

WHEN RECORDED MAIL TO:

U.S. Bank National Association  
One California Street, Suite 1000  
San Francisco, California 94111  
Attention: Global Corporate Trust

Project Name: Bernal Gateway Apartments

APN(s): Lot [\_\_\_], Block [\_\_\_]  
3101 Mission Street/141-143 Precita Avenue, San Francisco, CA 94110

### **ASSIGNMENT OF DEED OF TRUST AND LOAN DOCUMENTS**

THIS ASSIGNMENT OF DEED OF TRUST AND LOAN DOCUMENTS (this “**Assignment**”), made as of August [\_\_\_], 2019, by the **CITY AND COUNTY OF SAN FRANCISCO**, a municipal corporation organized and existing under the laws of the State of California (together with its successors and assigns, the “**Assignor**”), in favor of **U.S. Bank National Association**, a national banking association (the “**Assignee**”), as Fiscal Agent under that Funding Loan Agreement made and entered into as of August [\_\_\_], 2019, by and among Capital One, National Association, in its capacity as Initial Funding Lender, the Assignor, in its capacity as Governmental Lender, and the Assignee, in its capacity as Fiscal Agent (the “**Funding Loan Agreement**”).

### **WITNESSETH:**

FOR VALUE RECEIVED, the adequacy of which is hereby acknowledged, Assignor does hereby assign, transfer, and convey unto Assignee, without recourse or warranty, all right, title, and interest of Assignor in and to, arising under, or relating to, (i) that certain Deed of Trust, Assignment Of Leases And Rents, Security Agreement and Fixture Filing (as amended, modified or supplemented from time to time, the “**Deed of Trust**”) respecting certain real property located in the State of California as more fully described in Exhibit A attached hereto and made a part hereof (the “**Property**”) made as of August [\_\_\_], 2019, by **BERNAL GATEWAY 2, LP**, a California limited partnership (together with its permitted successors and assigns, the “**Borrower**”), to First American Title Insurance Company, as trustee, for the benefit of Assignor, which Deed of Trust is intended to be recorded in the land records of San Francisco County, California immediately preceding this assignment; and (ii) the Project Loan Documents with the exception of Unassigned Rights (both as defined in the Funding Loan Agreement).

AND by FURTHERANCE of the foregoing assignment, Assignor hereby represents, and warrants to Assignee as follows:

1. Assignor has agreed to lend to Borrower up to \$[23,500,000].00 (the “**Project Loan**”) from the proceeds of a Funding Loan (as defined in the Funding Loan Agreement) made by the Initial Funding Lender to the Assignor in accordance with the terms and conditions of the Funding Loan Agreement, and to evidence and secure the Borrower’s obligation to repay the Project Loan amounts, Borrower has executed and delivered a promissory note, dated as of August [\_\_\_], 2019, in the stated principal amount of \$[23,500,000].00 (as amended, modified or supplemented from time to time, the “**Project Loan Note**”), which Project Loan Note is secured

by the Deed of Trust (the Funding Loan Agreement, the Project Loan Note, the Deed of Trust, and the related documents so identified in the Funding Loan Agreement are sometimes hereinafter referred to collectively as the “**Loan Documents**”).

2. Assignor is the sole beneficiary of the Deed of Trust and the sole owner and holder of the Project Loan Note and the other Loan Documents to which it is a party, free and clear of any lien, encumbrance, or other interest, and has full power and authority to assign, transfer, and convey the Deed of Trust and the other Loan Documents to Assignee as contemplated in this Assignment.

3. Assignor hereby covenants and agrees to execute such endorsements and such further documents and assurances as may be reasonably necessary to effect the purposes of this Assignment, all as Assignee may reasonably request from time to time.

4. Assignor acknowledges that Assignee requires and is relying upon the representations, warranties, and covenants contained in this Assignment as a condition to accepting this assignment of the Loan Documents. Except as expressly set forth in this Assignment or in the Loan Documents, Assignor makes no other representations or warranties with respect to the Loan Documents. This Assignment shall survive the consummation of the assignment contemplated herein and the delivery of the Loan Documents to Assignee.

[Remainder of Page Intentionally Left Blank]

IN WITNESS WHEREOF, Assignor has caused this Assignment to be executed and delivered as of the day and year first above written.

**ASSIGNOR:**

CITY AND COUNTY OF SAN FRANCISCO

By: \_\_\_\_\_

Kate Hartley, Director  
Mayor's Office of Housing  
and Community Development

APPROVED AS TO FORM:  
DENNIS J. HERRERA  
City Attorney

By: \_\_\_\_\_  
Deputy City Attorney

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 CALIFORNIA )  
 )  
COUNTY OF \_\_\_\_\_)

On \_\_\_\_\_, before me, \_\_\_\_\_,  
a Notary Public, personally appeared \_\_\_\_\_  
who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are  
subscribed to the within instrument and acknowledged to me that he/she/they executed the same  
in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument  
the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

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

WITNESS my hand and official seal.

Signature \_\_\_\_\_



Assignee accepts the foregoing Assignment subject to all of the terms and conditions set forth above.

**ASSIGNEE:**

**U.S. BANK NATIONAL ASSOCIATION,**  
as Fiscal Agent

By: \_\_\_\_\_  
Name:  
Title:

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 CALIFORNIA    )  
  )  
COUNTY OF \_\_\_\_\_)

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who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are  
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in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument  
the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

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

WITNESS my hand and official seal.

Signature \_\_\_\_\_

**EXHIBIT A**

**LEGAL DESCRIPTION OF PROPERTY**

Real property in the City of San Francisco, County of San Francisco, State of California,  
described as follows:

[TO BE ADDED]