

ASSIGNMENT AGREEMENT

This **ASSIGNMENT AGREEMENT** (this “**Agreement**”) is made as of the ____ day of _____, 2022 by and between **MCKINNEY HOUSING FINANCE CORPORATION** (“**MHFC**”), a Texas non-profit housing finance corporation and the **TEXAS DEPARTMENT OF HOUSING AND COMMUNITY AFFAIRS** (“**TDHCA**”), a public and official agency of the State of Texas.

RECITALS:

A. MHFC has been duly created and organized pursuant to and in accordance with the provisions of the Texas Housing Finance Corporations Act, as amended, Texas Local Government Code, Chapter 394 (the “**Act**”), for the purpose of providing a means of financing the costs of residential ownership and development that will provide decent, safe and sanitary housing for persons of low and moderate income at prices they can afford.

B. The Act authorizes MHFC to issue bonds for the purpose of obtaining funds to finance home mortgage loans (or participation interests therein) for persons of low and moderate income for homes within the geographic limits of McKinney, Texas.

C. Section 103 and Section 143 of the Internal Revenue Code of 1986, as amended (the “**Code**”), provide that the interest on obligations issued by or on behalf of a state or a political subdivision thereof the proceeds of which are to be used to finance owner-occupied residences shall be excludable from gross income of the owners thereof for federal income tax purposes if such issue meets certain requirements set forth in Section 143 of the Code.

D. Section 146(a) of the Code requires that certain “private activity bonds” (as defined in Section 141(a) of the Code) must come within the issuing authority’s private activity bond limit for the applicable calendar year in order to be treated as obligations the interest on which is excludable from the gross income of the holders thereof for federal income tax purposes.

E. The private activity bond “State ceiling” (as defined in Section 146(d) of the Code) applicable to the State of Texas (the “**State**”) is subject to allocation, in the manner authorized by Section 146(e) of the Code, pursuant to Chapter 1372, Texas Government Code, as amended (the “**Allocation Act**”).

F. The Allocation Act requires MHFC, in order to reserve a portion of the State ceiling for qualified mortgage bonds and satisfy the requirements of Section 146(a) of the Code, to file an application for reservation (an “**Application for Reservation**”) with the Texas Bond Review Board (the “**Bond Review Board**”), stating the maximum amount of the bonds requiring an allocation, the purpose of the bonds and the section of the Code applicable to the bonds.

G. The Allocation Act and the rules promulgated thereunder by the Bond Review Board (the “**Allocation Rules**”) require that an Application for Reservation be accompanied by a copy of the certified resolution of the issuer authorizing the filing of the Application for Reservation.

H. By resolution adopted on **[DATE OF RESOLUTION APPROVING FILING VOLUME CAP APPLICATION]**, MHFC authorized the filing of an Application for Reservation with the Bond Review Board in the maximum amount of \$7,000,000 with respect to qualified mortgage bonds, and the Bond Review Board has issued or is expected to issue a reservation of “State Ceiling” in connection with such Application for Reservation (the “**Reservation**”).

I. MHFC has determined to (a) delegate to TDHCA HFC’s authority to issue bonds or mortgage credit certificates (“**MCCs**”) for the purposes specified above, pursuant to Section 394.032(e) of the Act, which

provides that “a housing finance corporation may delegate to the Texas Department of Housing and Community Affairs the authority to act on its behalf in the financing, refinancing, acquisition, leasing, ownership, improvement, and disposal of home mortgages or residential developments, within and outside the jurisdiction of the housing finance corporation, including its authority to issue bonds for those purposes,” and (b) assign the Reservation to TDHCA, pursuant to Section 1372.044 of the Texas Government Code.

J. MHFC was created by City of McKinney, Texas (the “Sponsor”) pursuant to the Act.

K. As the governmental unit that created MHFC, the Sponsor has approved the assignment of the Reservation to TDHCA in accordance with Section 1372.044 of the Texas Government Code.

