

AFTER RECORDING RETURN TO:

KMO Partners, LLP  
3777 Long Beach Boulevard  
Suite 280  
Long Beach, CA 90807  
Attn: John Opgenorth

**ASSIGNMENT OF DEED OF TRUST AND RELATED DOCUMENTS**

KNOW ALL PERSONS BY THESE PRESENTS:

The CITY AND COUNTY OF SAN FRANCISCO, a municipal corporation organized and existing under the laws of the State of California ("Assignor") pursuant to that certain Funding Loan Agreement dated as of [ ] 1, 2025 (the "Funding Loan Agreement"), among Assignor, JPMorgan Chase Bank, N.A., a national banking association, as Funding Lender ("Funding Lender"), and [ ], as Fiscal Agent ("Assignee"), for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, does by these presents assign, without warranty or recourse, to Assignee all of Assignor's right, title and interest in and to, and its obligations under (except for the Unassigned Rights as defined in the Funding Loan Agreement and such obligations as cannot be assigned as a matter of law), the instruments ("Assigned Instruments") described on Schedule 1 attached hereto. This Assignment is dated for reference purposes only as of is dated as of [ ] 1, 2025, and will not be effective and binding on the parties hereto unless and until the Closing Date occurs.

TOGETHER with the Promissory Notes described in the Assigned Instruments, and the money due and to become due thereon, with the interest thereon, TO HAVE AND TO HOLD the same unto the said Assignee forever, subject only to all the provisions contained therein, and the said Assignor hereby assigns to the Assignee all of Assignor's rights to have, use and take all lawful ways and means for the recovery of all of the said money and interest; and in case of payment, to discharge the same as fully as the Assignor might or could if these presents were not made.

**Overriding Limitations.** In no event shall Assignor:

(i) prosecute its action to a lien on the Project (as defined in that certain Borrower Loan Agreement by and between 967 MISSION, LP, a California limited partnership ("Borrower"), and Assignor (the "Loan Agreement")); or

(ii) take any action which may have the effect, directly or indirectly, of impairing the ability of Borrower to timely pay the principal of, interest on, or other amounts due under, the Loan or of causing Borrower to file a petition seeking reorganization, arrangement, adjustment or composition of or in respect of Borrower under any applicable liquidation, insolvency, bankruptcy, rehabilitation, composition, reorganization, conservation or other similar law in effect now or in the future; or

(iii) interfere with the exercise by Assignee of any of its rights under the Facility Documents upon the occurrence of an event of default by Borrower under the Facility Documents; or

(iv) take any action to accelerate or otherwise enforce payment or seek other remedies with respect to the Loan.

**Definitions.** All capitalized terms that are used and are not defined herein shall have the respective meanings ascribed to them in the Loan Agreement. In all references herein to any parties,

persons, entities or corporations the use of any particular gender on the plural or singular number is intended to include the appropriate gender or number as the text of the within instrument may require.

*[signature page follows]*

IN WITNESS WHEREOF, the undersigned has duly executed and delivered this Assignment of Deed of Trust and Related Documents or caused this Assignment of Deed of Trust and Related Documents to be duly executed and delivered by its authorized representative as of the date first set forth above. The undersigned intends that this instrument shall be deemed to be signed and delivered as a sealed instrument.

**ASSIGNOR:**

**CITY AND COUNTY OF SAN FRANCISCO,**  
a municipal corporation organized and existing  
under the laws of the State of California

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: Mayor's Office of Housing and Community  
Development

APPROVED AS TO FORM:

City Attorney

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

[Signature Page of Governmental Lender to Assignment of Deed of Trust and Related Documents]

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 \_\_\_\_\_

**SCHEDULE 1**  
**TO**  
**ASSIGNMENT OF DEED OF TRUST**

**ASSIGNEE:**

[FISCAL AGENT]

[        ]

[        ]

Attention: [        ]

**ASSIGNED INSTRUMENTS:**

1. Promissory Note (Tax-Exempt) by Borrower to Assignor dated as of the Closing Date, in the original principal amount of up to \$[        ]
2. Promissory Note (Taxable) by Borrower to Assignor dated as of the Closing Date, in the original principal amount of up to \$[        ]
3. Construction Leasehold Deed of Trust, Security Agreement, Assignment of Leases and Rents and Fixture Filing dated as of [        ] 1, 2025, executed by Borrower for the benefit of Assignor, which is being recorded immediately prior hereto in the Recorder's Office of San Francisco County, California and encumbers the real property (and improvements thereon) that is more particularly described on **Exhibit A** hereof.
4. Borrower Loan Agreement

**EXHIBIT A**

**LEGAL DESCRIPTION**

[To be inserted]