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**ASSIGNMENT OF DEED OF TRUST DOCUMENTS**

**from**

**CITY AND COUNTY OF SAN FRANCISCO, CALIFORNIA**

**to**

[\_\_\_\_\_], as trustee,

**with the consent of**

**MHDC NEW MAP, L.P.**

**Dated as of \_\_\_\_\_ 1, 2022**

**Relating to:**

**\$\_\_\_\_\_**

**City and County of San Francisco, California  
Multifamily Housing Revenue Bonds  
(SFHA Scattered Sites), Series 2022A-1**

**and**

**\$\_\_\_\_\_**

**City and County of San Francisco, California  
Multifamily Housing Revenue Bonds  
(SFHA Scattered Sites), Series 2022A-2 (Taxable)**

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This instrument prepared by and  
when recorded return to:

Squire Patton Boggs (US) LLP  
1201 W. Peachtree St. NW, Suite 3150  
Atlanta, GA 30309  
Attention: Isaac Yilma, Esq.

## ASSIGNMENT OF DEED OF TRUST DOCUMENTS

This **ASSIGNMENT OF DEED OF TRUST DOCUMENTS**, dated as of \_\_\_\_\_ 1, 2022 (as the same may be amended, modified or supplemented from time to time, "Assignment") from the **CITY AND COUNTY OF SAN FRANCISCO**, a municipal corporation duly organized and validly existing under its charter and the laws and Constitution of the State of California (together with its successors and assigns, the "Assignor"), to [\_\_\_\_\_, a \_\_\_\_\_], 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 \_\_\_\_\_ 1, 2022 (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**, MHDC New Map, L.P., a limited partnership duly organized and validly existing under the laws of the State of California (together with its permitted successors and assigns, the "Borrower") has:

(i) entered into a Loan Agreement with the Assignor dated as of \_\_\_\_\_ 1, 2022 (as the same may be amended, modified or supplemented from time to time, the "Loan Agreement"), evidencing indebtedness in the maximum aggregate principal amount of \$\_\_\_\_\_ (the "Loan"); and

(ii) executed and delivered to the Assignor the Promissory Note dated \_\_\_\_\_ 1, 2022 (as the same may be amended, modified or supplemented from time to time, the "Promissory Note") in the principal amount of \$\_\_\_\_\_ and made to the order of the Assignor, as payee, further evidencing the Loan; and

(iii) executed and delivered to the Assignor a Leasehold Deed of Trust, Assignment of Rents and Leases, Security Agreement and Fixture Filing dated as of \_\_\_\_\_ 1, 2022 (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 real property records of the City and County of San Francisco, California, 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 "Security Documents"; and

**WHEREAS**, the Assignor desires to assign and transfer to the Assignee all its right, title and interest in and to the Security 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 Security 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 Security 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; Reserved Rights. 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 Security Documents, excluding the Reserved Rights of the Assignor. This Assignment is made and shall be without recourse, warranty or representation of the Assignor. The Trustee shall have the same rights, protections, immunities and indemnities hereunder as afforded to it under the Indenture and the Loan Agreement. With respect to the Reserved Rights, subject to the limitations set forth in this Assignment, the Trustee may:

a. Tax Covenants. (i) Seek (A) specific performance of, and enforce, the tax covenants in the Indenture, the Loan Agreement, the Tax Certificate and any related loan documents (collectively, the “Tax Covenants”), and (B) injunctive relief against acts which may be in violation of any of the Tax Covenants, and (ii) enforce the Borrower’s obligation to pay amounts for credit to any rebate fund; and

b. Reserved Rights. Take whatever action at law or in equity which appears necessary or desirable to enforce the other Reserved Rights, subject to the limitations contained in the Indenture.

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 California, without reference to its conflicts of laws and principles.

[The remainder of this page is intentionally left blank.]

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:**

**CITY AND COUNTY OF SAN FRANCISCO,  
CALIFORNIA**

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

**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.
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State of California )  
County of San Francisco )

On \_\_\_\_\_, 2022, before me, \_\_\_\_\_  
(insert name and title of the officer)

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 \_\_\_\_\_ (SEAL)

**ASSIGNEE:**

[\_\_\_\_\_], as trustee

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

Name:

Title:

**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 California )  
County of San Francisco )

On \_\_\_\_\_, 2022, before me, \_\_\_\_\_  
(insert name and title of the officer)

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 \_\_\_\_\_ (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:**

**MHDC NEW MAP, L.P.**, a California limited partnership

By: \_\_\_\_\_, a \_\_\_\_\_, its  
\_\_\_\_\_

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

**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.
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State of California )  
County of San Francisco )

On \_\_\_\_\_, 2022, before me, \_\_\_\_\_  
(insert name and title of the officer)

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 \_\_\_\_\_ (SEAL)

**EXHIBIT A**  
**LEGAL DESCRIPTION OF PROPERTY**  
[TO BE PROVIDED]