



**ASSIGNMENT OF DEPOSIT ACCOUNT
RHA LOAN PROCEEDS ACCOUNT**

Dated as of February 1, 2025

RIALTO HOUSING AUTHORITY, a public body, corporate and politic, whose address is 150 S. Palm Avenue, Rialto, CA 92376 (the "Assignor") pledges, assigns, transfers and grants a security interest to JPMORGAN CHASE BANK, N.A., whose address is Chase Community Development Banking, 560 Mission Street, Floor 4, San Francisco, CA 94105 (together with its successors and assigns, "Bank") in the Account (as defined below) owned by Assignor, all of the Account in which Assignor has rights or power to transfer rights and all of the Account in which Assignor later acquires ownership, other rights or the power to transfer rights. "Account" means each and all of Account No. [_____], any interest, additions and proceeds due or to become due on the Account and any substitutions, which Account is held at JPMorgan Chase Bank, N.A. (together with its successors and assigns, "Financial Institution") and includes all of the above described deposits, deposit accounts, payment intangibles, financial assets and other obligations of Financial Institution, whether they are deposit accounts, negotiable or non-negotiable or book entry certificates of deposit, book entry investment time deposits, savings accounts, money market accounts, transaction accounts, time deposits, negotiable order of withdrawal accounts, share draft accounts, demand deposit accounts, instruments, general intangibles, chattel paper or otherwise, and all funds held in or represented by any of the foregoing, and any successor Account howsoever numbered, and all Accounts issued in renewal, extension or increase or decrease of or replacement or substitution for any of the foregoing; and all promissory notes, checks, cash, certificates of deposit, passbooks, deposit receipts, instruments, certificates and other records from time to time representing or evidencing the Account described above and any supporting obligations relating to any of the foregoing property.

This Assignment secures the payment and performance of the Liabilities.

Control Agreement with Financial Institution and Power of Attorney. This Assignment is Assignor's authentication of an irrevocable instruction to that financial institution or issuer now or hereafter maintaining the Account to follow Bank's instructions with respect to any of the Account without Assignor's further consent concerning (1) the payment or reinvestment of cash dividends, dividends or distributions and (2) the redemption, transfer, sale or any other disposition or transaction concerning the Account or the income and principal proceeds, substitutions and reinvestment of Account and (3) any other matter relating to the Account. Bank is given an irrevocable power of attorney coupled with an interest that survives death or disability of Assignor to execute any control agreement in Assignor's name with Financial Institution or other institution or issuer in form and substance satisfactory to Bank and to perform any obligation of Assignor under this Assignment. Assignor also irrevocably authorizes and directs each financial institution or issuer including Financial Institution to send all notices, statements and all other communications concerning the Account to Bank upon request of Bank. Bank is authorized at any time to restyle the Account or any portion thereof in its name or its nominee's name. Each financial institution and issuer, including Financial Institution, is directed to follow all of Bank's instructions without investigating the reason for any action taken by Bank or the existence of any default and may rely on the instructions of Bank without any liability to Assignor. The rights and powers granted to Bank in this Assignment are powers coupled with an interest and will neither be affected by the death, dissolution, termination of existence or bankruptcy of the undersigned nor by the lapse of time.

Liabilities. The term "Liabilities" in this Assignment means all debts, obligations, indebtedness and liabilities of every kind and character of Assignor whether individual, joint and several, contingent or otherwise, now or hereafter existing in favor of Bank including without limitation, all liabilities, interest, costs and fees, arising under or from any note, open account, overdraft, credit card, lease, Rate Management Transaction, letter of credit application, endorsement, surety agreement, guaranty, acceptance, foreign exchange contract or depository service contract, whether payable to Bank or to a

third party and subsequently acquired by Bank, any monetary obligations (including interest) incurred or accrued during the pendency of any bankruptcy, insolvency, receivership or other similar proceedings, regardless of whether allowed or allowable in such proceeding, and all renewals, extensions, modifications, consolidations, rearrangements, restatements, replacements or substitutions of any of the foregoing. The term "Rate Management Transaction" in this Assignment means any transaction (including an agreement with respect thereto) that is a rate swap, basis swap, forward rate transaction, commodity swap, commodity option, equity or equity index swap, equity or equity index option, bond option, interest rate option, foreign exchange transaction, cap transaction, floor transaction, collar transaction, forward transaction, currency swap transaction, cross-currency rate swap transaction, currency option, derivative transaction or any other similar transaction (including any option with respect to any of these transactions) or any combination thereof, whether linked to one or more interest rates, foreign currencies, commodity prices, equity prices or other financial measures.

