

RECORDING REQUESTED BY AND WHEN
RECORDED MAIL DOCUMENT TO:

Strategy Law, LLP
1 Almaden Boulevard, Suite 700
San Jose, California 95113
Attention: Frank MaioranaTom Lofaro

APNs: 404-730-005 & 404-730-010

(Space Above Line for Recorder's Use Only)

**ASSIGNMENT AND ASSUMPTION AGREEMENT OF
LAND USE AGREEMENTS AND PROJECT APPROVALS
THE DYLAN / 2200 JOHN MUIR PARKWAY, HERCULES, CALIFORNIA**

This **ASSIGNMENT AND ASSUMPTION AGREEMENT OF LAND USE AGREEMENTS AND PROJECT APPROVALS** (this “**Agreement**”) is made and entered into for reference purposes as of [REDACTED], 2026, to be effective as of the Effective Date (as defined in Section 1.4 hereof), by and between **HERCULES BLOCK Q&R DEVELOPMENT PARTNERS LP**, a Delaware limited partnership (“**Assignor**” or “**Seller**”), and **IEC RT VI HOLDINGS, LLC**, a Delaware limited liability company (“**Assignee**” or “**Purchaser**”).

RECITALS

A. Assignor is the owner of that certain real property located in the City of Hercules (the “**City**”), County of Contra Costa, State of California, commonly known as The Dylan, 2200 John Muir Parkway, Hercules, California, and more particularly described in Exhibit 1 attached hereto and incorporated herein (the “**Property**”).

B. Assignor and Assignee are parties to that certain Purchase and Sale Agreement and Joint Escrow Instructions concerning The Dylan, dated as of July 2, 2026 (the “**PSA**”), pursuant to which Assignor agreed to sell, and Assignee agreed to acquire, the Property and certain rights, approvals, entitlements, intangibles, and related property interests associated with the Property.

C. The Property is improved with a multifamily residential rental project commonly known as The Dylan.

D. Hercules Bayfront, LLC, a Delaware limited liability company (“**Original Owner**”), and the City entered into that certain Vesting Development Agreement, dated March 14, 2012, and recorded in the Official Records of Contra Costa County (“**Official Records**”) on June 15, 2012, as Instrument No. 2012-0142851 (the “**Vesting Development Agreement**” or “**VDA**”).

E. Original Owner and the City entered into that certain Implementing Development Agreement for the Hercules Bayfront Project, dated March 14, 2012, and recorded in the Official Records on June 15, 2012, as Instrument No. 2012-0142855 (the “**Implementing Development Agreement**” or “**IDA**”).

F. Original Owner assigned certain entitlements and related rights pursuant to that certain Assignment of Entitlements recorded in the Official Records on August 10, 2016, as Instrument No. 2016-0160279 (the “**Assignment of Entitlements**”).

G. Original Owner assigned, and Hercules Development Partners LP accepted and assumed, certain rights and obligations under the IDA and VDA pursuant to that certain Assignment and Assumption Agreement Implementing Development Agreement recorded in the Official Records on August 10, 2016, as Instrument No. 2016-0160280, and that certain Assignment and Assumption Agreement Vesting Development Agreement recorded in the Official Records on August 10, 2016, as Instrument No. 2016-0160281.

H. Assignor and the City entered into that certain Affordable Housing Plan Implementation Agreement recorded in the Official Records on August 5, 2021, as Instrument No. 2021-0219183 (the “**AHPIA**”).

I. Assignor and the City entered into that certain Affordable Housing Covenant recorded in the Official Records on August 5, 2021, as Instrument No. 2021-0219184 (the “**Affordable Housing Covenant**” or “**AHC**”).

J. The City and Hercules Land Partners, LP entered into that certain Bayfront Project Parking Operations Agreement made as of June 27, 2023, and recorded in the Official Records on July 27, 2023, as Document No. 2023-0072068 (the “**Parking Operations Agreement**”).

