

This instrument prepared by and
when recorded return to:

Michael P. Murphy, Esq.
Katten Muchin Rosenman LLP
1919 Pennsylvania Ave. NW
Suite 800
Washington, DC 20006

ASSIGNMENT OF MORTGAGE DOCUMENTS

from

TEXAS DEPARTMENT OF HOUSING AND COMMUNITY AFFAIRS

to

BOKF, NA, as Trustee,

with the consent of

LDG WALNUT SPRINGS, LP

Dated as of [December] 1, 2024

Relating to:

§[SERIES A-1 PRINCIPAL]

Texas Department of Housing and Community Affairs

Multifamily Housing Revenue Bonds (Walnut Springs Apartments) Series 2024A-1

and

§[SERIES A-2 PRINCIPAL]

Texas Department of Housing and Community Affairs

Multifamily Housing Revenue Bonds (Walnut Springs Apartments) Series 2024A-2

ASSIGNMENT OF MORTGAGE DOCUMENTS

This **ASSIGNMENT OF MORTGAGE DOCUMENTS**, dated as of [December] 1, 2024 (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 and existing under the laws of the State of Texas (together with its successors and assigns, the “**Assignor**”), to **BOKF, NA**, a national banking association, as trustee (together with any successor trustee under the Indenture described below and its respective successors and assigns, the “**Assignee**” or “**Trustee**”) under the Indenture of Trust dated as of [December] 1, 2024 (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 Walnut Springs, LP, a limited partnership duly organized and validly 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, 2024 (as the same may be amended, modified or supplemented from time to time, the “**Loan Agreement**”), evidencing indebtedness in the original aggregate principal amount of \$[_____] (the “**Loan**”); and

(ii) executed and delivered to the Assignor (A) the Series A-1 Promissory Note dated [CLOSING DATE] (as the same may be amended, modified or supplemented from time to time, the “**Series A-1 Promissory Note**”) in the original principal amount of \$[SERIES A-1 PRINCIPAL] and made to the order of the Assignor, as payee, further evidencing the Loan, and (B) the Series A-2 Promissory Note dated [CLOSING DATE] (as the same may be amended, modified or supplemented from time to time, the “**Series A-2 Promissory Note**”); together with the Series A-1 Promissory Note, the “**Promissory Note**”) in the original principal amount of \$[SERIES A-2 PRINCIPAL] and made to the order of the Assignor, as payee, further evidencing the Loan; and

(iii) delivered to [_____] , as trustee, the Assignor a Multifamily Leasehold Deed of Trust, Assignment of Leases and Rents, Security Agreement and Fixture Filing dated as of [_____] , 2024] (as the same may be amended, modified or supplemented from time to time, the “**Mortgage**”) for the benefit of Assignor, securing the Promissory Note, recorded contemporaneously herewith in the Official Records of Guadalupe County, Texas 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 Texas, without reference to its conflicts of laws and principles.

Section 6. Indemnification. Borrower hereby agrees to pay and protect, and indemnify and hold Trustee harmless from and against, any and all claims, demands, liabilities, losses, lawsuits, judgments, and costs and expenses (including, without limitation, reasonable attorneys' fees and expenses), regardless of when made, to which Trustee may become exposed, or which Trustee may incur, in connection with any of the Mortgage Documents or in exercising its rights under this Assignment (and including, without limitation, enforcement hereof (including this Section)) except to the extent caused by the willful misconduct of Trustee. The provisions of this Section 6 shall survive the termination of this Assignment, the Bond Documents, the discharge of the Indenture and the resignation or removal of the Trustee.

Section 7. The Trustee. Borrower acknowledges and agrees that this Assignment is provided to the Assignee in its capacity as Trustee under the Indenture, and in taking any action

hereunder, that Trustee shall enjoy all the rights, protections, benefits, immunities and indemnities afforded to it thereunder, which are incorporated herein by reference. Notwithstanding anything else to the contrary set forth herein, whenever reference is made herein to any discretionary action by, consent, designation, specification, requirement or approval of, notice, request or other communication from, or other direction given or action to be undertaken (or not to be) suffered or omitted by the Trustee or to any election, decision, opinion, acceptance, use of judgment expression of satisfaction or other exercise of discretion, rights or remedies to be made (or not to be made) by the Trustee, (i) such provision shall refer to the Trustee exercising each of the foregoing at the instruction of the Controlling Person and (ii) it is understood that in all cases, the Trustee shall be fully justified in failing or refusing to take any such action if it shall not have received written instruction, advice or concurrence from the Controlling Person in respect of such action.

Section 8. Limited Recourse. Notwithstanding anything to the contrary contained in this Assignment, Borrower's liability hereunder shall be limited to the extent provided in Section 10.13 of the Loan Agreement.

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, a public and official agency of the State of Texas

By: _____
Name: James B. "Beau" Eccles
Title: Secretary to Board

ACKNOWLEDGMENT

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of Texas)
County of Travis)

On _____, 2024 before me, _____ (insert name and title of the officer), personally appeared James B. "Beau" Eccles, Secretary to Governing Board of the Texas Department of Housing and Community Affairs, who proved to me on the basis of satisfactory evidence to be the person whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his authorized capacity, and that by his signature on the instrument the person, or the entity upon behalf of which the person acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of Texas that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Notary Public's Signature

My Commission expires: _____

(PERSONALIZED SEAL)

ASSIGNEE:

BOKF, NA, a national banking association,
as trustee

By: _____
Name: Biddel Tekeste
Title: Vice President

ACKNOWLEDGMENT

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of Texas)
County of Harris)

On _____, 2024 before me, _____ (insert name and title of the officer), personally appeared Biddel Tekeste, who proved to me on the basis of satisfactory evidence to be the person whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his authorized capacity, and that by his signature on the instrument the person, or the entity upon behalf of which the person acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of Texas that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Notary Public's Signature
My Commission expires: _____

(PERSONALIZED 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 WALNUT SPRINGS, LP, a Texas limited partnership

By: AAHFC Walnut Springs GP, LLC, a Texas limited liability company, its general partner

By: Alamo Area Housing Finance Corporation, a Texas housing finance corporation, its sole member

By: _____

Name: Clifford Herberg

Title: Secretary/Treasurer

ACKNOWLEDGMENT

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of Texas)
County of Guadalupe)

On _____, 2024 before me, _____ (insert name and title of the officer), personally appeared _____, who proved to me on the basis of satisfactory evidence to be the person whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his authorized capacity, and that by his signature on the instrument the person, or the entity upon behalf of which the person acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of Texas that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Notary Public's Signature

My Commission expires: _____

(PERSONALIZED SEAL)

EXHIBIT A
LEGAL DESCRIPTION OF PROPERTY

[TO BE INCLUDED]