

AMENDED REAL ESTATE LIEN NOTE

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

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

Maker: Young Women's Christian Association of San Antonio ("*YWCA*") ("*Maker*")

Maker's Mailing Address (including county):

YWCA
503 Castroville Road
San Antonio, Bexar County, Texas 78237
Attn: Chief Executive Officer

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

Place for Payment (including county): City of San Antonio, Department of Neighborhood and Housing Services, ATTN: Loan Servicing, 100 W. Houston Street, Suite 900, San Antonio, Bexar County, Texas 78205; or any other place that Payee may designate in writing.

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

Loan Repayment and Annual Interest Rate on Unpaid Principal: Zero percent (0%) simple annual interest commencing on the Effective Date, unless and until an Event of Default (as defined below) under this Real Estate Lien Note (this "*Note*") or the other Loan Documents (as hereinafter defined) occurs and continues beyond the cure period as defined in this Note or the Loan Documents, as applicable. The Principal Amount shall be a forgivable loan and shall be reduced by one-twentieth (1/20th) annually in equal installments of Thirty Three Thousand, Five Hundred and 00/100 Dollars (\$33,500.00) over a twenty (20) year period. Annual reductions of the Loan shall take effect in arrears on **July 1st** of each year, with the first annual reduction to occur on **July 1, 2024**, and continuing regularly thereafter until the final maturity date of **June 30, 2043**. In the event an Event of Default under this Note or the other Loan Documents occurs and continues beyond any applicable notice and cure period, interest, on the unpaid principal shall thereafter, at the election of Payee, (a) accrue at the Default Interest Rate until such Event of Default is cured, and (b) be immediately payable in addition to the entire remaining unpaid principal amount.

Default Interest Rate: The lesser of: (1) zero percent (0%) or (2) the Maximum Lawful Rate (defined below) if an Event of Default occurs under this Note or the other Loan Documents and is continuing beyond any applicable cure period.

Maturity Date: June 30, 2043

Security for Payment: This Note is secured by that certain Leasehold Deed of Trust, dated as of

even date herewith (the “**Leasehold Deed of Trust**”), from Maker to Andrew Segovia, Trustee, against the leasehold estate owned by YWCA and more particularly described as follows:

The leasehold estate in and upon 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”** (the “**Property**”);

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

Loan Documents: The Loan Documents consist of: (1) this Note; (2) the Leasehold Deed of Trust; (3) that certain Original Agreement, as amended by that certain First Amendment to Agreement for the Development of Transitional Housing Units and Provision of Services (the “**Agreements**”) of even date hereof, executed by and between Maker and Payee; and that certain Declaration of Restrictive Covenant of Affordability concerning the Property (the “**Restrictive Covenant**”).

FOR VALUE RECEIVED, Maker promises to pay to the order of Payee, its successors or assigns and any subsequent holders of this Note, the Principal Amount stated above, or so much thereof as may be advanced by Payee, together with interest thereon at the Annual Interest Rate on Unpaid Principal stated above, and otherwise in strict accordance with the terms and provisions hereof.

For so long as any Event of Default exists under this Note, regardless of whether or not there has been an acceleration of the indebtedness evidenced by this Note, and at all times after the maturity of the indebtedness evidenced by this Note (whether by acceleration or otherwise), and in addition to all other rights and remedies of Payee hereunder, interest shall accrue at the Default Interest Rate, and such accrued interest shall be immediately due and payable to Payee.

Subject to all applicable notice and cure provisions set forth in the Loan Documents, upon the occurrence of any of the following events (each, an “**Event of Default**”), Payee may accelerate the maturity of this Note and declare the outstanding principal and applicable interest immediately due and payable within ninety (90) business days of Payee’s notice to Maker of such acceleration:

- (A) Failure of Maker to observe and perform as required by any of the Loan Documents, covenant, condition or agreement under this Agreement following the expiration of sixty (60) days’ written notice to cure by the Payee to Maker and Maker’s partners or affiliates; provided, however, if Maker’s default may not be reasonably cured by Maker in sixty (60) days, Payee shall extend the cure period for thirty (30) days; or
- (B) The dissolution or liquidation of Maker or the filing by Maker of a voluntary petition in bankruptcy, or failure by Maker to promptly cause to be lifted any execution, garnishment, or attachment of such consequence as will impair Maker’s ability to carry on its obligations under this Agreement, or