K. The IDA, VDA, Assignment of Entitlements, AHPIA, AHC, Parking Operations Agreement, and any other City-issued, City-approved, or City-administered approvals, entitlements, permits, maps, development rights, project approvals, affordable housing approvals, parking approvals, operating memoranda, compliance determinations, or implementing documents affecting the Property are collectively referred to herein as the “**Land Use Agreements and Project Approvals**.” The instruments and approvals included in the Land Use Agreements and Project Approvals are described on Exhibit 2 attached hereto.

L. Contemporaneously with the conveyance of the Property from Assignor to Assignee, Assignor desires to assign to Assignee, and Assignee desires to accept and assume, all of Assignor’s right, title, and interest in and to the Land Use Agreements and Project Approvals with respect to the Property arising on or after the Effective Date, including, without limitation, all development rights, entitlement rights, approvals, permits, maps, affordable housing rights and obligations, parking rights and obligations, credits, reimbursement rights, fee offsets, and related rights applicable to the Property (collectively, the “**Property Rights and Obligations**”).

M. The City is joining in this Agreement solely for the purpose of evidencing its consent and agreement to the assignment and assumption of the Property Rights and Obligations as set forth in the City of Hercules’s Consent and Agreement attached hereto.

N. Pursuant to the applicable provisions of the Land Use Agreements and Project Approvals, the City Council approved the assignment and assumption of the Property Rights and Obligations to Assignee as provided herein on [REDACTED], 2026, by Resolution No. [REDACTED].

NOW THEREFORE, in consideration of these promises, and of the agreements, covenants and conditions contained in this Agreement and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

ARTICLE 1

ASSIGNMENT AND ASSUMPTION OF PROPERTY RIGHTS AND OBLIGATIONS

1.1 Incorporation of Recitals.

The recitals set forth above are incorporated by this reference and deemed a part of this Agreement, although they create no affirmative obligations on Assignor or Assignee except to the extent expressly set forth in the operative provisions of this Agreement.

1.2 Assignment.

As of the Effective Date (as defined in Section 1.4 below), Assignor assigns to Assignee, without representation or warranty except as expressly provided in the PSA, all of Assignor's right, title, and interest in and to the Property Rights and Obligations. Nothing contained in this Agreement shall be construed to expand, amend, or modify the Land Use Agreements and Project Approvals or to grant Assignee any rights in excess of the rights applicable to the Property under the Land Use Agreements and Project Approvals.

1.3 Assumption.

As of the Effective Date, Assignee accepts Assignor's assignment of the Property Rights and Obligations and assumes the obligations under the Land Use Agreements and Project Approvals with respect to the Property first arising on or after the Effective Date. From and after the Effective Date, Assignee shall keep and perform all covenants, conditions, and provisions of the Land Use Agreements and Project Approvals relating to the Property first arising on or after the Effective Date, subject to the terms and limitations set forth in the Land Use Agreements and Project Approvals.

1.4 Effective Date.

For purposes of this Agreement, the "Effective Date" shall be the date on which the grant deed from Assignor to Assignee for the Property is recorded in the Official Records.

1.5 Assignor's Release.

From and after the Effective Date, and subject to the City's approval of this Agreement if and to the extent required by the Land Use Agreements and Project Approvals or applicable law, Assignor is released by the City from all obligations and liabilities under the Land Use Agreements and Project Approvals with respect to the Property Rights and Obligations first arising on or after the Effective Date. Assignor shall remain responsible for obligations and liabilities, if any, under the Land Use Agreements and Project Approvals with respect to the Property arising or accruing prior to the Effective Date, except to the extent otherwise provided in the PSA or in the Land Use Agreements and Project Approvals.

1.6 No Modification of Land Use Agreements and Project Approvals.

This Agreement is intended to effectuate the assignment and assumption described herein and does not amend, modify, terminate, supersede, or otherwise alter the Land Use Agreements and Project Approvals. In the event of any conflict between this Agreement and any Land Use Agreement or Project Approval, the applicable Land Use Agreement or Project Approval shall control.

1.7 Annual Review and Compliance Responsibilities.

Assignor shall be responsible for annual review, periodic review, compliance review, reporting, and owner submittal obligations under the Land Use Agreements and Project Approvals with respect to the Property to the extent arising or accruing prior to the Effective Date. Assignee shall be responsible for annual review, periodic review, compliance review, reporting, and owner submittal obligations under the Land Use Agreements and Project Approvals with respect to the Property first arising on or after the Effective Date.

