
**ASSIGNMENT OF LEASEHOLD DEED OF TRUST DOCUMENTS
AND FUNDING LOAN DOCUMENTS**

from

TEXAS DEPARTMENT OF HOUSING AND COMMUNITY AFFAIRS

to

BOKF, NA,

with the consent of

LDG THE LEGACY ON Kiest, LP

Dated as of July 1, 2025

Relating to:

\$30,000,000

**Texas Department of Housing and Community Affairs
Multifamily Housing Revenue Note
(The Legacy On Kiest) 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
AND FUNDING LOAN DOCUMENTS**

This **ASSIGNMENT OF DEED OF TRUST DOCUMENTS AND FUNDING LOAN DOCUMENTS**, dated as of July 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, in its capacity as fiscal agent (together with any successor fiscal agent under the Funding Loan Agreement described below and their respective successors and assigns, the “Assignee”) under the Funding Loan Agreement dated as of July 1, 2025 (as the same may be amended, modified or supplemented from time to time, the “Funding Loan Agreement”), among the Assignor as Governmental Lender, the Assignee as Fiscal Agent and Community Housing Investment Partners II, LP (the “Funding Lender”).

WITNESSETH:

WHEREAS, LDG The Legacy on Kiest, LP (the “Borrower”) has applied to the Assignor for a loan (the “Borrower Loan”), to finance the acquisition, construction and equipping of a multifamily apartment housing facility consisting of total of 180 units and related personal property and equipment, located in Dallas, Texas and to be known as “The Legacy on Kiest” (the “Project Facilities”); all capitalized terms used herein and not otherwise defined shall have the meanings given to them in the Funding Loan Agreement;

WHEREAS, the Borrower has requested the Assignor to enter into the Funding Loan Agreement of even date herewith with Funding Lender and Assignee as “Fiscal Agent” (as it may be supplemented or amended, the “Funding Loan Agreement”) under which the Assignor will issue its Multifamily Housing Revenue Note dated as of the Closing Date (the “Governmental Note”) that will be purchased by the Funding Lender and Funding Lender will make a loan (the “Funding Loan”) to the Assignor, the proceeds of which will be loaned to Borrower pursuant to a Borrower Loan Agreement of even date herewith (as it may be supplemented or amended, the “Borrower Loan Agreement”) to finance the acquisition, construction, development, equipping and/or operation of the Project Facilities;

WHEREAS, pursuant to the Borrower Loan Agreement, the Borrower agrees to make loan payments to the Assignor in an amount which, when added to other funds available under the Funding Loan Agreement, will be sufficient to enable the Assignor to repay the Funding Loan and to pay all costs and expenses related thereto when due;

WHEREAS, to evidence its payment obligations under the Borrower Loan Agreement, the Borrower will execute and deliver to the Assignor its Borrower Note dated the Closing Date (the “Borrower Note”) which will be secured by that certain Leasehold Deed of Trust, Assignment of Rents and Leases, Security Agreement and Fixture Filing (With Power of Sale), dated as of even date herewith (the “Mortgage”) on the Project Facilities;

WHEREAS, the rights of the Assignor (excluding its Reserved Rights) under the Mortgage, the Borrower Note and the other Funding Loan Documents (collectively, the “Assigned Documents”) are being assigned contemporaneously with the execution and delivery hereof to the Assignee for the benefit of the Funding Lender as set forth in the Funding Loan Agreement; and

NOW THEREFORE, in consideration of issuing the Governmental Note and making the Funding Loan 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:

NOW THEREFORE, in consideration of the Funding Loan 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 Funding Loan Agreement 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 Assigned Documents, excluding the Reserved Rights of the Assignor, subject to the rights, protections, indemnities and immunities afforded to the Assignee in its capacity as fiscal agent under the Funding Loan Agreement and the Borrower Loan Agreement, which are incorporated herein and into the Assigned Documents by reference. 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 Texas, without reference to its conflicts of laws and principles.

[remainder of page intentionally left blank; signature follows]

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: James B. "Beau" Eccles
Title: Secretary to the Board

ACKNOWLEDGMENT

STATE OF TEXAS)
)
COUNTY OF TRAVIS)

The foregoing instrument was acknowledged before me this ____ day of _____, 2025, by James B. "Beau" Eccles, Secretary to the Board of Texas Department of Housing and Community Affairs, a public and official agency on behalf of said Texas Department of Housing and Community Affairs.

Notary Public's Signature
My commission expires: _____

(SEAL)

ASSIGNEE:

BOKF, NA

By: _____

Name: Biddel Tekeste

Title: Vice President

ACKNOWLEDGMENT

STATE OF TEXAS)
)
COUNTY OF HARRIS)

On this ____ day of _____, 2025, before me, _____, personally appeared Biddel Tekeste, known to me or proven on the basis of satisfactory evidence to be a Vice President of BOKF, NA, and that he being authorized to do so, executed the foregoing Assignment of Leasehold Deed of Trust Documents and Funding Loan Documents for the purposes therein contained by his signature on the instrument BOKF, NA executed the instrument.

WITNESS my hand and official seal.

Notary

My Commission expires:

(SEAL)

Signature Page to Assignment of Leasehold Deed of Trust Documents
4925-3639-2491.3

EXHIBIT A
LEGAL DESCRIPTION OF PROPERTY