
ASSIGNMENT OF LEASEHOLD DEED OF TRUST DOCUMENTS

from

TEXAS DEPARTMENT OF HOUSING AND COMMUNITY AFFAIRS

to

BOKF, NA, as trustee,

with the consent of

LDG THE GATEWAY AT TRINITY FOREST, LP

Dated as of [December] 1, 2025

Relating to:

[\$50,000,000]

TEXAS DEPARTMENT OF HOUSING AND COMMUNITY AFFAIRS

MULTI-UNIT HOUSING REVENUE BONDS

(THE GATEWAY AT TRINITY FOREST) SERIES 2025

This instrument prepared by and
when recorded return to:

Kutak Rock LLP
Two Logan Square
100 North 18th Street, Suite 1920
Philadelphia, Pennsylvania 19103
Attention: Andrew P. Schmutz, Esquire

ASSIGNMENT OF LEASEHOLD DEED OF TRUST DOCUMENTS

This **ASSIGNMENT OF LEASEHOLD DEED OF TRUST DOCUMENTS**, dated as of [December] 1, 2025 (as the same may be amended, modified or supplemented from time to time, “Assignment”) from the TEXAS DEPARTMENT OF HOUSING AND COMMUNITY AFFAIRS, a public and official agency organized under the laws of the State of Texas (together with its successors and assigns, the “Assignor”), to BOKF, NA, a national banking association organized under the laws of the United States of America, as trustee (together with any successor trustee under the Indenture described below and their respective successors and assigns, the “Assignee”) under the Indenture of Trust dated as of [December] 1, 2025 (as the same may be amended, modified or supplemented from time to time, the “Indenture”), between the Assignor as Issuer and the Assignee as Trustee,

WITNESSETH:

WHEREAS, LDG The Gateway at Trinity Forest, LP, a limited partnership organized and existing under the laws of the State of Texas (together with its permitted successors and assigns, the “Borrower”) has:

(i) entered into a Loan Agreement with the Assignor dated as of [December] 1, 2025 (as the same may be amended, modified or supplemented from time to time, the “Loan Agreement”), evidencing indebtedness in the aggregate principal amount of \$[50,000,000] (the “Loan”); and

(ii) executed and delivered to the Assignor those certain Promissory Notes dated [December] __, 2025 (as the same may be amended, modified or supplemented from time to time, collectively, the “Promissory Note”) in the aggregate principal amount of \$[50,000,000] and made to the order of the Assignor, as payee, further evidencing the Loan; and

(iii) delivered to the Assignor a Leasehold Deed of Trust, Assignment of Rents and Leases, Security Agreement and Fixture Filing (With Power of Sale) dated as of [December] 1, 2025 (as the same may be amended, modified or supplemented from time to time, the “Mortgage”) made to a trustee for the benefit of the Assignor, securing the Promissory Note, recorded in the Official Records of Dallas County, and relating to the real estate described in Exhibit A hereto; and

WHEREAS, the Loan Agreement, the Promissory Note and the Mortgage, together with all financing and continuation statements to perfect the liens and security interests granted thereby, are collectively referred to herein as the “Mortgage Documents”; and

WHEREAS, the Assignor desires to assign and transfer to the Assignee all its right, title and interest in and to the Mortgage Documents, excluding the Reserved Rights (as defined in the Indenture) of the Assignor, and the Assignee desires to acquire Assignor’s rights, title and interest as aforesaid under the Mortgage Documents in accordance with the terms hereof, and the Assignee is joining in the execution of this Assignment in order to evidence its acceptance hereof; and

WHEREAS, the Borrower is joining in the execution of this Assignment in order to evidence its consent hereto and in order to agree that the Mortgage Documents shall be effective to secure the obligations of the Borrower to the Assignee as more fully set forth therein and herein.

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

Section 1. Definitions. All words and phrases defined in the Indenture have the same meanings in this Assignment, which definitions are incorporated herein by reference, unless a different definition is set forth in this Assignment.

Section 2. Assignment. The Assignor sells, assigns and sets over and transfers to the Assignee all the right, title and interest of the Assignor in, to and under the Mortgage Documents, excluding the Reserved Rights of the Assignor. This Assignment is made and shall be without recourse, warranty or representation of the Assignor.

Section 3. Miscellaneous. In case any one or more of the provisions contained in this Assignment are invalid, illegal or unenforceable in any respect, the validity, legality and enforceability of the remaining provisions contained herein will not be affected or impaired thereby.

Section 4. Counterparts; Electronic Signatures. This Assignment may be executed in any number of counterparts, each executed counterpart constituting an original, but all counterparts together constituting only one instrument. To the fullest extent permitted by applicable law, electronically transmitted or facsimile signatures shall constitute original signatures for all purposes under this Assignment.