ARTICLE 2 **RIGHTS AND REMEDIES**

2.1 Pre-Effective Date Breach.

Any default or breach by Assignor under the Land Use Agreements and Project Approvals with respect to the Property arising or accruing prior to the Effective Date shall not constitute a breach or default by Assignee with respect to the Property Rights and Obligations. Subject to approval of this Agreement by the City if and to the extent required by the Land Use Agreements and Project Approvals or applicable law, the City will not impose any remedies under the Land Use Agreements and Project Approvals against

Assignee arising from any default or breach by Assignor to the extent such default or breach arose or accrued prior to the Effective Date.

2.2 Post-Effective Date Breach.

Any default or breach by Assignee under the Land Use Agreements and Project Approvals with respect to the Property Rights and Obligations from and after the Effective Date shall not constitute a breach or default by Assignor. Subject to approval of this Agreement by the City if and to the extent required by the Land Use Agreements and Project Approvals or applicable law, the City will not impose any remedies under the Land Use Agreements and Project Approvals against Assignor arising from any default or breach by Assignee to the extent such default or breach first arises on or after the Effective Date.

2.3 Indemnities.

Assignee shall indemnify, defend, and hold Assignor harmless from and against any and all claims, damages, losses, liabilities, and costs, including without limitation reasonable attorneys' fees, costs, and disbursements, to the extent arising from or relating to any failure by Assignee to comply with the Property Rights and Obligations or the terms and provisions of this Agreement from and after the Effective Date. Assignor shall indemnify, defend, and hold Assignee harmless from and against any and all claims, damages, losses, liabilities, and costs, including without limitation reasonable attorneys' fees, costs, and disbursements, to the extent arising from or relating to any failure by Assignor to comply with the Land Use Agreements and Project Approvals with respect to the Property arising or accruing prior to the Effective Date, or the terms and provisions of this Agreement. The indemnities set forth in this Section 2.3 are subject to the terms, limitations, survival provisions, and remedies set forth in the PSA to the extent applicable.

2.4 Survival of Indemnities.

The indemnities set forth in Section 2.3 shall survive the expiration or earlier termination of this Agreement, subject to the terms, limitations, survival provisions, and remedies set forth in the PSA to the extent applicable.

ARTICLE 3 **GENERAL PROVISIONS**

3.1 Notices.

All notices, demands, and other communications required or permitted under this Agreement shall be made in writing, and shall be delivered either personally (including by private courier), by certified mail, postage prepaid and return receipt requested, or by nationally recognized overnight courier service to the following addresses, or to such other addresses as the parties may designate in writing from time to time:

Assignor: Hercules Block Q&R Development Partners LP
c/o Ledcor Properties Corporation
Attn: Tom Lofaro
6405 Mira Mesa Blvd., Suite 200
San Diego, CA 92121
Telephone: 858-527-6477
Email: Tom.Lofaro@ledcor.com

With a copy to: The Akin Law Firm, LLC
12600 Hill Country Blvd
Ste R-130 PMB 3092
Bee Cave, TX 78738
Attention: Rick Akin
Telephone: 970-870-0541

Email: rickakin@theakinfirm.com

Assignee: IEC RT VI Holdings, LLC
c/o Interstate Equities Corporation
4970 El Camino Real #220
Los Altos, CA 94022
Attention: Marshall Boyd, Brendan Gibney, Miles Hofmann, Alex Giacco
Telephone: 650-314-7010
Email: mboyd@iecre.net, bgibney@iecre.net, mhofmann@iecre.net, agiacco@iecre.net

With a copy to: Strategy Law, LLP
1 Almaden Boulevard, Suite 700
San Jose, California 95113
Attention: Frank Maiorana
Telephone: 408-666-1006
Email: fhm@strategylaw.com

Notices personally delivered shall be deemed received upon delivery. Notices delivered by certified mail as provided above shall be deemed received on actual delivery. Notices delivered by courier service as provided above shall be deemed received twenty-four (24) hours after the date of deposit.

