GARLAND

NOTICE OF MEETING
CITY OF GARLAND, TEXAS

THE BOARD OF DIRECTORS OF THE GARLAND PUBLIC FACILITY CORPORATION WILL HOLD A MEETING AT 6:00 P.M. IMMEDIATELY FOLLOWING THE MONDAY, APRIL 6, 2026 CITY COUNCIL WORK SESSION IN THE WORK SESSION ROOM OF CITY HALL WILLIAM E. DOLLAR MUNICIPAL BUILDING 200 N. FIFTH STREET GARLAND, TEXAS 75044 April 6, 2026 6:00 PM

A meeting of the of the City of Garland, Texas will be held at the aforementioned location, date, and time to discuss and consider the following agenda items.

The Work Session Room at Garland City Hall is wheelchair accessible, and ADA parking is available on the street as well as in the public parking garage. Persons with disabilities who may need auxiliary aids or services must contact the City Secretary's Office at 972-205-2404 at least two working days prior to the meeting so that appropriate arrangements can be
made. Braille is not available.

NOTICE: Pursuant to Section 551.127 of the Texas Government Code, one or more members of the Board Members may attend this meeting by internet/video remote means. A quorum of the Board, as well as the presiding officer, will be physically present at the above identified location. Members of the public that desire to make a public comment must attend the meeting in person.

AGENDA:

1. PUBLIC COMMENTS

Persons who desire to address the Committee on any item on the agenda are allowed three minutes to speak.

2. APPROVAL OF MINUTES

a. Consider Approval of Minutes from the July 15, 2024 Meeting

3. ITEMS FOR INDIVIDUAL CONSIDERATION

a. Second Modification Agreement – Loan Extension and Financing Terms

Consider authorizing the Executive Director to execute a Second Modification Agreement to extend the project's loan maturity and modify financing terms, while reaffirming GPFC's role as property owner with no financial obligation.

4. ADJOURN

NOTICE: The Board may recess from the open session and convene in a closed executive session if the discussion of any of the listed agenda items concerns one or more of the matter:

- Pending/contemplated litigation, settlement offer(s), and matters concerning privileged and unprivileged client information deemed confidential by Rule 1.05 of the Texas Disciplinary Rules of Professional Conduct. Sec. 551.071, Tex. Gov't Code.

DRAFT

GARLAND

MINUTES

The Board of Directors of the Garland Public Facility Corporation convened in regular session immediately following the City Council Work Session, at 6:00 p.m. on Monday, July 15, 2024 in the Work Session Room at the William E. Dollar Municipal Building, 200 North Fifth Street, Garland, Texas, with the following members present:

Present: Chairman Scott LeMay
Director Ed Moore
Director Margaret Lucht
Director Kris Beard
Director B.J. Williams
Director Jeff Bass
Director Carissa Dutton
Director Dylan Hedrick
Director Chris Ott

Staff Present: City Manager Jud Rex
Deputy City Manager Mitch Bates
Assistant City Manager Andy Hesser
Assistant City Manager Crystal Owens
Assistant City Manager Phil Urrutia
City Attorney Brian England
City Secretary Jennifer Stubbs

1. PUBLIC COMMENTS

Members of the audience may address the Board on any agenda item at the beginning of the meeting. Speakers are allowed three minutes each, grouped by agenda item and called in the order of the agenda. Anyone wishing to speak must fill out a speaker card and give it to the Secretary of the Corporation before the President calls the meeting to order. Speakers are limited to addressing items on the Board meeting agenda only.

2. MINUTES

a. Approval of the Minutes of June 7, 2021 Meeting.

Director Bass made a motion to approve the minutes of the June 7, 2021 meeting seconded by Director Williams. Motion carried unanimously.

3. ITEMS FOR INDIVIDUAL CONSIDERATION

a. Appointment of Executive Director and Officers

Mr. Watson recommended that the board appoint Mr. Rex as Director, Mr. Watson as Finance Officer, Ms.King as Secretary, Chairman LeMay as President, and Director Moore as Vice President. Director Moore made a motion to approve the recommendations as described. Director Williams seconded the motion. The motion was approved unanimously.

b. ANNUAL UPDATE

Mr. Watson provided a presentation and answered questions of the board.

