

NOTICE OF CONFIDENTIALITY RIGHTS: IF YOU ARE A NATURAL PERSON, YOU MAY REMOVE OR STRIKE ANY OR ALL OF THE FOLLOWING INFORMATION FROM ANY INSTRUMENT THAT TRANSFERS AN INTEREST IN REAL PROPERTY BEFORE IT IS FILED FOR RECORD IN THE PUBLIC RECORDS: YOUR SOCIAL SECURITY NUMBER OR YOUR DRIVER'S LICENSE NUMBER.

LEASEHOLD DEED OF TRUST

PROJECT NAME: YWCA Women's Live and Learn Campus Phase 1

Date: _____, 2024 (the "***Effective Date***")

Grantor: Young Women's Christian Association of San Antonio, Texas ("***YWCA***") ("***Grantor***")

Grantor's Mailing Address (including, county):
YWCA
503 Castroville Road
San Antonio, Bexar County, Texas 78237

Trustee: Andrew Segovia ("***Trustee***")

Trustee's Mailing Address (including, county):
P.O. Box 839966
San Antonio, Bexar County, Texas 78283-3966

Beneficiary: City of San Antonio, a Texas municipal corporation ("***Beneficiary***")

Beneficiary's Mailing Address (including county):
City of San Antonio
Neighborhood and Housing Services Department
Attn: Loan Servicing
P.O. Box 839966
San Antonio, Texas 78283-3966

With a copy to:

City of San Antonio
Office of the City Attorney
Attn: General Fund Housing Attorney
P.O. Box 839966
San Antonio, Texas 78283-3966

Note (the "***Note***"):

Date: Even date herewith

Amount: Six Hundred Seventy Thousand and 00/100 Dollars (\$670,000.00)

Maker: YWCA (“*Maker*”)

Payee: City of San Antonio, a Texas municipal corporation (“*Payee*”)

Final Maturity Date: June 30, 2043, unless earlier matured according to the terms of the Note, or otherwise amended in writing by Maker and Payee

Terms of Payment: As provided in the Note

Property (including any improvements) (the “*Property*”):

The leasehold estate in and to the following land:

Being an 8.978 acre tract of land lying in the San Antonio Town Tract Survey, Abstract No. 20, New City Block 8084, City of San Antonio, Bexar County, Texas, said 8.978 acre tract being Lot 46, Block 8 of the Missionary Catechists Subdivision, Unit 1 as recorded in Volume 9525, Page 22, Deed and Plat Records of Bexar County, Texas, save and except the portion of such tract conveyed by Warranty Deed recorded in Volume 5979, Page 513, Official Public Records of Bexar County Texas; said 8.978 acre tract being more particularly described in **Exhibit “A”**.

Street Address: 2318 Castroville Road, San Antonio Texas 78237.

Other Liens on the Property (the “*Other Liens*”):

Deed of Trust Security Agreement, Assignment of Rents and Leases and Financing Statement by YWCA San Antonio Support Corporation for the benefit of PeopleFund NMTC 31, LLC

Other Exceptions to Conveyance and Warranty (“*Permitted Exceptions*”):

All liens and documents evidencing, securing, or otherwise relating to all liens and documents evidencing, securing, or otherwise relating to the interest in the Property, residential leases, laundry leases, all Easements, rights-of-way, and prescriptive rights, whether of record or not, and all presently recorded instruments, including liens and conveyances, that affect the Property, including the documents evidencing, securing, or otherwise relating to the Other Liens (hereinafter defined), any encumbrances permitted under any of the Loan Documents (as defined hereunder), and any mortgages, liens, or other encumbrances subsequently approved by Beneficiary in writing.

FOR VALUE RECEIVED AND TO SECURE PAYMENT OF THE NOTE BY GRANTOR, GRANTOR HEREBY IRREVOCABLY GRANTS, BARGAINS, SELLS, CONVEYS, TRANSFERS, AND ASSIGNS GRANTOR’S LEASEHOLD INTEREST AND IMPROVEMENTS ON THE PROPERTY TO TRUSTEE, TRUSTEE’S SUCCESSORS AND ASSIGNS, IN TRUST, WITH POWER OF SALE, TO HAVE AND TO HOLD the Leasehold Estate in the Property, together with the rights, privileges, and appurtenances thereto belonging unto Trustee and Trustee’s substitutes or successors, forever, and Grantor hereby binds Grantor and Grantor’s successors and assigns to warrant and forever defend the Leasehold Estate in the Property unto Trustee, Trustee’s substitutes or successors and assigns, against the claim or

claims of all persons claiming or to claim the same or any part thereof through Grantor, subject to the Permitted Exceptions.