3.2 Estoppel Certificates.

Within ten (10) days after receipt of a written request from time to time, either party shall execute and deliver to the other, or to an auditor, prospective lender, prospective purchaser, or title insurer, a written statement certifying to that party's actual knowledge: (a) that this Agreement is unmodified and in full force and effect (or, if there have been modifications, that this Agreement is in full force and effect, and stating the date and nature of such modifications); (b) that there are no current defaults under this Agreement by Assignor or Assignee, as the case may be (or, if defaults are asserted, so describing with reasonable specificity), and that there are no conditions which, with the passage of time or the giving of notice, or both, would constitute a default; and (c) such other matters as may be reasonably requested.

3.3 Attorneys' Fees.

In the event of any legal or equitable proceeding in connection with this Agreement, the prevailing party in such proceeding shall be entitled to recover its reasonable costs and expenses, including without limitation reasonable attorneys' fees, costs, and disbursements paid or incurred in good faith at the pre-trial, trial, and appellate levels, and in enforcing any judgment granted pursuant thereto.

3.4 No Waiver.

No delay or omission by either party in exercising any right, remedy, election, or option accruing upon the noncompliance or failure of performance by the other party under the provisions of this Agreement shall constitute an impairment or waiver of any such right, remedy, election, or option. No alleged waiver shall be valid or effective unless it is set forth in a writing executed by the party against whom the waiver is claimed.

3.5 Amendment.

This Agreement may be amended only by a written agreement signed by Assignor and Assignee and approved by the City.

3.6 Successors and Assigns.

This Agreement runs with the land and shall be binding on and inure to the benefit of the parties and their respective successors and assigns.

3.7 Further Assurances.

Assignor and Assignee each covenant that they will, at any time and from time to time, execute any documents and take such additional actions as the other party, the City, or their respective successors or assigns shall reasonably require in order to more completely or perfectly carry out the assignment intended to be accomplished by this Agreement.

3.8 No Joint Venture.

Nothing contained herein shall be construed as creating a joint venture, agency, or any other relationship between the parties hereto other than that of assignor and assignee.

3.9 Severability.

If any term or provision of this Agreement or the application thereof to any person or circumstance is found by a court of competent jurisdiction to be invalid or unenforceable, the remainder of this Agreement, or the application of such term or provision to persons or circumstances other than those as to which it is held invalid or unenforceable, shall not be affected thereby, and each remaining term and provision of this Agreement shall be valid and enforceable to the full extent permitted by law.

3.10 Governing Law.

This Agreement shall be governed by and construed in accordance with the laws of the State of California.

3.11 No Third-Party Beneficiaries.

This Agreement shall not be deemed or construed to confer any rights, title, or interest, including without limitation any third-party beneficiary status or right to enforce any provision of this Agreement, upon any person or entity other than Assignor, Assignee, the City, and their respective successors and assigns.

3.12 Time of the Essence.

Time is of the essence in the performance by each party of its obligations under this Agreement.

3.13 Authority.

Each person executing this Agreement represents and warrants that he or she has the authority to bind his or her respective party to the performance of its obligations hereunder and that all necessary entity approvals have been obtained.

3.14 Term.

The term of this Agreement shall commence on the Effective Date and shall expire upon the expiration or earlier termination of the Land Use Agreements and Project Approvals, as applicable. Upon the expiration or earlier termination of this Agreement, the parties shall have no further rights or obligations hereunder, except with respect to any obligation to have been performed prior to such expiration or termination, any default in the performance of the provisions of this Agreement which occurred prior to such expiration or termination, or any obligations which are specifically set forth as surviving this Agreement.

3.15 Counterparts.

This Agreement may be executed in one or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument. Signature pages may be

detached from the counterparts and attached to a single copy of this Agreement to physically form one document.

3.16 Default.

Any failure by either party to perform any material term or provision of this Agreement shall constitute a default (a) if such defaulting party does not cure such failure within thirty (30) days following written notice of default from the other party, where such failure is of a nature that can be cured within such thirty (30) day period, or (b) if such default is not of a nature that can be cured within such thirty (30) day period, if the defaulting party does not within such thirty (30) day period commence substantial efforts to cure such failure, or thereafter does not within a reasonable time prosecute to completion with diligence the curing of such failure. Any notice of default given hereunder shall be given in the same manner as provided in Section 3.1 hereof and shall specify in detail the nature of the failures in performance that the noticing party claims and the manner in which such failure can be satisfactorily cured.

