

TEXAS DEPARTMENT OF HOUSING AND COMMUNITY AFFAIRS

ASSIGNMENT AND ACCEPTANCE FORM

Name of Development: _____

TDHCA No.: _____

Name of Development Owner: _____

Please find attached as Attachment A an organizational chart for the Development Owner. Multiple Persons are affiliated with the Development Owner. These Persons desire to identify for the Texas Department of Housing and Community Affairs (the "Department") which Persons Control the Development Owner for the purposes described herein.

In consideration of the premises herein expressed and for certain other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged and confessed, _____ ("Control Party 1") and _____ ("Control Party 2"), each intending to be legally bound, do hereby agree as follows:

Capitalized terms used but not defined in this Assignment and Acceptance shall have the meanings given them in the rules of the Department.

Except as disclosed on the organizational chart at Attachment A hereto, which is incorporated herein by reference for all purposes, there is no other Person who exercises Control over the Development Owner.

Control Party 1 assigns to Control Party 2, and Control Party 2 accepts such assignment for Control Party 2 to exercise sole and unfettered authority and responsibility for ensuring that the Development Owner complies with each and all of the requirements for which the Department will monitor the Development ("Compliance Matters").

This Assignment and Acceptance will remain in full force and effect until such time, if any, as either Control Party 1 or Control Party 2 provides written notification to the Department and to each other that it is terminated or changed.

Until such time as this assignment and acceptance is terminated Control Party 1 waives and relinquishes all right to receive notice from the Department of any matter relating to the compliance by the LP with any of the assigned matters and further waives and relinquishes and any and all right to Control, direct, superintend, require review, or provide consent for any Compliance Matters. This does not in any manner limit the requirements, if any, under the government documents of the Development Owner, that may be imposed on the Development

Owners for any other matters not covered or subsumed hereby nor does it serve to restrict Control Party 2's ability to provide Control Party 1 information about Compliance Matters.

For so long as this Assignment and Acceptance remains in effect any Compliance Matters with respect to the Development will not be attributed to Control Party 1 in connection with any previous participation review that the Department may from time to time conduct with respect to or encompassing Control Party 1.

Control Party 1 and Control Party 2 acknowledge and agree that the existence of this Assignment and Acceptance has been disclosed to any investor in the Development Owner, and approved by such investor, if required.

Control Party 1 hereby represents and warrants to Control Party 2 and the Department that it is a duly organized and existing _____, formed under the laws of the state of _____, and is duly qualified to do business in all jurisdictions in which it is required to be so qualified. It is in good standing with the State of Texas.

Control Party 2 hereby represents and warrants to Control Party 1 and the Department that it is a duly organized and existing _____, formed under the laws of the state of _____, and is duly qualified to do business in all jurisdictions in which it is required to be so qualified. It is in good standing with the State of Texas.

Control Party 1 and Control Party 2 represent and warrant to each other and the Department that the execution, delivery, and performance of this Agreement has been duly authorized by all necessary corporate and other action on their behalf and all necessary consents, licenses, permits and others approvals necessary have been obtained or will, by the required times, have been obtained.

Control Party 1 and Control Party 2 represent and warrant to each other and the Department that the execution, delivery, and performance of this Assignment and Acceptance will not violate any of their constitutive documents or any statute, rule, regulation, agreement, order, ordinance, policy, or other requirement to which either of them is subject or create an event of default under any such requirement.

When executed, this Assignment and Acceptance will represent the legal, valid, and binding obligation of Control Party 1 and Control Party 2 as set forth herein, enforceable in accordance with its terms except as the same may be altered or affected by the application of the laws of bankruptcy and general principles of equity.

There are no agreements not reflected in this Assignment and Acceptance, written or unwritten, express or implied, in any way relating to the subject matter of this Assignment and Acceptance.

Each person who is executing this Assignment and Acceptance for and on behalf of a party hereto has been duly authorized, for and on behalf of such party, to execute this Assignment and Acceptance

This Agreement is subject to the laws of the State of Texas except as federal law may otherwise apply.

Venue for any legal proceedings to enforce or construe any aspect of this Agreement shall lie exclusively within Travis County, Texas.

This Assignment and Acceptance shall not become effective until and unless it is acknowledged by the Department.

Executed this ____ day of ___, 20__.

(Control Party 1)

By: _____

Its duly authorized officer or representative

(Control Party 2)

By: _____

Its duly authorized officer or representative

Executed solely for purposes of acknowledgement in accordance with paragraph 16 hereof and not as a party

Texas Department of Housing and Community Affairs

By: _____

Its duly authorized officer or representative