Subject to the Other Lien and Permitted Exceptions, and liens to secure ad valorem taxes on the leasehold interest in the Property that are not yet due, (i) Grantor warrants that it has good and indefeasible title to the leasehold interest Property and has full power and lawful authority to grant, bargain, sell, convey, assign, transfer, and mortgage Grantor's leasehold interest in the Property in the manner and form hereby done or intended; and (ii) Grantor will preserve Grantor's leasehold interest in the Property and will forever warrant and defend the same to Trustee and Beneficiary against any and all claims and will warrant and defend the validity and priority of the lien and security interest created herein against the claims of all persons and parties whomsoever claiming an interest herein through Grantor. Further, the foregoing leasehold interest in the Property shall inure to the benefit of and be enforceable by Beneficiary in the event Beneficiary acquires title to the Property pursuant to any foreclosure. If Grantor performs all the covenants of the Agreement for Development of Transitional Housing and Provision of Services ("**Agreement**"), this Leasehold Deed of Trust, and pays the Note according to its terms, this Leasehold Deed of Trust (this "**Leasehold Deed of Trust**") shall have no further effect, and Beneficiary shall release it at Grantor's expense.

GRANTOR'S OBLIGATIONS

Grantor agrees to:

1. Keep the Property in good repair and condition (reasonable wear and tear excepted) and in a safe, sanitary, and decent condition, in compliance with the City of San Antonio's Unified Development Code, Building, Housing and Property Maintenance Codes throughout the term of the Note, unless such requirements have been waived in writing by the Director of Neighborhood and Housing Services Department of the City of San Antonio ("**Director**"), Director of Development Services Department or the City Manager;
2. Not convert the Project to any form of condominium, cooperative ownership, or other non-residential use, except as permitted by the Agreement (as defined below). Nothing in this section shall prohibit Grantor from commencing and completing future phases of development of the Property, as long as such future development does not violate the terms of this Agreement or other Loan Documents.
3. Pay all taxes and assessments on the Property before becoming delinquent and provide on an annual basis to Beneficiary proof of such payment; provided that Grantor shall have the right to contest any tax or assessment, and in connection with such contest Grantor shall, as reasonably required by Beneficiary, deposit such additional security as necessary;
4. Pay when due all claims and demands of mechanics, materialmen, laborers, and others for any and all work performed or materials delivered for the Property; provided that Grantor shall have the right to contest any lien or claim, and in connection with such contest Grantor shall, as reasonably required by Beneficiary, either provide a bond or deposit such additional security as necessary;

5. Unless otherwise agreed to by Beneficiary, preserve this lien's priority as it is established in this Leasehold Deed of Trust;
7. Maintain, at Grantor's sole expense, in a form reasonably acceptable to Beneficiary, an insurance policy that is in strict accordance with the insurance requirements set forth in the Agreement;
8. Provide evidence to Beneficiary that all insurance premiums required by the Agreement have been paid current as of the date of such evidence being furnished to Beneficiary;
9. Keep any buildings occupied as required by Grantor's insurance policy;
10. Give Beneficiary prompt, written notice of the occurrence of any significant casualty affecting, or the institution of any proceedings for eminent domain, or for the condemnation of, the Property, or any significant portion thereof;
11. Subject to the Other Lien Loan Documents (hereinafter defined), assign to Beneficiary all insurance proceeds on the Property, and all causes of action, claims, compensation, awards, or recoveries for any damage, condemnation, or taking of all or any significant part of the Property or for any significant damage or significant injury to it or for any significant loss, or significant diminution in value of the Property provided that, so long as no Event of Default exists beyond all applicable notice, grace, and cure periods, the proceeds of insurance shall be used to repair or restore the Property;
12. If this is not a first lien, pay all prior notes as they become due that Grantor is liable to pay and abide by all prior lien instruments;
13. Subject to the rights of any residential and commercial tenants, permit Beneficiary to inspect, at all times deemed reasonably appropriate by Beneficiary, the Property to determine if it is being maintained in accordance with the Unified Development code and other Building, Housing and property maintenance codes, and Beneficiary may, but is not required, to provide not less than twenty-four (24) hour notice to Grantor of such inspection;
14. Ensure the performance of all obligations and the compliance at all times with each and every term and condition of this Leasehold Deed of Trust; the Note; the Agreement; of even date herewith executed by Grantor; and that certain Declaration of Restrictive Covenant of Affordability, of even date herewith consented by Grantor (the "**Restrictive Covenant**"), and together with this Leasehold Deed of Trust, the Note, and the Agreement, (the "**Loan Documents**");
15. Annually provide to Beneficiary evidence of Grantor's current payment status on all Grantor's loans and other financial transactions in connection with the Property, as applicable, as described in the Loan Documents;
16. Maintain the Property in full compliance with Title VI of the Civil Rights Act of 1964, the Fair Housing Act, and Executive Order 11063;