Representations, Warranties and Covenants. Assignor represents warrants and covenants that it will not withdraw any moneys from the Account and that it has not and will not assign the Account or any part of it. The passbook, certificate or other evidence of the Account has been delivered to Bank. If at any time any part of the Account includes an International Banking Facility Time Deposit (as defined in Regulation D of the Board of Governors of the Federal Reserve System), any extensions of credit made by Bank in reliance on this Assignment and that part of the Account shall be used only to support the undersigned's non-U.S. activities and that of its foreign affiliates.

Default/Remedies. If any of the Liabilities are not paid at maturity, whether by acceleration or otherwise, or if an event of default or default occurs, under the terms of any agreement related to any of the Liabilities, then Bank shall have the right immediately, without notice, at Bank's option, to withdraw (even if an early withdrawal penalty is imposed as a result) all or any portion of the Account and apply those moneys to the Liabilities whether or not the Liabilities have been declared to be due and owing, provided that, to the extent any Liabilities consist of extensions of credit to the Assignor by the issuance of letters of credit or other like obligations of Bank to third parties which have not then been utilized, such proceeds shall be held by Bank in a cash collateral account as security for the Liabilities.

Miscellaneous. Assignor consents to any extension, postponement or renewal of any Liabilities, the release or discharge of all or any part of any security for the Liabilities, and the release or discharge or suspension of any rights and remedies against any person who may be liable for any of the Liabilities. Bank does not have to look to any other right, any other collateral, or any other person for payment before it exercises its rights under this Assignment. Assignor's obligations to Bank under this Assignment are not subject to any condition, precedent or subsequent. If more than one person or entity signs this Assignment as Assignor, their obligations, covenants, representations and warranties are joint and several and the Account includes any property that is owned by any one or more, individually or jointly with any other person or entity. This Assignment is binding on Assignor and its heirs, successors and assigns, and is for the benefit of Bank and its successors and assigns. The use of section headings shall not limit the provisions of this Assignment. Assignor authorizes Bank to take whatever actions, and to execute any agreement, document or instrument, which Bank deems necessary or desirable to accomplish the purposes of this Assignment. A carbon, photographic or other reproduction of this Assignment is sufficient as, and can be filed as, a financing statement. Bank is irrevocably appointed Assignor's attorney-in-fact to execute any financing statement on Assignor's behalf covering the Account. Assignor authorizes Bank to file one or more financing statements related to the security interests created by this Assignment and further authorizes Bank, instead of Assignor, to sign such financing statements.

Assignment in Addition to Other Assignments. This Assignment is in addition to and not in substitution or replacement of any other assignment executed by Assignor in favor of Bank, and Bank's rights under this Assignment and any such other assignment are cumulative.

Governing Law and Venue. This Assignment shall be governed by and construed in accordance with the laws of the State of California (without giving effect to its laws of conflicts), and to the extent applicable, federal law, except to the extent that the laws regarding the perfection and priority of security interests of the state(s) in which either Assignor or any property securing the Liabilities is located, are

applicable. Assignor agrees that any legal action or proceeding with respect to any of its obligations under this Assignment may be brought by Bank in any state or federal court located in the State of California, as Bank in its sole discretion may elect. By the execution and delivery of this Assignment, Assignor submits to and accepts, for itself and in respect of its property, generally and unconditionally, the non-exclusive jurisdiction of those courts. Assignor waives any claim that the State of California is not a convenient forum or the proper venue for any such suit, action or proceeding.

WAIVER OF SPECIAL DAMAGES. TO THE EXTENT PERMITTED BY APPLICABLE LAW, ASSIGNOR SHALL NOT ASSERT, AND HEREBY WAIVES, ANY CLAIM AGAINST BANK, ON ANY THEORY OF LIABILITY, FOR SPECIAL, INDIRECT, CONSEQUENTIAL OR PUNITIVE DAMAGES (AS OPPOSED TO DIRECT OR ACTUAL DAMAGES) ARISING OUT OF, IN CONNECTION WITH, OR AS A RESULT OF, THIS ASSIGNMENT OR ANY AGREEMENT OR INSTRUMENT CONTEMPLATED HEREBY.