- (C) The commission by Maker 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, the granting of utility, telecommunication or other easements, lease agreements with residential tenants, and/or as provided by the terms of the Loan Documents, the Leasehold Deed of Trust, the Other Liens and Permitted Encumbrances as set forth and defined in the Leasehold Deed of Trust, Maker fully or partially sells, conveys, disposes of, alienates, hypothecates, assigns, mortgages, pledges, transfers, or encumbers all or any part of Maker's interest in 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 Payee; provided, however, that notwithstanding the foregoing, Maker shall have the ability to refinance the loans relating to the Other Liens (as defined by the Leasehold Deed of Trust); or
- (E) Except (i) as otherwise permitted by the terms of the Loan Documents and as provided by the terms of the Senior Loan Documents, if any, (ii) for any items replaced in the ordinary course of business, and/or (iii) for the granting of utility, telecommunication or other easements, lease agreements with residential tenants, Maker fully or partially sells, conveys, assigns, mortgages, pledges, transfers, or encumbers an interest in Maker (if Maker 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 Maker, without the prior written consent of Payee; or
- (F) Maker converts the Project to a form of condominium, cooperative ownership, or other non-residential use. Nothing in this section shall prohibit Maker from commencing and complete future phases of development of the Property, as long as such future development does not violate the terms of this Lien Note, the Agreements 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 Maker or Maker's affiliates; or
- (H) Maker abandons the Property, the improvements or a significant portion of the Project for more than 180 consecutive days for reasons other than renovation, remodeling, condemnation, casualty, Force Majeure, or any other cause beyond Maker's control; or
- (I) The failure of Maker to honor its commitments under any agreement with a lien holder which results in the foreclosure of the Maker's interest in the Property. Maker shall provide Payee 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. Maker shall provide all lienholders against the Property written notice of the existence of the Loan Documents within ten (10) days of the date the documents are recorded in the Bexar County Clerk's Office Recordings Division; or

- (J) Subject to a sixty (60) day cure period (or such additional reasonable periods of time) following notice to Maker and Maker's partners by Payee, the Property, or any significant portion thereof, is subjected to actual or continued intentional 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 Payee reasonably determines that it is not adequately protected from any loss, damage or risk associated therewith and Maker is unable to reasonably and efficiently perform its obligations under the Loan Documents; provided, however, if not be reasonably curable within sixty (60) days, the Maker shall have an additional thirty (30) days to cure if corrective action is instituted by or on behalf of Maker within the initial sixty (60) day cure period and diligently pursued until the default is corrected, all periods expressed herein hereafter to be collectively referred to as "cure period"; or
- (K) Any representation or warranty made in this Note or the other Loan Documents by Maker, any principal, or any person with express authorization by Maker to execute any of the aforesaid documents on behalf of Maker in connection with the loan evidence 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 Payee and subject to any extensions for Force Majeure delays (as defined in the Agreement), Maker fails to complete the Project by December 31, 2024; or
- (M) The admittance of Maker, in a court filed writing, of its inability to pay its debts generally as they become due, or a receiver, trustee or liquidator of Maker shall be appointed in any proceeding brought against Maker and shall not be discharged within ninety (90) days after such appointment; or
- (N) The failure of Maker to honor its commitments under any agreement with a lien holder which results in the foreclosure of the Maker's interest in the Property against Maker. Maker shall provide Payee 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) Notwithstanding anything to the contrary contained herein, Maker's partners shall have the opportunity, but not the obligation, to cure any Event of Default hereunder and/or under any of the other Loan Documents and such cure shall be treated as if tendered by Maker.

Except for notices required to be given by the terms of the Loan Documents, Maker and each surety, endorser, and guarantor explicitly waive all demands for payment, presentations for payment, notices of intention to accelerate maturity, notices of acceleration of maturity, protests, and notices of protest, to the extent permitted by law.

Payments under this Note shall be made to Payee by Maker at the place for payment and according to the terms of payment stated above.

If this Note or any instrument securing or collateral to it is given to an attorney for collection or enforcement, or if suit is brought for collection or enforcement, or if it is collected or enforced through probate, bankruptcy, or other judicial proceeding, then Maker shall pay Payee all costs of

collection and enforcement, including reasonable attorneys' fees and court costs, in addition to other amounts due if Payee is the prevailing party on any such action.