Section 5. Governing Law. It is the intention of the parties hereto that this Assignment and the rights and obligations of the parties hereunder shall be governed, construed and enforced in accordance with the laws of the State of Nevada, without reference to its conflicts of laws and principles.

IN WITNESS WHEREOF, the parties have caused this Assignment to be executed by their duly authorized representatives as of the date first written above.

ASSIGNOR:

**TEXAS DEPARTMENT OF HOUSING AND
COMMUNITY AFFAIRS**

By: _____
Name:
Title:

ACKNOWLEDGMENT

STATE OF _____)
)
COUNTY OF _____)

The foregoing instrument was acknowledged before me this _____ day of _____,
2025, by _____, _____ of Texas Department of Housing and
Community Affairs.

Notary Public's Signature
My commission expires: _____

(SEAL)

ASSIGNEE:

BOKF, NA, as trustee

By: _____

Name:

Title:

ACKNOWLEDGMENT

STATE OF _____)

)

COUNTY OF _____)

The foregoing instrument was acknowledged before me this _____ day of _____, 2025, by _____, _____ of BOKF, NA, a national banking association on behalf of said BOKF, NA.

Notary Public's Signature

My commission expires: _____

(SEAL)

The undersigned, being the Borrower referred to in the foregoing Assignment, hereby acknowledges receipt and acceptance thereof and consents and agrees to the Assignment made therein and to the terms and provisions thereof to such Assignment.

BORROWER:

LDG THE GATEWAY AT TRINITY FOREST, LP,
a Texas limited partnership

By: DHFC The Gateway at Trinity Forest GP, LLC, a
Texas limited liability company,
its General Partner

By: _____
Name: _____
Title: _____

ACKNOWLEDGMENT

STATE OF TEXAS)
)
COUNTY OF DALLAS)

I, _____, A Notary Public in and for the County and State aforesaid, do hereby certify that _____, as Authorized Signatory of DHFC The Gateway at Trinity Forest GP, LLC, a Texas limited liability company, which is the general partner of LDG The Gateway at Trinity Forest, LP, a Texas limited partnership, personally known to me to be the same person whose name is subscribed to the foregoing instrument as such Authorized Signatory, appeared before me in person and acknowledged that he signed and delivered the said instrument as his own free and voluntary act, and as the free and voluntary act of such limited liability companies, for the uses and purposes therein set forth.

Given under my hand and notarial seal this _____ day of _____, 2025.

Notary Public

EXHIBIT A

LEGAL DESCRIPTION OF PROPERTY

BEING a 29.995 acre tract of land situated in the John R. Fondren Survey, Abstract Number 476, Dallas County, Texas, in the City of Dallas, Dallas City Block 8524, being a portion of the tract of land described as Tract 1 in the instrument to 635-Dowdy Venture, recorded in Volume 84229, Page 1910, Deed Records of Dallas County, Texas, said 29.995 acre tract of land being more particularly described as follows:

BEGINNING at a 1/2 inch iron rod with a broken blue cap found in the easterly right-of-way line of Dowdy Ferry Road (a 100 foot wide right-of-way) for the common westerly corner of said 635-Dowdy Venture tract and the tract of land described in the instrument to 2040 Dowdy Ferry ISF, LLC recorded in Document Number 202200236412, Official Public Records of Dallas County, Texas;

THENCE with the common line of said 635-Dowdy Venture tract and said 2040 Dowdy Ferry ISF, LLC tract North 88° 28' 50" East a distance of 1947.24 feet to a 1/2 inch iron rod with a cap stamped "CBG Surveying" found for the southeasterly corner of said 2040 Dowdy Ferry ISF, LLC tract;

THENCE continuing with the northerly line of said 635-Dowdy Venture North 89° 03' 15" East a distance of 401.93 feet to a point for corner;

THENCE departing the northerly line of said 635-Dowdy Venture tract South 33° 29' 26" West a distance of 891.38 feet to a 5/8 inch iron rod with a yellow plastic cap stamped "Dunaway Assoc" set for corner;

THENCE South 88° 28' 50" West a distance of 1,499.09 feet to a 5/8 inch iron rod with a yellow plastic cap stamped "Dunaway Assoc" set for corner;

THENCE North 00° 34' 25" West a distance of 669.70 feet to a 5/8" iron rod with a yellow plastic cap stamped "DUNAWAY ASSOC." set for corner;

THENCE South 88° 28' 50" West a distance of 350.66 feet to a 5/8 inch iron rod with a yellow plastic cap stamped "Dunaway Assoc" set in the easterly right-of-way line of Dowdy Ferry Road;

THENCE with the easterly right-of-way line of Dowdy Ferry Road North 00° 40' 42" West a distance of 64.51 feet to the POINT OF BEGINNING;

CONTAINING a computed area of 29.995 acres (1,306,597 square feet) of land.