4. ADJOURN

Chairman LeMay adjourned the meeting at 7:35 p.m.

Submitted By:

____
Scott LeMay, Chairman

____
Jennifer Stubbs, City Secretary

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.

After Recording Return To:
Holland & Knight
One Arts Plaza
1722 Routh Street, Suite 1500
Dallas, TX 75201
Attention: Ashley Jo Zaccagnini

SECOND MODIFICATION AGREEMENT

This Second Modification Agreement (this "Agreement") is dated effective as of *_____________, 2026 (the "Effective Date"), between **TEXAS CAPITAL BANK**, a Texas state bank (in its individual capacity, "TCB"), each of the lenders that is a signatory to the Loan Agreement (each individually a "Lender" and collectively, the "Lenders"), **SATURN APARTMENTS DEVELOPMENT COMPANY, LP**, a Delaware limited partnership ("Borrower") and **KANDLE I, LP**, a Delaware limited partnership ("Guarantor"), and **GARLAND PUBLIC FACILITY CORPORATION**, a Texas public facility corporation ("Owner"). TCB, in its capacity as administrative agent for the Lenders, is hereinafter referred to as the "Administrative Agent".

R E C I T A L S:

A. Borrower executed and delivered to Administrative Agent and the Lenders a Promissory Note (the "Note") dated August 26, 2022, payable to the order of Texas Capital Community Development Corporation, a Texas corporation, in the original principal sum of $41,100,000.00, with interest and principal payable as therein provided and a Renewal Deed of Trust, Security Agreement, Assignment of Rents and Financing Filing (Leasehold and Fee Estate) dated of even date with the Note from Borrower to the trustee named therein (the "Deed of Trust") securing the payment of the Note, covering certain personal property described therein and the real property described on Exhibit A attached thereto (collectively, the "Property"), recorded under Document No. 202200233271 in the Official Records of Dallas County, Texas, and Owner executed that certain Joinder to Renewal Deed of Trust, Security Agreement, Assignment of Rents and Financing Statement dated August 26, 2022 (the "Joinder"), reference being here made to the Security Instrument and the record thereof for all purposes (the foregoing documents, the Loan Agreement, Guaranty, and Prior Modification defined below, and all other documents executed by Borrower and/or any other party evidencing or securing the loan evidenced by the Note, collectively the "Loan Documents").

B. Borrower, Administrative Agent and the Lenders executed a Loan Agreement (the "Loan Agreement") dated of even date with the Note providing for disbursement of the loan (the "Loan") evidenced by the Note.

C. Guarantor executed a Guaranty (the "Guaranty") dated of even date with the Note in favor of Administrative Agent and the Lenders relating to the Loan.

D. The Loan Documents were previously modified by that certain letter agreement dated February 26, 2026, executed by Borrower, Administrative Agent and the Lenders (the "Prior Modification").

E. The parties desire to modify certain terms in the Loan Documents.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto agree as follows:

1. Terms. Capitalized terms used herein but not defined will have the meanings assigned to such terms in the Loan Agreement.

2. Extension. The maturity date of the Note is hereby extended to February 26, 2028, subject to acceleration as set forth in the Loan Documents. The liens, security interests, assignments and other rights evidenced by the Loan Documents are renewed and extended to secure payment of the Note as extended hereby. All references to the maturity of the Loan on March 26, 2026 which appear in the Loan Documents shall hereafter refer to "February 26, 2028". Any existing right or option of Borrower to extend the maturity date beyond February 26, 2028 is hereby terminated and replaced with the extension option set forth on Schedule I hereto.

