS INSTRUMENT NO. 20101573670 OF OFFICIAL RECORDS, BOTH IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE 4 PUNCH MARKS ON THE MANHOLE RIM AT THE CENTERLINE INTERSECTION OF PLAZA DEL SOL AND VIA LAS VEGAS PER SAID TRACT MAP; THENCE ALONG THE CENTERLINE OF VIA LAS VEGAS NORTH 85°41'49" WEST 185.74 FEET; THENCE CONTINUING ALONG THE CENTERLINE OF VIA LAS VEGAS NORTH 83°24'45" WEST 93.26 FEET; THENCE NORTH 85°40'52" WEST 2.84 FEET; THENCE LEAVING SAID CENTERLINE NORTH 04°19'08" EAST 62.24 FEET TO THE TRUE POINT OF BEGINNING; THENCE NORTH 04°19'08" EAST 151.53 FEET TO A POINT ON THE SOUTHERLY RIGHT-OF-WAY LINE OF PLAZA DEL SOL OF SAID TRACT NO. 53421; THENCE ALONG SAID LINE SOUTH 85°35'38" EAST 82.01 FEET TO A CURVE CONCAVE SOUTHWESTERLY HAVING A RADIUS OF 170.00 FEET; THENCE SOUTHEASTERLY ALONG SAID CURVE 248.15 FEET THROUGH A CENTRAL ANGLE OF 83°38'02"; THENCE LEAVING SAID RIGHT-OF-WAY LINE NORTH 85°40'52" WEST 250.73 FEET TO THE TRUE POINT OF BEGINNING.

SAID LAND IS SHOWN AS “LOT 1” ON CERTIFICATE OF COMPLIANCE FOR LOT-LINE ADJUSTMENT PURSUANT TO PARCEL MAP EXEMPTION NO. AA-2004-6412-PMEX RECORDED MARCH 08, 2005 AS INSTRUMENT NO. 05-0524904 OF OFFICIAL RECORDS.

PARCEL 2:

LOT 3 OF TRACT OF TRACT NO. 53421, IN THE CITY OF LOS ANGELES, COUNTY OF LOS ANGELES, STATE OF CALIFORNIA, AS PER MAP RECORDED IN BOOK 1284, PAGES 56 THROUGH 62 INCLUSIVE OF MAPS, AND AS PER CERTIFICATE OF CORRECTION RECORDED ON NOVEMBER 02, 2010 AS INSTRUMENT NO. 20101573670 OF OFFICIAL RECORDS, BOTH IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY.

PARCEL 3:

LOT 7 OF TRACT OF TRACT NO. 53421, IN THE CITY OF LOS ANGELES, COUNTY OF LOS ANGELES, STATE OF CALIFORNIA, AS PER MAP RECORDED IN BOOK 1284, PAGES 56 THROUGH 62 INCLUSIVE OF MAPS, AND AS PER CERTIFICATE OF CORRECTION RECORDED ON NOVEMBER 02, 2010 AS INSTRUMENT NO. 20101573670 OF OFFICIAL RECORDS, BOTH IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY.

APN: 5173-029-907, 5173-029-911; 5173-029-947
RESOLUTION AUTHORIZING LA CIENEGA LOMOD, INC., IN ITS CAPACITY AS THE MANAGING GENERAL PARTNER OF ALISO VILLAGE II HOUSING PARTNERS, L.P. (“AVHP II PARTNERSHIP”), TO HAVE THE AVHP II PARTNERSHIP ENTER INTO A REDEMPTION AGREEMENT WITH RELATED/ALISO DEVELOPMENT CO., LLC AND AN ASSIGNMENT OF DISTRIBUTION AGREEMENT WITH HACLA PDS LLC; EXECUTE DOCUMENTS REQUIRED FOR THE INTERIM TRANSFER OF THE MIXED-FINANCE PROJECT TO HACLA PDS LLC AND ANY OTHER RELATED DOCUMENTS AND AGREEMENTS; AND UNDERTAKE VARIOUS ACTIONS IN CONNECTION THERewith, ALL AS APPROVED BY LEGAL COUNSEL.