17. Not discriminate against any tenant to the Property on the basis of the tenant's race, color, creed, sex, national origin, age, handicap, familial status, or on the basis of said tenant's receipt of, or eligibility for, housing assistance under any federal, state, or local housing assistance program or on the basis that the tenant has a minor child or children who will be living with him/her and acknowledge that the project for which this Leasehold Deed of Trust and the Note are given is set forth as follows:

The Project shall include renovation of a 30-unit residential building to provide transitional housing for women ages 18-25 and their children who are at-risk of becoming homeless, fleeing domestic violence, "opportunity" youth, or aging out of foster care. The Project shall serve households earning at or below 150% of Federal Poverty Level (FPL) or 30% Area Median Income, for the San Antonio-New Braunfels metropolitan area using HUD limits as amended annually over time, whichever is higher, for at least 40 years. The Project shall also consist of services to include workforce training, navigation to post-secondary education or degree programs, mental health counseling, early childhood care and education, meals, health and wellness, financial literacy, homeownership/rentership training. Workforce training shall prepare residents for entry into the Target Occupations listed in the SA Ready to Work Approved Training Catalog, as amended over time. The Project shall accept referrals from the City's NXT level program.

18. Subject to the other terms of this Leasehold Deed of Trust and the other Loan Documents, remain liable for the following and for any actual loss, reasonable out-of-pocket cost, expense, liability, obligation, claim, action, or proceeding which may ever be suffered, incurred, or asserted against Beneficiary on account of any of the following, it being understood that the liability provisions contained in this paragraph are binding upon Grantor and Grantor's successors and assigns and shall inure to the benefit of Beneficiary and any subsequent holder of the Note:

- (A) Subject to a sixty (60) day cure period (or such additional reasonable periods of time) following notice to Grantor and Grantor's partners or affiliated entities by City, the Property, or any significant portion thereof, is subjected to actual or continued physical waste or to removal, demolition or alteration (excluding any casualty and condemnation) so that the value of the Property is materially diminished thereby and City reasonably determines that it is not adequately protected from any loss, damage or risk associated therewith and Grantor is unable to reasonably and efficiently perform its obligations under the Loan Documents (subject to the expiration of all applicable notice, grace, and cure periods set forth in the Loan Documents); provided, however, if not be reasonably curable within sixty (60) days, the Grantor and its partners shall have an additional thirty (30) days to cure if corrective action is instituted by or on behalf of Grantor within the initial sixty (60) day cure period and diligently pursued until the default is corrected. As time periods expressed in this section to hereinafter collectively referred to as "cure period";
- (B) Any default by Grantor in its respective obligations under any of the Loan Documents to pay or cause to be paid all taxes, assessments, and other charges imposed or assessed against the Property before becoming delinquent or any personalty used in connection with the operation of the Property, or to keep the Property and all such personalty insured as required by the Loan Documents; provided that Grantor shall have the right to contest any tax or assessment, and Grantor shall, as reasonably required by Beneficiary, deposit such additional security as necessary;
- (C) Except for ordinary wear and tear, any physical waste of the Property or any damage to the Property caused by any negligent or willful violation of any covenant or agreement contained in any of the Loan Documents regarding the maintenance, repair, and restoration of the Property or any damage to or deterioration in the Property caused by any negligent or willful act or omission of Grantor; provided, however, that Grantor shall be permitted a reasonable time to cure after receipt of notice from the Beneficiary, in accordance with cure period set forth in the Agreement and this Leasehold Deed of Trust;
- (D) Taking or allowing the taking of any action that may invalidate or diminish any insurance carried on the Property, unless replacement insurance is provided;
- (E) Subject to the applicable notice and cure provisions of the other Loan Documents, failure of Grantor to pay any indebtedness or obligation that results in the filing or creation of a mechanic's, materialman's or judgment lien or other lien against the Property or any part thereof; provided that Grantor shall have the right to bond or contest any lien or claim, and in connection with such contest Grantor shall, as reasonably required by Beneficiary, deposit such additional security as necessary;
- (F) Subject to the applicable notice and cure provisions of the other Loan Documents, the knowing failure of Grantor to properly apply or ensure the application of, in

accordance with the Loan Documents, all insurance proceeds and condemnation rewards received by Grantor with respect to the Property;

