

WHEN RECORDED MAIL TO:

Citibank, N.A.
Transaction and Asset Management Group/Post Closing
388 Greenwich Street, Trading 6th Floor
New York, New York 10013
Attention: Tanya Jimenez
Re: Vi Collina Deal ID No. 60000227

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

KNOW ALL PERSONS BY THESE PRESENTS:

AUSTIN HOUSING FINANCE CORPORATION, a public, nonprofit corporation and instrumentality of the City of Austin organized under the laws of the State of Texas (“**Assignor**”), pursuant to that certain Funding Loan Agreement, dated as of the date hereof (“**Funding Loan Agreement**”), by and between Assignor, **WILMINGTON TRUST, NATIONAL ASSOCIATION**, as Fiscal Agent (“**Assignee**”), and **CITIBANK, N.A.**, a national banking association (“**Funding Lender**”), for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, does by these presents assign to Assignee, for the benefit of Funding Lender, without recourse, all of Assignor’s right, title and interest in and to, subject to the Reserved Rights (as defined in the Funding Loan Agreement), the instruments (“**Assigned Instruments**”) described on Schedule 1 attached hereto.

TOGETHER with the Note 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 constitutes and appoints the Assignee as the Assignor’s true and lawful attorney, irrevocable in law or in equity, in the Assignor’s name, place and stead, but at Assignee’s cost and expense, 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 Espero Austin at Rutland, LP, a Texas limited partnership (“**Borrower**”), and Assignor (the “**Borrower 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 Borrower 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 or Servicer of any of their rights under the Borrower Loan Documents upon the occurrence of an event of default by Borrower under the Borrower Loan Documents; or

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

Definitions. All capitalized terms that are used and are not defined herein shall have the respective meanings ascribed to them in the Borrower 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.

Dated as of the 1st day of June, 2021 (the foregoing date is for reference purposes only and this Assignment shall not be effective until the Closing Date, as defined in the Borrower Loan Agreement).

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK]

IN WITNESS WHEREOF, the undersigned has duly executed and delivered this Assignment of Deed of Trust and Loan Documents or caused this Assignment of Deed of Trust and Loan Documents to be duly executed and delivered by its authorized representative as of the date first set forth above.

ASSIGNOR:

AUSTIN HOUSING FINANCE CORPORATION

By: _____

Name:

Title:

STATE OF TEXAS)
)
COUNTY OF TRAVIS)

On this ____ day of _____, 2020, before me, _____, personally appeared _____, known to me or proven on the basis of satisfactory evidence to be the person whose name is subscribed to the within instrument, and acknowledged to me that he/she executed the same in his/her authorized capacity as the _____ of the Austin Housing Finance Corporation, and that by his/her signature on the instrument the entity on behalf of which he/she acted executed the instrument.

WITNESS my hand and official seal.

Notary

My Commission expires:

(SEAL)

**SCHEDULE 1
TO
ASSIGNMENT OF DEED OF TRUST
AND LOAN DOCUMENTS**

ASSIGNEE:

Wilmington Trust, National Association
15950 North Dallas Parkway, Suite 550
Dallas, Texas 75284
Attention: Corporate Trust

ASSIGNED INSTRUMENTS:

1. Multifamily Note (Tranche A) by Espero Austin at Rutland, LP, a Texas limited partnership (“**Borrower**”), to Assignor, dated as of the Closing Date, in the original principal amount of up to \$[_____].
2. Multifamily Note (Tranche B) by Borrower to Assignor, dated as of the Closing Date, in the original principal amount of up to \$[_____].
3. Multifamily Leasehold Deed of Trust, Assignment of Rents, Security Agreement and Fixture Filing, dated as of the date hereof, executed by Borrower for the benefit of Assignor securing the principal amount of up to \$[_____], which is being recorded immediately prior hereto in the Recorder’s Office of Travis County, Texas, and encumbers the real property (and improvements thereon) that is more particularly described on **Exhibit A**.

EXHIBIT A

LEGAL DESCRIPTION

[To Be Inserted]