WAIVER OF JURY TRIAL; JUDICIAL REFERENCE. EACH OF ASSIGNOR AND BANK (FOR ITSELF AND ITS SUCCESSORS, ASSIGNS AND PARTICIPANTS) HEREBY WAIVES, TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, ANY RIGHT IT MAY HAVE TO A TRIAL BY JURY IN ANY LEGAL PROCEEDING DIRECTLY OR INDIRECTLY ARISING OUT OF OR RELATING TO THIS ASSIGNMENT OR THE TRANSACTIONS CONTEMPLATED HEREBY (WHETHER BASED ON CONTRACT, TORT OR ANY OTHER THEORY). ASSIGNOR AND BANK EACH (A) CERTIFIES THAT NO REPRESENTATIVE, AGENT OR ATTORNEY OF ANY OTHER PARTY HAS REPRESENTED, EXPRESSLY OR OTHERWISE, THAT SUCH OTHER PARTY WOULD NOT, IN THE EVENT OF LITIGATION, SEEK TO ENFORCE THE FOREGOING WAIVER AND (B) ACKNOWLEDGES THAT IT AND THE OTHER PARTIES HERETO HAVE BEEN INDUCED TO ENTER INTO THIS AGREEMENT BY, AMONG OTHER THINGS, THE MUTUAL WAIVERS AND CERTIFICATIONS IN THIS SECTION.

IN THE EVENT ANY LEGAL PROCEEDING IS FILED IN A COURT OF THE STATE OF CALIFORNIA (THE "COURT") BY OR AGAINST ANY PARTY HERETO IN CONNECTION WITH ANY CONTROVERSY, DISPUTE OR CLAIM DIRECTLY OR INDIRECTLY ARISING OUT OF OR RELATING TO THIS AGREEMENT OR THE TRANSACTIONS CONTEMPLATED HEREBY (WHETHER BASED ON CONTRACT, TORT OR ANY OTHER THEORY) (EACH, A "CLAIM") AND THE WAIVER SET FORTH IN THE PRECEDING PARAGRAPH IS NOT ENFORCEABLE IN SUCH ACTION OR PROCEEDING, THE PARTIES HERETO AGREE AS FOLLOWS:

1. WITH THE EXCEPTION OF THE MATTERS SPECIFIED IN SECTION 2 BELOW, ANY CLAIM WILL BE DETERMINED BY A GENERAL REFERENCE PROCEEDING IN ACCORDANCE WITH THE PROVISIONS OF CALIFORNIA CODE OF CIVIL PROCEDURE SECTIONS 638 THROUGH 645.1. THE PARTIES INTEND THIS GENERAL REFERENCE AGREEMENT TO BE SPECIFICALLY ENFORCEABLE IN ACCORDANCE WITH CALIFORNIA CODE OF CIVIL PROCEDURE SECTION 638. EXCEPT AS OTHERWISE PROVIDED IN THE FACILITY DOCUMENTS, VENUE FOR THE REFERENCE PROCEEDING WILL BE IN THE STATE OR FEDERAL COURT IN THE COUNTY OR DISTRICT WHERE VENUE IS OTHERWISE APPROPRIATE UNDER APPLICABLE LAW.

2. THE FOLLOWING MATTERS SHALL NOT BE SUBJECT TO A GENERAL REFERENCE PROCEEDING: (A) NON-JUDICIAL FORECLOSURE OF ANY SECURITY INTERESTS IN REAL OR PERSONAL PROPERTY, (B) EXERCISE OF SELF-HELP REMEDIES (INCLUDING, WITHOUT LIMITATION, SET-OFF), (C) APPOINTMENT OF A RECEIVER AND (D) TEMPORARY, PROVISIONAL OR ANCILLARY REMEDIES (INCLUDING, WITHOUT LIMITATION, WRITS OF ATTACHMENT, WRITS OF POSSESSION, TEMPORARY RESTRAINING ORDERS OR PRELIMINARY INJUNCTIONS). THIS AGREEMENT DOES NOT LIMIT THE RIGHT OF ANY PARTY TO EXERCISE OR OPPOSE ANY OF THE RIGHTS AND REMEDIES DESCRIBED IN CLAUSES (A) - (D) AND ANY SUCH EXERCISE OR OPPOSITION DOES NOT WAIVE THE RIGHT OF ANY PARTY TO A REFERENCE PROCEEDING PURSUANT TO THIS AGREEMENT.