- (G) Subject to the applicable notice and cure provisions of the other Loan Documents, the failure of Grantor to return or deliver to Beneficiary any of Grantor's tangible personal property (including leases, books, records, and files relating to the leasing, operation, and maintenance of the Property) taken from the Property or kept elsewhere by Grantor following any foreclosure of the Property and request by Beneficiary;
- (H) Failure of Grantor to comply with any applicable governmental statutory or other legal requirements or to ensure such compliance in connection with the Project (defined below), after being aware of it, or to correct any material defects in construction of the Property of which Grantor has actual knowledge and after a reasonable time to correct such defect consistent with the cure period set forth in the Agreement and other Loan Documents;
- (I) Subject to the applicable notice and cure provisions of the other Loan Documents, and subject to any rights to offset owed to other entities under applicable agreements and security instruments superior to the rights of Beneficiary under this Leasehold Deed of Trust, the knowing failure of Grantor to deliver to Beneficiary all rents and profits collected or received by Grantor immediately after the occurrence and continuance of any of the following:
 - (i) Grantor notifies Beneficiary that Grantor intends to abandon the Property or, in effect, to not comply with Grantor's obligations under any of the Loan Documents;
 - (ii) Grantor is given written notice of the occurrence and continuance of any default under the Loan Documents which, later results in the acceleration of the maturity of the Note and a judicial or non-judicial foreclosure against the Property; or
 - (iii) Any continued default under any of the other Loan Documents pertaining hereto regarding the construction, maintenance, repair, restoration or rehabilitation of the Property;
- (J) Whether incurred by Beneficiary prior to or following foreclosure of this Leasehold Deed of Trust, and whether Beneficiary shall be in the status of a lienholder or an owner of the Property following foreclosure (directly or indirectly), arising out of or attributable to the use, generation, storage, release, threatened release, discharge, disposal, or presence on, under, or about the Property of any hazardous substance (except to the extent that such costs arise from the gross negligence or intentional acts or omissions of Beneficiary or its principals, employees, agents, volunteers or contractors);
- (K) All reasonable attorneys' fees and other reasonable out-of-pocket costs incurred by Beneficiary to enforce any of the Loan Documents or to recover from Grantor any of the amounts for which Grantor remains liable as provided herein.

GRANTOR'S REPRESENTATIONS AND WARRANTIES

Grantor, on behalf of Grantor and Grantor's successors and assigns, hereby represents, warrants, and covenants the following as of the date hereof:

1. No bankruptcy or insolvency proceedings are pending or contemplated by or to Grantor's knowledge against Grantor;
2. All reports, certificates, affidavits, statements, and other data furnished by Grantor to Beneficiary in connection with the loan evidenced by the Note secured hereby are materially true and correct and will continue to be materially true and correct throughout the term of the Note or, if not so continuing to be materially true and correct upon Grantor's knowledge, will promptly be made materially true and correct by Grantor, and Grantor has not omitted to state any fact or circumstance necessary to make the statements contained therein not misleading;
3. The execution, delivery, and performance of the Loan Documents have been duly authorized by all necessary action to be binding and enforceable against Grantor in accordance with the respective terms thereof and to Grantor's knowledge do not contravene, result in a breach of or constitute a material default under any contract or agreement of any nature to which Grantor is a party or by which Grantor or any of Grantor's properties may be bound and to Grantor's knowledge do not violate or contravene any law, order, decree, rule, or regulation to which Grantor is subject;
4. To Grantor's knowledge, the Property and the intended use thereof by Grantor complies in all material respects with all applicable restrictive covenants, zoning ordinances, subdivision and building codes, flood disaster laws, applicable health and environmental laws and regulations and all other ordinances, orders, or requirements issued by any state, federal, or municipal authorities having or claiming jurisdiction over the Property, except to the extent grandfathered or waived by such authorities;
5. To Grantor's knowledge, the all utility services necessary and sufficient for the full use, occupancy, operation, and disposition of the Property for its intended purposes are or will be available upon completion of the Project, including water, storm sewer, sanitary sewer, gas (if applicable), electric, cable, and telephone facilities;
6. All adjacent streets, roads, highways, bridges, and waterways necessary for access to and full use, occupancy, operation, and disposition of the Property have been or will be completed upon completion of the Project, have been or will be dedicated to the appropriate governmental authority, and are or will be open and available upon completion of the Project, to the Property without further condition or known cost to Grantor;
7. To Grantor's knowledge, the there are no judicial or administrative actions, suits, or proceedings pending or threatened against or affecting Grantor or the Property which, if adversely determined, would materially impair either the Property or Grantor's ability to