3. Extension Fee. Borrower shall pay to Administrative Agent, for the benefit of the Lenders, an extension fee in the total amount of $184,950 (the "Extension Fee"), payable to Administrative Agent as follows: (i) contemporaneously with the execution hereof, Borrower shall pay to Administrative Agent a portion of the Extension Fee in the amount of $82,200.00, which fee shall be fully earned by Lenders as of the date of this Agreement, and (ii) if any portion of the Loan remains outstanding on February 26, 2027, Borrower shall pay to Administrative Agent the remainder of the Extension Fee in the amount of $102,750.00, which fee shall be fully earned by Lenders as of such date. Borrower's failure to make any payment required by this paragraph shall be deemed an immediate Event of Default notwithstanding any other grace, notice or cure period contained herein or in the Loan Documents.

4. Intentionally Omitted.

5. Modifications of Other Loan Documents. The Loan Documents are modified as set forth on Schedule I attached hereto. When recorded, this Agreement will not contain Schedule I, but all unrecorded copies of this Agreement will contain Schedule I.

6. Representations. Borrower represents and warrants to Administrative Agent and the Lenders that (a) Borrower is duly authorized to enter into this Agreement, (b) the

representations and warranties contained within the Loan Documents are true and correct as of the date hereof, (c) no condition or event has occurred and is continuing which after notice and/or the lapse of time would constitute an Event of Default under the Loan Documents, and (d) Borrower's (and each entity listed in Borrower's signature block) organizational and governing entity documents have not been modified or amended since the closing of the Loan. Guarantor represents and warrants to Administrative Agent and the Lenders that (aa) Guarantor is duly authorized to enter into this Agreement, (bb) the representations and warranties contained within the Guaranty are true and correct as of the date hereof, (cc) no condition or event has occurred and is continuing which after notice and/or the lapse of time would constitute an Event of Default concerning the Guarantor and/or the Guaranty, and (dd) with respect to any Guarantor that is an entity, Guarantor's (and each entity listed in Guarantor's signature block) organizational and governing entity documents have not been modified or amended since the closing of the Loan.

7. Title Insurance. Contemporaneously with the execution and delivery hereof, Borrower shall, at its sole cost and expense, obtain and deliver to Administrative Agent an endorsement of the Loan Policy of Title Insurance (the "Endorsement") dated August 30, 2022, Policy No. 2744343-228473595, issued by Fidelity National Title Insurance Company insuring the lien of the Security Instrument, under Procedural Rule P-9b(3) of the applicable title insurance rules and regulations, in form and content acceptable to Administrative Agent, stating that the company issuing said policy will not claim that policy coverage has terminated or that policy coverage has been reduced, solely by reason of the execution of this Agreement.

8. Ratification. Except as specifically modified herein, the terms of the Loan Documents remain unchanged, are in full force and effect and are ratified and confirmed in all respects. All liens, security interests and assignments created by the Loan Documents remain unchanged and continue, unabated, in full force and effect, to secure Borrower's obligation to repay the Loan. There are no offsets, claims or defenses to Borrower's or Guarantor's obligations under the Loan Documents.

9. Past Acceptance. Administrative Agent and/or the Lenders may have accepted, without exercising the remedies to which Administrative Agent and/or the Lenders were entitled, payments or performance by Borrower that constituted Events of Default under the Loan Documents; provided however, no such acceptance or grace, or Administrative Agent's or any Lender's agreement to the modifications evidenced hereby, has in any manner diminished Administrative Agent or any Lender's right in the future to insist that Borrower strictly comply with the terms of the Loan Documents, as modified by the terms hereof.

10. No Modification. This Agreement supersedes and merges all prior and contemporaneous promises and agreements. No modification of this Agreement or any other Loan Document, or any waiver of rights under any of the foregoing, shall be effective unless made by supplemental agreement, in writing, executed by Administrative Agent, the Required Lenders and Borrower. This Agreement may not in any way be explained or supplemented by a prior, existing or future course of dealings between the parties or by any prior, existing, or future performance between the parties pursuant to this Agreement or otherwise.

11. Waiver. This Agreement is not intended, nor shall it be construed, as a waiver of any Event of Default or Potential Event of Default under the Loan Documents or a waiver of any obligation imposed under the Loan Documents, except to the extent expressly set forth herein.

