

**THE REBEKAH
BOND LOAN**

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

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

ASSIGNMENT OF DEED OF TRUST AND LOAN DOCUMENTS

KNOW ALL PERSONS BY THESE PRESENTS:

That this Assignment of Deed of Trust and Loan Documents by Austin Housing Public Facility Corporation, a public facility corporation duly organized and existing under the laws of the State of Texas (herein designated as the "Assignor"), is made as of July 1, 2023, to be effective as of the date of delivery of the Loan Agreement (as 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 Issuer's Rights of Assignor as provided in the Trust Indenture between Assignor and Assignee dated as of July 1, 2023, to be effective as of the date of delivery of the Loan Agreement, 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.

[Signature Page Follows]

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.

AUSTIN HOUSING PUBLIC FACILITY CORPORATION

By: _____
Rosie Truelove, Treasurer

STATE OF TEXAS)
)
COUNTY OF TRAVIS)

Before me, _____, on this day personally appeared Rosie Truelove, known to me to be the person whose name is subscribed to the foregoing instrument, and known to me to be a duly authorized officer or representative of the AUSTIN HOUSING PUBLIC FACILITY CORPORATION, a Texas public housing facility corporation, and acknowledged to me that he/she executed said instrument for the purposes and consideration therein expressed. Given under my hand and seal of office this _____ day of July, 2023.

Notary Public

(SEAL)

My Commission Expires:

SCHEDULE 1
TO
ASSIGNMENT OF DEED OF TRUST AND LOAN DOCUMENTS

"ASSIGNEE" (AND ADDRESS):

Wilmington Trust, National Association, as trustee
15950 North Dallas Parkway
Suite 550
Dallas, Texas 75248
Attention: Stephen McPherson

ASSIGNED INSTRUMENTS:

1. Promissory Note by AGC RBJ II, LLC, a Texas limited liability company ("Borrower"), to AUSTIN HOUSING PUBLIC FACILITY CORPORATION, a public housing facility corporation duly organized and existing under the laws of the State of Texas ("Issuer") made as of July 1, 2023, in the original principal sum of \$45,000,000.00
2. Amended and Restated Construction Deed of Trust, Security Agreement, Collateral Assignment of Leases and Rents and Fixture Filing, is made as of July 1, 2023 to be effective as of the date of delivery of the Loan Agreement from Borrower for the benefit of Issuer, which Instrument was recorded as Clerk's File No. _____ on _____, 2023 in the office of the County Clerk of Travis County, Texas and which encumbers the fee interest in the real property (and improvements thereon) which is particularly described in the Exhibit A attached thereto.

SCHEDULE 2
TO
ASSIGNMENT OF DEED OF TRUST AND LOAN DOCUMENTS

Each of the following are made as of July 1, 2023, to be effective as of the date of delivery of the Loan Agreement.

1. The Loan Agreement among Assignor, JPMorgan Chase Bank, N.A. ("Bondholder Representative") and Borrower (the "Loan Agreement").
2. Payment Guaranty from DMA Development Company, LLC ("Entity Guarantor") and Diana McIver ("Individual Guarantor")
3. Completion Guaranty from the Entity Guarantor and the Individual Guarantor.
4. Pledge and Assignment Agreement from the Borrower to Assignor.
5. Assignment of Developer Fees from DMA Development Company, LLC and The Austin Geriatric Center, Inc. in favor of the Assignor.
5. Assignment of Housing Assistance Payments Contract from Borrower to Assignor.
6. Assignment and Security Agreement (Investor Obligations & Tax Credits) from the Borrower in favor of the Assignor.
7. Collateral Assignment and Pledge of Managing Membership Interest from AGC RBJ MM II, LLC in favor of the Assignor.
8. Assignment of Permits and Contracts from the Borrower in favor of the Assignor.
9. Environmental Indemnity Agreement from Borrower, Entity Guarantor, and the Individual Guarantor.
10. Any and all other Loan Documents or Bond Documents (each as defined in the Loan Agreement) in connection with the transaction whereby proceeds of the Assignor's Multifamily Housing Revenue Bonds (The Rebekah) Series 2023 in the amount of \$45,000,000.00 have been loaned by Assignor to Borrower.