perform the covenants or obligations required to be performed under this Leasehold Deed of Trust or any of the Loan Documents;

8. As of the date of this Leasehold Deed of Trust, the Property is free from any lien for water charges, sewer rents, taxes, and assessments;
9. As of the date of this Leasehold Deed of Trust, the Property is free from unrepaired damage caused by fire or other casualty; and
10. As of the date of this Leasehold Deed of Trust, no part of the Property has been taken in condemnation, eminent domain, or like proceeding nor, to the best of Grantor's actual knowledge, is any such proceeding pending.

BENEFICIARY'S RIGHTS

1. Beneficiary may appoint in writing a substitute or successor trustee, succeeding to all rights and responsibilities of Trustee.
2. If the proceeds of the Note secured hereby are used to pay any debt secured by a Senior Lien, Beneficiary is subrogated to all of the rights and liens of the holders of any debt so paid.
3. Subject to the loan documents evidencing, securing, or otherwise relating to the Other Liens (the "***Other Lien Loan Documents***"), any proceeds payable under the insurance policy required to be obtained by this Leasehold Deed of Trust or any of the Loan Documents shall be payable to Beneficiary.
4. If Grantor fails to perform any of Grantor's obligation under the Loan Documents and fails to cure such default beyond any applicable cure period, Beneficiary may, at its option, perform such obligations and be reimbursed by Grantor on demand for any reasonable out-of-pocket sums so paid, including reasonable attorneys' fees, plus interest on those sums from the dates of payment at the highest nonusurious rate allowed by law, with such sums to be reimbursed secured by this Leasehold Deed of Trust.
5. Subject to the other terms of this Leasehold Deed of Trust and the terms of the other Loan Documents, including without limitation, all notice, grace, and cure rights provided herein and therein, should any of the following events occur and continue beyond any applicable cure period (each, an "***Event of Default***"), Beneficiary may accelerate the maturity of the Note and declare the entire outstanding principal balance and applicable interest on the Note immediately due without the necessity of any further action on the part of Beneficiary:
 - (A) Failure of Grantor to observe and perform as required by any of the Loan Documents, covenant, condition or agreement under this Agreement following the expiration of the cure period; or
 - (B) The dissolution or liquidation of Grantor (unless a new Grantor assumes the obligations hereunder or in the Agreement) or the filing by Grantor of a voluntary

petition in bankruptcy, or failure by Grantor to promptly cause to be lifted any execution, garnishment, or attachment of such consequence as will impair Grantor's ability to carry on its obligations under this Agreement, or

- (C) The commission by Grantor of any act of voluntary or involuntary bankruptcy under any state or federal law unless dismissed within ninety (90) days after such filing; or
- (D) Except for any items replaced in the ordinary course of business and as provided by the terms of the Agreement, this Leasehold Deed of Trust, the Other Liens and Permitted Encumbrances as set forth and defined in this Leasehold Deed of Trust, Grantor fully or partially sells, conveys, disposes of, alienates, hypothecates, assigns, mortgages, pledges, transfers, or encumbers all or any part of the Property or improvements or any interest therein (except for any items replaced in the ordinary course of business and any utility, telecommunications, and other easements, and the execution of lease agreements with residential tenants in the ordinary course of business after the date hereof), the rents therefrom, the income therefrom or any other item of collateral, whether lawfully or unlawfully or voluntarily without the prior written consent of Beneficiary; provided, however, that notwithstanding the foregoing, Grantor shall have the ability to refinance the loans relating to the Other Liens; or
- (E) Except as otherwise permitted by the terms of the Loan Documents and as provided by the terms of the Senior Loan Documents, Grantor fully or partially sells, conveys, assigns, mortgages, pledges, transfers, or encumbers an interest in Grantor (if Grantor is not a natural person or persons but a corporation, partnership, trust, or other legal entity), either voluntarily, involuntarily or otherwise, including but not limited to a substitution, addition or withdrawal of a member of Grantor, without the prior written consent of Beneficiary; or
- (F) Grantor converts the Property, the improvements or a portion thereof to a form of condominium, cooperative ownership, or other non-residential use as set forth in this Agreement. Nothing in this section shall prohibit Grantor from commencing and completing future phases of development of the Property, as long as such future development does not violate the terms of this Agreement or other Loan Documents.; or
- (G) The Property or any material part thereof is taken on execution or other process of law in any action against Grantor; or
- (H) Grantor abandons the Property, the improvements or a significant portion of the Project; or
- (I) The holder of any lien or security interest on the Property, without implying the consent of Beneficiary to the existence or creation of any such lien or security interest (except as otherwise acknowledged herein or in any other written agreement between Grantor and Beneficiary), and whether superior or subordinate to this Leasehold