12. Release. Borrower and Guarantor release, remise, acquit and forever discharge Administrative Agent, the Lenders and any co-lender or loan participant, together with their respective employees, agents, representatives, consultants, attorneys, fiduciaries, servants, officers, directors, partners, predecessors, successors and assigns, subsidiary corporations, parent corporations, and related corporate divisions (all of the foregoing the "Released Parties"), from any and all actions and causes of action, judgments, executions, suits, debts, claims, counterclaims, defenses, demands, liabilities, obligations, damages and expenses of any and every character, known or unknown, direct and/or indirect, at law or in equity, of whatsoever kind or nature, whether heretofore or hereafter accruing, for or because of any matter or things done, omitted or suffered to be done by any of the Released Parties prior to and including the date hereof, and in any way directly or indirectly arising out of or in any way connected to this Agreement or the Loan Documents, or any of the transactions associated therewith, or the Property, including specifically but not limited to claims of usury, calculation or manipulation of any variable interest rate, lack of consideration, lack of access to lending, fraudulent transfer and lender liability. **THE FOREGOING RELEASE INCLUDES ACTIONS AND CAUSES OF ACTION, JUDGMENTS, EXECUTIONS, SUITS, DEBTS, CLAIMS, DEMANDS, LIABILITIES, OBLIGATIONS, DAMAGES AND EXPENSES ARISING AS A RESULT OF THE NEGLIGENCE AND/OR THE STRICT LIABILITY OF ONE OR MORE OF THE RELEASED PARTIES.**

13. Miscellaneous. This Agreement is included within the definition of "Loan Documents" in the Loan Documents. If this Agreement conflicts with the Loan Documents, this Agreement shall control. This Agreement may be executed in any number of counterparts with the same effect as if all parties hereto had signed the same document. All such counterparts shall be construed together and shall constitute one instrument, but in making proof hereof it shall only be necessary to produce one such counterpart. If any covenant, condition, or provision herein contained is held to be invalid by final judgment of any court of competent jurisdiction, the invalidity of such covenant, condition, or provision shall not in any way affect any other covenant, condition or provision herein contained. It is expressly agreed by the parties hereto that time is of the essence with respect to this Agreement. The parties confirm that each of their respective attorneys have participated jointly in the review and revision of this Agreement and that it has not been written solely by counsel for one party. The rule of construction to the effect that any ambiguities are to or may be resolved against the drafting party shall not be employed in the interpretation of this Agreement to favor either party against the other. The terms and provisions hereof are binding upon and inure to the benefit of the parties hereto, their successors and assigns. Contemporaneously with the execution and delivery hereof, Borrower shall pay, or cause to be paid, all costs, fees and expenses incident to the preparation hereof and the consummation of the transactions specified herein, including without limitation title insurance policy endorsement charges, recording fees and fees and expenses of legal counsel to Administrative Agent and the Lenders.

14. Applicable Law. This Agreement and the rights and duties of the parties hereunder shall be governed for all purposes by the law of the State of Texas and the law of the United States applicable to transactions within said State.

15. Notice of Final Agreement. **THE LOAN DOCUMENTS AND THIS AGREEMENT REPRESENT THE FINAL AGREEMENT BETWEEN THE PARTIES THERETO AND MAY NOT BE CONTRADICTED BY EVIDENCE OF PRIOR, CONTEMPORANEOUS OR SUBSEQUENT ORAL AGREEMENTS OF THE PARTIES THERETO. THERE ARE NO UNWRITTEN ORAL AGREEMENTS BETWEEN THE PARTIES.**

[END OF TEXT - SIGNATURE BLOCKS ON FOLLOWING PAGE]

IN WITNESS WHEREOF, the undersigned have executed this Agreement to be effective as of the date first set forth above.

