

**PREPARED BY, AND AFTER  
RECORDING RETURN TO:**

Greenberg Traurig LLP  
1000 Louisiana, Suite 6700  
Houston, Texas 77002  
Attention: Wayne A. Yaffee, Esq.

ASSIGNMENT OF LEASEHOLD DEED OF TRUST AND LOAN DOCUMENTS

KNOW ALL PERSONS BY THESE PRESENTS:

That this ASSIGNMENT OF LEASEHOLD DEED OF TRUST AND LOAN DOCUMENTS by TEXAS DEPARTMENT OF HOUSING AND COMMUNITY AFFAIRS, a public and official agency of the State of Texas (herein designated as the "Assignor"), is made as of \_\_\_\_\_ 1, 2026, to be effective as of the date of delivery of the Project Loan Agreement (defined in Schedule 2), for and in consideration of the sum of One Dollar (\$1.00) and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, does by these presents assign to the "Assignee" designated on Schedule 1 attached hereto (herein designated as the "Assignee") without recourse, warranty or representation of Assignor and excluding the Unassigned Rights of Assignor as provided in the Funding Loan Agreement among Fifth Third Bank, N.A., Assignor, and Assignee dated as of \_\_\_\_\_ 1, 2026, to be effective as of the date of delivery of the Project Loan Agreement described in Schedule 1, all of the Assignor's right, title and interest in and to, subject to the reserved rights stated therein, (i) the instruments ("Assigned Instruments") described on Schedule 1 attached hereto, and (ii) all other documents, instruments, rights and privileges described on Schedule 2 attached hereto to the extent Assignor has an interest in the same.

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 Borrower'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.

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.

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK]

**IN WITNESS WHEREOF**, the said Assignor has hereunto set its hand or caused these presents to be signed by its proper corporate officer as of the date first set forth above.

TEXAS DEPARTMENT OF HOUSING AND  
COMMUNITY AFFAIRS, a public and official agency  
of the State of Texas

By: \_\_\_\_\_  
James B. "Beau" Eccles,  
Secretary to the Board

STATE OF \_\_\_\_\_ §  
  §  
COUNTY OF \_\_\_\_\_ §

This instrument was acknowledged before me on the \_\_\_\_ day of \_\_\_\_\_, 2026, by James B. "Beau" Eccles, Secretary of the Board of the Texas Department of Housing and Community Affairs, a public and official agency of the State of Texas, on behalf of said agency.

\_\_\_\_\_  
NOTARY PUBLIC, State of Texas

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

"ASSIGNEE" (AND ADDRESS):

Zions Bancorporation, National Association  
1801 Main St., Suite 460  
Houston, Texas 77002

ASSIGNED INSTRUMENTS:

1. Project Note by Waters at Waterchase, LP, a Texas limited partnership ("Borrower"), to Assignor made as of \_\_\_\_\_, 2026, in the original principal sum of \$18,000,000.00.
2. Leasehold Deed of Trust, Security Agreement, and Assignment of Rents made as of \_\_\_\_\_ 1, 2026, from Borrower for the benefit of Texas Department of Housing and Community Affairs, which Instrument was recorded as Clerk's File No. \_\_\_\_\_ on \_\_\_\_\_, 2026, in the office of the County Clerk of Dallas County, Texas and which encumbers the leasehold interest in the real property (and improvements thereon) which is particularly described in the Exhibit A attached thereto.

SCHEDULE 2  
TO  
ASSIGNMENT OF LEASEHOLD DEED OF TRUST AND LOAN DOCUMENTS

Each of the following are made as of \_\_\_\_\_ 1, 2026 (as hereinafter defined).

1. The Project Loan Agreement among Assignor, the Fiscal Agent named therein, and Borrower (the "Project Loan Agreement").
2. Guaranty from Atlantic Housing Foundation, Inc.
3. Collateral Assignment of Rights to Tax Credits and Ownership Interests.
4. Environmental Indemnity Agreement.
5. Any and all other Project Loan Documents (as defined in the Project Loan Agreement) in connection with the transaction whereby proceeds of the Assignor's Multifamily Housing Revenue Note (Waters at Waterchase) Series 2026 in the amount of \$18,000,000.00 have been loaned by Assignor to Borrower.