Deed of Trust or the Note, declares a default and such default is not cured within the applicable notice, cure, and grace periods set forth in the Agreement or Loan Documents or institutes foreclosure or other proceedings for the enforcement of its remedies thereunder; provided that Beneficiary agrees that Grantor shall have the right to defend such action in good faith; or

- (J) Subject to the cure period, the Property, or any significant portion thereof, is subjected to actual or continued physical waste or to removal, demolition or alteration (excluding any casualty and condemnation) so that the value of the Property is materially diminished thereby and Beneficiary reasonably determines that it is not adequately protected from any loss, damage or risk associated therewith and Grantor is unable to reasonably and efficiently perform its obligations under the Loan Documents; or
 - (K) Any representation or warranty made in this Leasehold Deed of Trust or the other Loan Documents by Grantor, any principal, or any person with express authorization by Grantor to execute any of the aforesaid documents on behalf of Grantor in connection with the loan evidenced hereby, was made knowingly false or misleading in any material adverse respect at the time made, and is not remedied within the cure period; or
 - (L) Except as otherwise agreed by Beneficiary and subject to any extensions for Force Majeure delays (as defined in the Agreement), Grantor fails to complete the Project by December 31, 2024; or
 - (M) The admittance of Grantor, in a court filed writing, of its inability to pay its debts generally as they become due, or a receiver, trustee or liquidator of Grantor shall be appointed in any proceeding brought against Grantor and shall not be discharged within ninety (90) days after such appointment; or
 - (N) The failure of Grantor to honor its commitments under any agreement with a lien holder which results in the foreclosure of the Grantor's interest in the Property against Grantor. Grantor shall provide Beneficiary with notice of the initiation of foreclosure proceedings by any lien holder within ten (10) business days of the initiation of such proceedings in writing; or
 - (O) Beneficiary shall accept any cure tendered by any of Grantor's partners as if the same has been made by the Grantor.
6. In addition to accelerating the maturity of the Note and declaring the entire outstanding principal balance and applicable interest on the Note immediately due upon the occurrence and continuance of an Event of Default beyond any applicable notice and cure period, Beneficiary may (A) request Trustee to foreclose this lien, in which case Beneficiary or Beneficiary's agent shall give notice of the foreclosure sale as provided by the Texas Property Code, as then amended; and/or (B) purchase the Property at any foreclosure sale by offering the highest bid and then have the bid credited on the Note.

Upon the occurrence and continuance of an Event of Default beyond any applicable notice and cure period, all obligations, if any, of Beneficiary hereunder, including, without limitation, any obligation to advance funds hereunder or under any of the other Loan Documents, shall immediately cease and terminate.

Notwithstanding anything to the contrary herein contained or inferable from any provisions hereof, upon the occurrence and continuance of an Event of Default beyond any applicable notice and cure period, upon Beneficiary's election the outstanding principal and applicable accrued interest on the Note shall immediately become due and payable in full, without the necessity of any further action of the part of Beneficiary, and Grantor expressly waives any requirement of notice of intent to accelerate, or of notice of such acceleration of, the maturity of the indebtedness evidenced by the Note.

An Event of Default which has not been cured within any applicable cure period shall be a default under each of the other Loan Documents.