IN WITNESS WHEREOF, Assignor and Assignee have executed this Agreement by proper persons thereunto duly authorized, to be effective as of the Effective Date.

ASSIGNOR:

HERCULES BLOCK Q&R DEVELOPMENT
PARTNERS LP,

a Delaware limited partnership

By: Hercules Block Q&R Developments Inc.,

a Delaware corporation, its General Partner

By: _____

Name: _____

Title: _____

Date: _____

ASSIGNEE:

IEC RT VI HOLDINGS, LLC,

a Delaware limited liability company

By: _____

Name: _____

Title: _____

Date: _____

EXHIBIT 1
Legal Description of Property

TRACT 1

Real property in the city of Hercules, County of Contra Costa, State of California, described as follows:

PARCEL 29 AND BAYFRONT LOOP (PARCEL 29), CITY OF HERCULES, COUNTY OF CONTRA COSTA, STATE OF CALIFORNIA, AS SHOWN ON THE MAP OF SUBDIVISION 9499, FILED DECEMBER 13TH, 2018 MAP BOOK 540, PAGES 1 THROUGH 4, INCLUSIVE, OFFICIAL RECORDS OF CONTRA COSTA COUNTY.

APN: 404-730-005

TRACT 2

Real property in the City of Hercules, County of Contra Costa, State of California, described as follows:

BEING A PORTION OF PARCEL D AS DESCRIBED IN THAT PARCEL MAP RECORDED OCTOBER 12TH, 2000 IN BOOK 179 OF PARCEL MAPS, PAGES 38 THROUGH 40, CONTRA COSTA COUNTY RECORDS, AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE MOST EASTERLY POINT OF PARCEL D AS SHOWN ON SAID MAP,

THENCE NORTH 37° 46' 59" WEST, ALONG THE EASTERLY LINE OF SAID PARCEL D A DISTANCE OF 105.34 FEET;

THENCE LEAVING SAID EASTERLY LINE, SOUTH 49° 30' 00" WEST, 99.61 FEET;

THENCE SOUTH 40° 30' 00" EAST, 105.22 FEET;

THENCE NORTH 49° 30' 00" EAST, 94.61 FEET TO THE POINT OF BEGINNING.

CONTAINING 10,218 SQUARE FEET OF LAND, MORE OR LESS

APN: 404-730-010

EXHIBIT 2
LAND USE AGREEMENTS AND PROJECT APPROVALS

1. Vesting Development Agreement recorded June 15, 2012, as Instrument No. 2012-0142851, Official Records of Contra Costa County.
2. Implementing Development Agreement for the Hercules Bayfront Project recorded June 15, 2012, as Instrument No. 2012-0142855, Official Records of Contra Costa County.
3. Assignment of Entitlements recorded August 10, 2016, as Instrument No. 2016-0160279, Official Records of Contra Costa County.
4. Assignment and Assumption Agreement Implementing Development Agreement recorded August 10, 2016, as Instrument No. 2016-0160280, Official Records of Contra Costa County.
5. Assignment and Assumption Agreement Vesting Development Agreement recorded August 10, 2016, as Instrument No. 2016-0160281, Official Records of Contra Costa County.
6. Affordable Housing Plan Implementation Agreement recorded August 5, 2021, as Instrument No. 2021-0219183, Official Records of Contra Costa County.
7. Affordable Housing Covenant recorded August 5, 2021, as Instrument No. 2021-0219184, Official Records of Contra Costa County.
8. Bayfront Project Parking Operations Agreement made as of June 27, 2023, and recorded July 27, 2023, as Document No. 2023-0072068, Official Records of Contra Costa County.
9. All other City-issued, City-approved, or City-administered approvals, entitlements, permits, maps, development rights, project approvals, affordable housing approvals, parking approvals, operating memoranda, compliance determinations, and implementing documents affecting the Property.