

**AFTER RECORDING
RETURN TO:**

Andrew Prihoda
Bracewell LLP
111 Congress Avenue
Austin, Texas 78701

ASSIGNMENT OF SECURITY INSTRUMENT

This Assignment of Security Instrument (“Assignment”) is dated as of [_____] 1, 2026 from the TEXAS DEPARTMENT OF HOUSING AND COMMUNITY AFFAIRS, a public and official agency of the State of Texas (the “Assignor”), to WILMINGTON TRUST, NATIONAL ASSOCIATION, as Fiscal Agent (the “Assignee”) under the Funding Loan Agreement (the “Funding Loan Agreement”) dated as of [_____] 1, 2026, among the Assignor as Governmental Lender, the Assignee as Fiscal Agent and International Bank of Commerce, a Texas state banking corporation (“Funding Lender”) as Initial Funding Lender. Capitalized terms used but not defined herein shall have the meanings given to them in the Funding Loan Agreement.

RECITALS

MURDEAUX REHAB DEVELOPMENT, LP, a Texas limited partnership (the “Owner”), as Borrower, has:

(i) entered into with the Assignor and the Assignee a Project Loan Agreement dated as of [_____] 1, 2026 (as amended or supplemented, the “Project Loan Agreement”), evidencing indebtedness in the aggregate principal amount of \$[PRINCIPAL] (the “Project Loan”);

(ii) executed and delivered to the Assignor the Project Note dated [the Delivery Date] (as amended or supplemented, the “Project Note”) in the principal amount of \$[PRINCIPAL] and made to the order of the Assignor as Payee, further evidencing the Project Loan; and

(iii) executed and delivered to the Assignor the [Leasehold Multifamily Deed of Trust, Assignment of Rents, Security Agreement, and Fixture Filing] dated to be effective as of [the Delivery Date] made to a mortgage trustee for the benefit of the Assignor, securing the Project Note, and to be recorded in the Deed Records of Dallas County, Texas, and relating to the real estate described in Exhibit A hereto (the “Deed of Trust”).

Assignor obtained the funds to make the Project Loan with the proceeds of a separate loan in the aggregate principal amount of \$[PRINCIPAL] (the “Funding Loan” and together with the Project Loan, the “Loans”).

The documents identified in (i), (ii) and (iii) above, together with any and all other documents executed by Owner to or for the benefit of Assignor evidencing or securing the Loans and all financing and continuation statements to perfect the liens and security interests granted thereby, are collectively referred to herein as the “Deed of Trust Documents.”

In consideration of Funding Lender making the Funding Loan, the Assignor desires to assign and transfer to the Assignee all its right, title and interest in and to the Deed of Trust Documents, excluding the Unassigned Rights (as defined in the Funding Loan Agreement), and the Assignee desires to acquire

Assignor's right, title and interest as aforesaid under the Deed of Trust Documents in accordance with the terms hereof. The Assignee is joining in the execution of this Assignment in order to evidence its acceptance hereof.

The Owner is joining in the execution of this Assignment in order to evidence its consent hereto and in order to agree that the Deed of Trust Documents shall be effective to secure the obligations of the Owner to the Assignee as more fully set forth therein and herein.

AGREEMENT

For and in consideration of the premises, the sum of \$10.00, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereby agree as follows:

Section 1. Definitions. All words and phrases defined in the Funding Loan Agreement 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. 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 Deed of Trust Documents, excluding any Unassigned Rights, and Assignee accepts such assignment and assumes Assignor's obligations under the Deed of Trust Documents. This Assignment is made and shall be without recourse, warranty or representation of the Assignor.

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.

This Assignment may be executed in any number of counterparts, each executed counterpart constituting an original, but all counterparts together constituting only one instrument.

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 Texas, without reference to the conflicts of laws principles of the State of Texas.

(SIGNATURE PAGES FOLLOW)

IN WITNESS WHEREOF, the undersigned have executed this Assignment of Security Instrument as of the date first above written.