TRUSTEE'S DUTIES

If requested by Beneficiary to foreclose this lien during the existence of an Event of Default beyond any applicable notice and cure periods, Trustee shall:

1. Either personally or by agent give notice of the foreclosure sale as required by the Texas Property Code as then amended;
2. Sell and convey all or part of the Property to the highest bidder for cash, subject to the terms of the Other Lien Loan Documents and the Permitted Exceptions; and
3. From the proceeds of the sale, pay, in this order:
 - (A) Expenses of foreclosure, including a reasonable commission to Trustee;
 - (B) To Beneficiary, the full amount of principal, interest, reasonable attorney's fees, and other reasonable out-of-pocket charges due and unpaid;
 - (C) Any amounts required by law to be paid before payment to Grantor; and
 - (D) To Grantor, any balance.

GENERAL PROVISIONS

1. If any of the Property is sold under this Leasehold Deed of Trust, Grantor shall immediately surrender possession to the purchaser. If Grantor fails to do so, Grantor shall become a tenant at sufferance of the purchaser, subject to an action for forcible detainer.
2. Recitals in any Trustee's deed conveying the Property will be presumed to be true in all material respects.
3. Proceeding under this Leasehold Deed of Trust, filing suit for foreclosure, or pursuing any other remedy will not constitute an election of remedies.

4. Except for the liens created by the Other Lien Loan Documents, this lien shall remain superior to liens later created even if the time of payment of all or part of the Note secured hereby is extended or part of the Property is released.
5. If any portion of the Note secured hereby cannot be lawfully secured by this Leasehold Deed of Trust, payment shall be applied first to discharge that portion.
6. Subject to the terms of any applicable Senior Loan Documents and the Permitted Exceptions, notwithstanding anything to the contrary contained in any Loan Document, Beneficiary agrees to apply all insurance proceeds resulting from casualty or damage of the Property and all payments or awards resulting from a taking, for any public or quasi-public purpose by any lawful power or authority by exercise of the power of condemnation or eminent domain, toward the restoration, replacement or rebuilding of the Property or any part thereof, as nearly as possible to its value, condition and operational character immediately prior to any such damage, destruction or taking ("Restoration"), provided sufficient funds are available from all sources to complete such Restoration. Subject to the terms of the Senior Loan Documents, to the extent any funds are available following Restoration, said sums shall be payable to Grantor.
7. Subject to the terms of the Other Lien Loan Documents and the Permitted Exceptions, Grantor assigns to Beneficiary absolutely, not only as collateral, all present and future leases, rent, and other income and receipts from the Property. Grantor warrants the validity and enforceability of the assignment. Grantor may as Beneficiary's licensee collect rent and other income and receipts as long as Grantor (A) is not in Event of Default, beyond all applicable cure periods, and (B) complies with each and every term and provision of the Loan Documents. If an Event of Default exists or is continuing beyond all applicable notice and cure periods, Beneficiary may terminate Grantor's license to collect such rent and other income and then as Grantor's agent may rent the Property and collect all rent and other income and receipts. Beneficiary neither has nor assumes any obligations as lessor or landlord with respect to any occupant of the Property. Beneficiary shall apply all rent and other income and receipts collected under this paragraph first to expenses incurred in exercising Beneficiary's rights and remedies and then to Grantor's obligations as Borrower under the Loan Documents in the order determined by Beneficiary. Beneficiary is not required to act under this paragraph, and acting under this paragraph does not waive any of Beneficiary's other rights or remedies. If Grantor becomes voluntarily or involuntarily bankrupt, Beneficiary's filing a proof of claim in bankruptcy will be tantamount to the appointment of a receiver under Texas law.
8. If an Event of Default occurs and continues beyond all applicable notice and cure periods, interest on the Note secured by this Leasehold Deed of Trust shall not exceed the maximum amount of nonusurious interest that may be contracted for, taken, reserved, charged, or received under Texas law; any interest in excess of that maximum amount shall be credited on the principal of the Note or, if that has been paid, refunded. Upon any acceleration during the existence of an Event of Default beyond any applicable notice and cure periods, or required or permitted prepayment, any such excess shall be canceled automatically as of the date of acceleration or prepayment or, if already paid, credited on the principal of the Note

or, if the principal of the Note has been paid, refunded. This provision overrides other provisions in this and all other instruments concerning the interest on the Note.