Notwithstanding anything to the contrary contained herein or the other Loan Documents, no provisions of this Note or the other Loan Documents shall require the payment or permit the collection of interest in excess of the highest rate of non-usurious interest that Payee may charge Maker under Texas law (the "**Maximum Lawful Rate**"). If for any reason interest in excess of the Maximum Lawful Rate shall be deemed charged, required or permitted by any court of competent jurisdiction, any such excess shall be applied as a payment and reduction of the principal of indebtedness evidenced by this Note; and, if the principal amount hereof has been paid in full, any remaining excess shall forthwith be paid to Maker. In determining whether or not the interest paid or payable exceeds the Maximum Lawful Rate, Maker and Payee shall, to the extent permitted by Texas law, (1) characterize any non-principal payment as an expense, fee, or premium rather than as interest, (2) exclude voluntary prepayments and the effects thereof, and (3) amortize, prorate, allocate, and spread in equal or unequal parts the total amount of interest throughout the entire contemplated term of the indebtedness evidenced by this Note so that the interest for the entire term does not exceed the Maximum Lawful Rate.

Maker is responsible for the entire amount of this Note, subject to the terms and conditions hereof. However, notwithstanding anything to the contrary, this Note is a non-recourse obligation of the Maker and its partners, and Payee shall look solely to the collateral pledged under the Leasehold Deed of Trust for satisfaction of the Note. Maker hereof reserves the right to prepay this Note, in whole or in part, at any time prior to maturity without penalty, premium or restriction of any kind. Any prepayments are to be applied to the payment of installments last maturing and interest will immediately cease on the prepaid principal.

This Note and the other Loan Documents, including any exhibits, contain the complete and entire understanding and agreement of Maker and Payee with respect to the subject matter hereof and thereof and supersede all prior and contemporaneous understandings, conditions and agreements, oral or written, express or implied, between the parties. Maker and Payee may only amend this Note by an instrument in writing executed by duly authorized representatives of both parties.

Waiver of any term or provision of this Note or forbearance to enforce any term or provision by Payee shall not constitute a waiver as to any subsequent breach of the same term or provision or a waiver of any other term or provision of this Note.

THIS NOTE SHALL BE CONSTRUED UNDER AND IN ACCORDANCE WITH THE LAWS OF THE STATE OF TEXAS, AND ALL OBLIGATIONS OF THE PARTIES HERETO ARE PERFORMABLE IN BEXAR COUNTY, TEXAS. MAKER HEREBY SUBMITS TO THE EXCLUSIVE JURISDICTION OF THE STATE OF TEXAS AND COURTS LOCATED IN BEXAR COUNTY, TEXAS AND AGREES THAT VENUE IS PROPER THEREIN, WITH RESPECT TO ANY DISPUTE, CLAIM, CAUSE OF ACTION OR THE LIKE ARISING FROM OR OUT OF THIS NOTE (OR ANY RELATED AGREEMENT, ARRANGEMENT OR UNDERSTANDING).

Time is of the essence with respect to all provisions of this Note and the other Loan Documents.

This Note shall be binding upon and inure to the benefit of the Maker and Payee and their respective heirs, executors, administrators, legal representatives, successors and permitted

assignees. Maker shall not transfer, pledge, or otherwise assign this Note, any interest in and to same, or any claim arising thereunder, without first procuring the written approval of Payee, and any such unauthorized transfer, pledge or other assignment shall be void *ab initio* and shall confer no rights upon any third person. Payee shall have the right to waive this provision in its sole discretion without action by the San Antonio City Council.

In case any of the provisions of this Note shall for any reason be held to be invalid, illegal or unenforceable, such invalidity, illegality or unenforceability shall not affect any other provision and this Note shall be construed as if such invalid, illegal, or unenforceable provisions had never been contained herein.

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.

All notices, demand, requests, and other communications relating to this Note shall be deemed to be effective if given and received in the manner expressly provided in the Agreement.

Notwithstanding anything to the contrary set forth in the Loan Documents, Maker and its partners shall have no personal liability under the Loan Documents for the repayment of the indebtedness and the performance of Maker's obligations under this Note and the other Loan Documents, and Payee shall look solely to the collateral pledged under the Leasehold Deed of Trust for satisfaction of the Note.

[Signature page follows.]

IN WITNESS WHEREOF, Maker has caused this Note to be issued as of the Effective Date.

MAKER:

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

By: _____
FRANCESCA RATTRAY
Chief Executive Officer

ATTACHMENT(S):

Exhibit “A” – Property Description