ASSIGNOR

**TEXAS DEPARTMENT OF HOUSING AND
COMMUNITY AFFAIRS, as Governmental Lender**

By: _____
Name: James B. "Beau" Eccles
Title: Secretary to the Board

ACKNOWLEDGMENT

STATE OF TEXAS
COUNTY OF TRAVIS

This instrument was acknowledged before me on , 2026, by James B. "Beau" Eccles, Secretary to the Governing 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 Signature

My Commission expires: _____

(Personalized Seal)

ASSIGNEE

**WILMINGTON TRUST, NATIONAL
ASSOCIATION,
as Fiscal Agent**

By: _____
Name: _____
Title: _____

ACKNOWLEDGMENT

STATE OF _____ §
CITY OF _____ §
COUNTY OF _____ §

This instrument was acknowledged before me on _____, 2026, by
_____, _____ of Wilmington Trust,
National Association, a national banking association, on behalf of said banking association.

Notary Public Signature

My Commission expires: _____

(Personalized Seal)

The undersigned, being the Owner referred to in the foregoing Assignment of Security Instrument, hereby acknowledges receipt and acceptance thereof and consents and agrees to the assignment made therein and to the terms and provisions thereof.

**MURDEAUX REHAB DEVELOPMENT, LP,
a Texas limited partnership**

By: Murdeaux Rehab Development GP, LLC,
a Texas limited liability company,
its general partner

By: _____
Name: _____
Title: _____

ACKNOWLEDGMENT

STATE OF TEXAS
COUNTY OF _____

This instrument was acknowledged before me on _____, 2026, by _____, _____ of _____, the _____ of Murdeaux Rehab Development GP, LLC, a Texas limited liability company, the general partner of Murdeaux Rehab Development, LP, a Texas limited partnership, on behalf of said entity.

IN WITNESS WHEREOF, I hereunto set my hand and official seal.

Notary Public, State of _____

Notary's Name (Printed): _____

Notary Seal:

EXHIBIT A

LEGAL DESCRIPTION [Note: subject to update]

BEING a tract of land situated in the Jessie Elam Survey, Abstract 444, in the City of Dallas, Dallas County, Texas, and being all of Lot 1, Block N/6264, of SPHINX AT MURDEAUX, an Addition to the City of Dallas, Dallas County, Texas, according to the map or plat thereof recorded In Volume 2003211, Page 611, of the Map Records of Dallas County, Texas and being more particularly described by metes and bounds as follows:

BEGINNING at a 5/8" iron rod found for the common East corner of Lots 1 and 2 of said Sphinx at Murdeaux, same being on the West line of Murdeaux Lane (a 60' dedicated public R.O.W.);

THENCE South 07° 53' 00" West, along said East line of Lot 1 and along the West line of said Murdeaux Lane, a distance of 128.30 feet to a 5/8" iron rod set for corner in the North right of way line of Olusta Drive (a 60' dedicated public R.O.W.), same also being at the beginning of a non-tangent curve to the left having a central angle of 04° 00' 47", a radius of 483.42 feet and a chord which bears North 89° 39' 25" West - 33.85 feet;

THENCE continuing along the curving East line of Lot 1, an arc distance of 33.86 feet to a 5/8" iron rod set for an inner ell corner;

THENCE South 02° 10' 42" East, departing the North line of said Olusta Drive and continuing along the East line of said Lot 1 and, a distance of 199.23 feet to a 3/8" iron rod found for corner, same being a Northerly corner of Woodland City Addition, 2nd Section, an addition to the City of Dallas, as recorded in Volume 478, Page 2343, Plat Records, Dallas County, Texas, same also being at the beginning of a non-tangent curve to the left having a central angle of 37° 22' 37", a radius of 988.32 feet and a chord which bears South 64° 11' 21" West - 633.36 feet;