9. Grantor shall at all times comply with and ensure that the Property and the Project (as defined below) comply with all federal, state, and local statutes, ordinances, regulations, and other governmental or quasi-governmental requirements and private covenants now or hereafter relating to the ownership, development, construction, rehabilitation, use or operation of the Property, including, but not limited to, those concerning employment and compensation of persons engaged in operation and maintenance of the Property and any environmental, disabled person access or ecological requirements, even if such compliance shall require structural changes to the Property. Grantor shall not use or occupy, or allow the use or occupancy of, the Property in any manner which violates any lease of the Property or any applicable federal, state, or local law, rule, regulation or order or which constitutes a public or private nuisance, or which makes void, voidable or cancelable, or increases the premium of, any insurance then in force with respect thereto.
10. Where appropriate, all personal pronouns used herein, whether used in the masculine, feminine or neuter gender, shall include all other genders and singular nouns used herein shall include the plural and vice versa.
11. The term “*Note*” includes all sums secured by this Leasehold Deed of Trust.
12. This Leasehold Deed of Trust shall bind, inure to the benefit of, and be exercised by successors in interest of all parties.
13. Grantor represents that this Leasehold Deed of Trust and the Note secured hereby are to secure the payment of Loan Funds for the construction of the YWCA Women’s Live And Learn Campus Phase 1, a residential building totaling thirty (30) transitional housing units to be reserved for women ages 18-25 and their children (up to two children ages 8 and under) earning \leq 150% of Federal Poverty Level (FPL) or 30% area median income (AMI) and as more fully set out in **GRANTOR’S OBLIGATIONS**, section 17 (the “*Project*”).
14. Beneficiary may remedy any Event of Default without waiving it.
15. Beneficiary may waive any Event of Default without waiving prior or subsequent defaults.
16. The term “*days*” when used herein shall mean calendar days. The term “*business day*” when used herein shall mean that part of any given day from Monday through Friday excluding those scheduled holidays officially adopted and approved by the San Antonio City Council for its employees.
17. All notices, demand, requests, and other communications hereunder shall be in writing and shall be deemed to have been given: (A) when delivered by hand (with written confirmation of receipt); (B) one (1) business day after being sent by reputable private courier service for next business day delivery (receipt requested); or (C) five (5) business days after being deposited in the United States mail, postage prepaid, registered or certified mail, return

receipt requested. A party's rejection or other refusal of a notice, demand or request submitted by the other party, or the inability to deliver such communications because of changed address of which no notice was given as herein required, shall be deemed to be receipt of the notice, demand or request sent. Service of any notice required by Texas Property Code § 51.002, as the same may be amended, shall be effective when the requirements for service under that statute are met. All notices, demands, requests or other communications to be sent to a party must be sent to or made at the address given for that party as set forth above or at such other address as that party may specify by providing at least thirty (30) days' prior written notice thereof to the other parties in accordance with this paragraph.

BENEFICIARY:

City of San Antonio
Neighborhood and Housing Services Department
100 W. Houston Street, Suite 900
San Antonio, Texas 78205
Attn: Loan Servicing

With a copy to:

City of San Antonio
Office of the City Attorney Office
P.O. Box 839966
San Antonio, Texas 78283-3966
Attn: General Funded Housing Attorney

GRANTOR:

Young Women's Christian Association
of San Antonio
2318 Castroville Road
San Antonio, Texas 78237
Attn: Chief Executive Officer

18. This Leasehold Deed of Trust shall be governed by the laws of the State of Texas. Venue and jurisdiction arising under or in connection with this Leasehold Deed of Trust shall lie exclusively in Bexar County, Texas.
19. Notwithstanding anything to the contrary set forth in the Loan Documents, Grantor and its partners shall have no personal liability under the Loan Documents for the repayment of the indebtedness and the performance of Grantor's other obligations under the Loan Documents, and Beneficiary's only recourse for the satisfaction of the said indebtedness and obligations shall be Beneficiary's exercise of its rights and remedies with respect to the Property.

GRANTOR:

**YOUNG WOMEN’S CHRISTIAN ASSOCIATION
OF SAN ANTONIO,**
a Domestic nonprofit corporation

By: _____
FRANCESCA RATTRAY
Chief Executive Officer

ATTACHMENT(S):
Exhibit “A” – Property Description

(ACKNOWLEDGMENT)

STATE OF TEXAS §
 §
COUNTY OF BEXAR §

This Instrument was acknowledged before me on this _____ day of _____, 2023
by Francesca Rattray, Chief Executive Officer of Young Women’s Christian Association of San
Antonio, for and on behalf of such entity.

NOTARY PUBLIC IN AND FOR
THE STATE OF TEXAS

AFTER RECORDING, RETURN TO:
City of San Antonio
Office of the City Attorney
Attn: General Funded Housing Attorney
P.O. Box 839966
San Antonio, Texas 78283-3966