NOW THEREFORE, in consideration of the foregoing and the mutual representations, warranties, covenants and conditions contained herein, the parties hereto hereby agree as follows:

1. **Assignment.** MHFC hereby assigns, conveys and transfers to TDHCA, to the full extent assignable under applicable law, all of MHFC’s right, title and interest in, to and under the Reservation (the “**Assignment**”), including without limitation, the right to file a carryforward designation request and to elect to use the Reservation to issue MCCs. The Assignment is irrevocable and applies only to the Reservation for the 2022 program year.

2. **Consents.** MHFC agrees to obtain and deliver to TDHCA, such consents to the Assignment of the Reservation as may be required.

3. **Expenses.** TDHCA shall be responsible for payment of all fees and expenses incurred from and after the date of this Agreement with respect to the Reservation, including any carryforward application fee and/or closing fees payable to the Bond Review Board.

4. **Agreement.** In exchange for the Assignment, TDHCA agrees to originate in the geographic service area of MHFC (a) mortgage loans that are eligible for pooling into mortgage certificates and purchase by the trustee for one or more series of tax-exempt bonds issued by TDHCA (“Pooled Loans”), and/or (b) My First Texas Home Combo Loans with MCCs (“Combo Loans”, and referred to herein together with the Pooled Loans collectively as “MHFC Loans”), until an aggregate amount of \$[AMOUNT] of MHFC Loans (accounting for the amount of Pooled Loans originated, pooled and purchased by the trustee, and the combined total mortgage loan principal amount of the Combo Loans) have been originated or issued, respectively. MHFC Loans will be originated on a first-in, first-out basis.

5. **Fees.** TDHCA will pay an ongoing fee of [FEE AMOUNT] basis points (collectively, “MHFC Fees”) of the aggregate outstanding balance of MHFC Loans that have been pooled into mortgage-backed securities or for which an MCC has been issued. MHFC Fees will be paid for a period of [TERM] years for each MHFC Loan originated under this Agreement and purchased by the trustee that is not more than 30-days delinquent at the time an MHFC Fee is calculated. The outstanding balance of MHFC Loans will be reduced monthly to reflect principal repayments and prepayments (including foreclosures of MHFC Loans). MHFC Fees cease to accrue with respect to any MHFC Loan once that MHFC Loan has been repaid or prepaid. MHFC Fees will be paid annually, in accordance with payment instructions to be provided by MHFC.

6. **Reporting.** TDHCA will provide [FREQUENCY] origination reports reflecting the number, dollar amount, and status of the MHFC Loans in the pipeline. Once MHFC Loans have been pooled into mortgage-backed securities or an MCC has been issued, TDHCA will provide [FREQUENCY] loan level detail with respect to the outstanding loan balances; no personally identifiable information will be included.

7. **Governing Law.** This Agreement shall be governed by and enforced in accordance with the laws of the State of Texas.

8. **Severability.** The invalidity, illegality or unenforceability of any provision of this Agreement shall not affect the validity, legality or enforceability of any other provision, and all other provisions shall remain in full force and effect.

9. **Entire Agreement; Amendment and Waiver.** This Agreement contains the complete and entire understanding of the parties with respect to the matters covered herein. This Agreement may not be amended, modified or changed, nor shall any waiver of any provision hereof be effective, except by a written instrument signed by the party against whom enforcement of the waiver, amendment, change, or modification is sought, and then only to the extent set forth in that instrument. No specific waiver of any of the terms of this Agreement shall be considered as a general waiver.

10. **Counterparts.** This Agreement may be executed in one or more counterparts, each of which is an original and all of which together constitute one and the same Agreement. Electronically transmitted counterparts shall be deemed originals.

[Execution pages follow]

IN WITNESS WHEREOF, the undersigned have duly executed and delivered this Agreement to be effective as of the date first set forth above.

MCKINNEY HOUSING FINANCE CORPORATION

By: _____
Name: _____
Title: _____

**TEXAS DEPARTMENT OF HOUSING AND
COMMUNITY AFFAIRS**

By: _____
Name: _____
Title: _____