THENCE continuing along the curving South line of Lot 1 and along the North line of said Woodland City Addition, an arc distance of 644.73 feet to a 5/8" iron rod set for corner, same being at the beginning of a reverse curve to the right having a central angle of 31° 45' 07", a radius of 301.02 feet and a chord which bears South 61° 22' 53" West - 164.69 feet;

THENCE continuing along the curving South line of Lot 1 and along the North line of said Woodland City Addition, an arc distance of 166.82 feet to a 5/8" iron rod found for corner;

THENCE South 77° 15' 32" West, continuing along the common line, a distance of 109.06 feet to a 5/8" iron rod found for corner;

THENCE South 11° 43' 53" East, along the South line of said Lot 1 and the North line of said Woodland City Addition, a distance of 138.62 feet to a 1/2" iron rod found for corner, same being in the Northerly right of way line of Ridgewick Drive (a 50' dedicated public R.O.W.);

THENCE South 77° 22' 48" West, continuing along the South line of said Lot 1 with the North line of said Ridgewick Drive, a distance of 173.91 feet to a 5/8" iron rod found for corner, same being in the West line of Schepps Parkway (a 50' dedicated public R.O.W.);

THENCE South $11^{\circ} 42' 29''$ East, departing said North line of Ridgewick Drive and along the South line of said Lot 1, with the West line of said Schepps Parkway, a distance of 24.92 feet to a 5/8" iron rod found for corner, same being the Northeast corner of a tract of land conveyed to the City of Dallas under the Park-Exempt 1968, now known as Woodland Springs Park;

THENCE South $77^{\circ} 43' 57''$ West, departing said Schepps Parkway and said Woodland City Addition, and along the common line of said Lot 1 and said Woodland Springs Park, a distance of 322.10 to a point for corner, same being situated in the meanders of Elam Creek;

THENCE departing the North line of said Woodland Springs Park and continuing along the West line of said Lot 1 with the meanders of Elam Creek, same also being the East line of a tract of land conveyed to YMCA of Metropolitan Dallas by deed recorded in Volume 99250, Page 3116, Deed Records of Dallas County, Texas the following:

North $00^{\circ} 25' 46''$ East, a distance of 773.73 feet to a corner;

South $88^{\circ} 39' 29''$ East, a distance of 256.26 feet to a corner;

North $37^{\circ} 44' 45''$ East, a distance of 377.54 feet to a corner;

THENCE South $89^{\circ} 51' 01''$ East, departing said Elam Creek and continuing along the North line of said Lot 1 with the South line of said YMCA tract, a distance of 270.46 feet to a 5/8" iron rod set for corner, same being the most Westerly Southwest corner of Sphinx at Murdeaux, Lot 2, as recorded in Volume 2003091, Page 13302, Deed Records of Dallas County, Texas;

THENCE South $37^{\circ} 06' 29''$ East, along said Lot 1 with the South line of said Lot 2, a distance of 66.99 feet to a 5/8" iron rod set for corner, same being at the beginning of a curve to the left having a central angle of $65^{\circ} 30' 49''$, a radius of 178.70 feet and a chord which bears South $69^{\circ} 51' 53''$ East - 193.38 feet;

THENCE continuing along the curving North line of Lot 1 and along the South line of said Lot 2, an arc distance of 204.33 feet to a 5/8" iron rod set for corner, same being at the beginning of a reverse curve to the right having a central angle of $09^{\circ} 12' 34''$, a radius of 1337.50 feet and a chord which bears North $81^{\circ} 58' 59''$ East - 214.75 feet;

THENCE continuing along the curving North line of Lot 1 and along the South line of said Lot 2, an arc distance of 214.98 feet to a 5/8" iron rod set for corner, same being at the beginning of a tangent curve to the right having a central angle of $10^{\circ} 57' 36''$, a radius of 618.30 feet and a chord which bears South $87^{\circ} 55' 57''$ East - 118.09 feet;

THENCE continuing along the curving North line of Lot 1 and along the South line of said Lot 2, an arc distance of 118.27 feet to the POINT OF BEGINNING and containing 785,673 square feet or 18.04 acres of land, more or less.