3. UPON THE WRITTEN REQUEST OF ANY PARTY, THE PARTIES SHALL SELECT A SINGLE REFEREE, WHO SHALL BE A RETIRED JUDGE OR JUSTICE. IF THE PARTIES DO NOT

AGREE UPON A REFEREE WITHIN TEN (10) DAYS OF SUCH WRITTEN REQUEST, THEN, ANY PARTY MAY REQUEST THE COURT TO APPOINT A REFEREE PURSUANT TO CALIFORNIA CODE OF CIVIL PROCEDURE SECTION 640(B).

4. ALL PROCEEDINGS AND HEARINGS CONDUCTED BEFORE THE REFEREE, EXCEPT FOR TRIAL, SHALL BE CONDUCTED WITHOUT A COURT REPORTER, EXCEPT WHEN ANY PARTY SO REQUESTS, A COURT REPORTER WILL BE USED AND THE REFEREE WILL BE PROVIDED A COURTESY COPY OF THE TRANSCRIPT. THE PARTY MAKING SUCH REQUEST SHALL HAVE THE OBLIGATION TO ARRANGE FOR AND PAY COSTS OF THE COURT REPORTER, PROVIDED THAT SUCH COSTS, ALONG WITH THE REFEREE'S FEES, SHALL ULTIMATELY BE BORNE BY THE PARTY WHO DOES NOT PREVAIL, AS DETERMINED BY THE REFEREE.

5. THE REFEREE MAY REQUIRE ONE OR MORE PREHEARING CONFERENCES. THE PARTIES HERETO SHALL BE ENTITLED TO DISCOVERY, AND THE REFEREE SHALL OVERSEE DISCOVERY IN ACCORDANCE WITH THE RULES OF DISCOVERY, AND MAY ENFORCE ALL DISCOVERY ORDERS IN THE SAME MANNER AS ANY TRIAL COURT JUDGE IN PROCEEDINGS AT LAW IN THE STATE OF CALIFORNIA. THE REFEREE SHALL APPLY THE RULES OF EVIDENCE APPLICABLE TO PROCEEDINGS AT LAW IN THE STATE OF CALIFORNIA AND SHALL DETERMINE ALL ISSUES IN ACCORDANCE WITH APPLICABLE STATE AND FEDERAL LAW. THE REFEREE SHALL BE EMPOWERED TO ENTER EQUITABLE AS WELL AS LEGAL RELIEF AND RULE ON ANY MOTION WHICH WOULD BE AUTHORIZED IN A TRIAL, INCLUDING, WITHOUT LIMITATION, MOTIONS FOR DEFAULT JUDGMENT OR SUMMARY JUDGMENT. THE REFEREE SHALL REPORT HIS DECISION, WHICH REPORT SHALL ALSO INCLUDE FINDINGS OF FACT AND CONCLUSIONS OF LAW.

6. THE PARTIES RECOGNIZE AND AGREE THAT ALL CLAIMS RESOLVED IN A GENERAL REFERENCE PROCEEDING PURSUANT HERETO WILL BE DECIDED BY A REFEREE AND NOT BY A JURY.

7. IN THE EVENT OF ANY INCONSISTENCY BETWEEN THE PROVISIONS OF THIS SECTION AND ANY OTHER PROVISION OF THE FACILITY DOCUMENTS, THIS SECTION WILL CONTROL.

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ASSIGNOR:

RIALTO HOUSING AUTHORITY, a public body, corporate and politic

By: _____
Tanya Williams, Interim Executive Director

ATTEST:

Barbara A. McGee, Authority Secretary

APPROVED AS TO FORM:

Eric S. Vail, Authority Counsel

BANK AND FINANCIAL INSTITUTION:

JPMORGAN CHASE BANK, N.A.,
a national banking association

By: _____
James Vossoughi
Its: Authorized Officer

[Signature page for Assignment of Deposit Account – RHA Loan Proceeds Account]