

**ASSIGNMENT OF PLANS, REPORTS AND DATA**

**(MISSION HERITAGE)**

FOR VALUE RECEIVED, and subject to the rights of any senior lender, MISSION HERITAGE LP, a California limited partnership ("**Borrower**"), does hereby assign, pledge, transfer and set over to the HOUSING AUTHORITY OF THE CITY OF RIVERSIDE, a public body corporate and politic (the "**Authority**"), all of its rights, title and interest in and to the following (collectively, the "**Plans, Reports and Data**"): any and all plans, drawings, studies, reports and related documents concerning the Property, and all amendments, modifications, supplements, general conditions and addenda thereto, including, without limitation, Environmental Reports, all architectural and engineering plans, any architect's agreement entered into hereafter ("**Architect's Agreement**") by and between Borrower and any architect engaged to perform services with respect to the Property ("**Architect**") and those certain plans and specifications referred to therein, and all amendments, modifications, supplements, general conditions and addenda thereto (collectively, "**Architectural Plans**") prepared by Architect for the account of Borrower in connection with the development of certain real property located in the City of Riverside, County of Riverside, State of California more particularly described on Exhibit A attached hereto (the "**Property**"). The Plans, Reports and Data, including, without limitation, the Architect's Agreement and the Architectural Plans, are hereby assigned as collateral security for certain indebtedness of Borrower to Authority evidenced by that certain Authority Promissory Note ("**Authority Promissory Note**") of even date herewith in the principal amount of \$3,000,000 (the "**Authority Loan**"). The Authority Loan is made pursuant to that certain Loan Agreement, entered into by and between Borrower and Authority dated for identification purposes only as of \_\_\_\_\_, 2017 (the "**Loan Agreement**"). All capitalized terms not defined herein shall have the meaning set forth in the Loan Agreement. For purposes hereof, "Environmental Reports" means any "Phase 1" and/or "Phase 2" investigations of the Property and all final reports and test results (not including drafts) provided by Developer's environmental consultant, if any.

Upon the occurrence and continuance of an Event of Default under the Loan Agreement beyond any applicable notice and cure period, the Authority Promissory Note or any other document relating to the Authority Loan (collectively, the "**Authority Loan Documents**"), the Authority shall have the right, but not the obligation, prior to the recordation of that certain Release of Construction Covenants to be entered into by and between the Authority and Borrower, at any time, in its own name or in the name of Borrower, or otherwise, to take such action as Authority may at any time or from time to time determine to be necessary or desirable in order to cure any default by Borrower under the Architect's Agreement, including, without limitation, the protection of Borrower's rights with respect to the Architectural Plans or to protect the rights of Borrower thereunder. Authority shall not incur any liability if any action taken by Authority or on its behalf in good faith, pursuant to the foregoing sentence, shall prove to be, in whole or in part, inadequate or invalid, and Borrower hereby indemnifies and agrees to hold Authority harmless from and against any and all loss, claim, demand, cost, liability, damage or expense, including, without limitation, reasonable attorneys' fees and expenses in connection with any

such action or actions, except to the extent resulting from the negligence or misconduct of the Authority. Borrower agrees to have each architect engaged to perform services in connection with the Property execute a Consent in the form attached hereto.

Upon the occurrence and continuance of an Event of Default under the Loan Agreement, the Authority may exercise its rights hereunder and take possession of and title to the Plans, Reports and Data, including, without limitation, all architectural plans and the Architect's Agreement. Authority shall notify Borrower in writing of its exercise of its rights hereunder in accordance with the notice provisions set forth in the Loan Agreement. Borrower shall deliver possession of and title to the Plans, Reports and Data to Authority within forty-eight (48) hours of receipt of Authority's written notice.

Borrower and Architect, by executing the Consent to this Assignment, agree that the Authority does not assume any of Borrower's obligations or duties concerning the Architect's Agreement and the Architectural Plans, including, but not limited to, the obligation to pay for the preparation of the Architect's Agreement and the Architectural Plans, until and unless Authority shall exercise its rights hereunder.

Except for an Assignment to the senior lender, Borrower hereby represents and warrants to Authority that no previous assignment of its interest in the Plans, Reports and Data, including, without limitation, the Architect's Agreement and the Architectural Plans, has been made, and Borrower agrees not to assign, sell, pledge, transfer, mortgage or otherwise encumber its interest in the Plans, Reports and Data, including, without limitation, the Architect's Agreement and the Architectural Plans, so long as this Assignment is in effect.

This Assignment shall be binding upon and inure to the benefit of the heirs, legal representatives, assigns, or successors in interest of the Borrower and Authority.

*[Signatures Appear on the Following Page]*

IN WITNESS WHEREOF, Borrower has caused this Assignment of Plans, Reports and Data to be executed as of \_\_\_\_\_, 2017.

**BORROWER:**

Mission Heritage LP,  
a California limited partnership

By: Wakeland Mission Heritage LLC,  
a California limited liability company,  
its General Partner

By: Wakeland Housing and Development Corporation,  
a California nonprofit public benefit corporation  
its Sole Member and Manager

By: \_\_\_\_\_  
Kenneth L. Sauder

By: \_\_\_\_\_, LLC,  
a \_\_\_\_\_ limited liability company,  
its General Partner

By: Fair Housing Council of Riverside County,  
a California nonprofit public benefit corporation  
[its sole member and manager]

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Its: \_\_\_\_\_

CONSENT TO ASSIGNMENT OF PLANS,  
REPORTS AND DATA

The undersigned has prepared the Architectural Plans and hereby consents to the assignment and other conditions set forth in the above Assignment of Plans, Reports and Data. The undersigned also agrees that in the event of a breach by Borrower of any of the terms and conditions of the Architect's Agreement or any other agreement entered into with the undersigned in connection with the Architectural Plans, that so long as Borrower's interest in the Plans is assigned to Authority, the undersigned will give written notice to Authority of such breach. Authority shall have sixty (60) days from the receipt of such notice of default to remedy or cure said default; provided, however, nothing herein shall require Authority to cure said default, Authority shall only have the option to do so.

The undersigned also agrees that in the event of default by Borrower under any of the documents or instruments entered into in connection with the Loan Agreement, the undersigned, at Authority's request, shall continue performance under the Architect's Agreement in accordance with the terms hereof, provided that the undersigned shall be reimbursed in accordance with the Architect's Agreement for all services rendered on Authority's behalf.

Dated: \_\_\_\_\_

ARCHITECT:

\_\_\_\_\_

By: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

EXHIBIT A

LEGAL DESCRIPTION

DRAFT