BORROWER:

SATURN APARTMENTS DEVELOPMENT COMPANY, LP, a Delaware limited partnership

By: SADC GP, LLC, a Delaware limited liability company, its general partner

By: KIW Garland Venture, LLC, a Delaware limited liability company, its manager and member

By: KGV Wolff Member, LLC, a Delaware limited liability company, its Administrative Manager

By: ________________________
Name: ________________________
Title: ________________________

STATE OF ___________ §
§
COUNTY OF _________ §

The foregoing instrument was acknowledged before me this ____ day of _________________, 2026, by ________________________, ___________________________ of KGV Wolff Member, LLC, a Delaware limited liability company, the Administrative Manager of KIW Garland Venture, LLC, a Delaware limited liability company, the manager and member of SADC GP, LLC, a Delaware limited liability company, the general partner of Saturn Apartments Development Company, LP, a Delaware limited partnership, on behalf of said entity. Such person is personally known to me or produced a state issued driver's license as identification.

____
Notary Public in and for the State of ___________
Printed Name:_____________________________
My Commission Expires:____________________

<u>GUARANTOR</u>:

KANDLE I, LP, a Delaware limited partnership

By: KANDLE I GP, LP, a Delaware limited partnership, its general partner

By: KANDLE I MASTER GP, LLC, a Delaware limited liability company, its general partner

By: ______________________________
Name: ______________________________
Title: ______________________________

STATE OF ___________ §
§
COUNTY OF _________ §

The foregoing instrument was acknowledged before me this ____ day of _________________, 2026, by ________________________, ___________________________ of Kandle I Master GP, LLC, a Delaware limited liability company, the general partner of Kandle I GP, LP, a Delaware limited partnership, the general partner of Kandle I, LP, a Delaware limited partnership, on behalf of said entity. Such person is personally known to me or produced a state issued driver's license as identification.

____
Notary Public in and for the State of ___________
Printed Name:_____________________________
My Commission Expires:____________________

<u>ADMINISTRATIVE AGENT</u>:

TEXAS CAPITAL BANK, a Texas state bank

By: ______________________________
Name: C.H. Butterworth
Title: Executive Director

STATE OF TEXAS §
§
COUNTY OF DALLAS §

The foregoing instrument was acknowledged before me this ____ day of _________________, 2026, by C.H. Butterworth, Executive Director of Texas Capital Bank, a Texas state bank, on behalf of said entity. Such person is personally known to me or produced a state issued driver's license as identification.

____
Notary Public in and for the State of ___________
Printed Name:_____________________________
My Commission Expires:____________________

<u>LENDER</u>:

TEXAS CAPITAL COMMUNITY DEVELOPMENT CORPORATION,
a Texas corporation

By: ______________________________
Name: C.H. Butterworth
Title: Executive Director

STATE OF TEXAS §
§
COUNTY OF DALLAS §

The foregoing instrument was acknowledged before me this ____ day of _________________, 2026, by C.H. Butterworth, Executive Director of Texas Capital Community Development Corporation, a Texas corporation, on behalf of said entity. Such person is personally known to me or produced a state issued driver's license as identification.

____
Notary Public in and for the State of ___________
Printed Name:_____________________________

My Commission Expires:____________________

<u>OWNER</u>:

GARLAND PUBLIC FACILITY CORPORATION,
a Texas public facility corporation

By: ______________________________
Name: ______________________________
Title: ______________________________

STATE OF TEXAS §
§
COUNTY OF _________ §

The foregoing instrument was acknowledged before me this ____ day of _________________, 2026, by ________________________, ___________________________ of Garland Public Facility Corporation, a Texas public facility corporation, on behalf of said entity. Such person is personally known to me or produced a state issued driver's license as identification.

____
Notary Public in and for the State of ___________
Printed Name:_____________________________
My Commission Expires:____________________

SCHEDULE I

The Loan Agreement is modified as follows:

1. Loan Disbursement. Notwithstanding anything to the contrary set forth in the Loan Documents, *on the date hereof, Administrative Agent shall disburse to Borrower *$_____________, which shall constitute the remaining unfunded portion of the Loan. After the advance made pursuant to the prior sentence, no further Loan advances are available under the Loan Documents. After the advance made pursuant to this Section, and as of the Effective Date, the unpaid principal balance of the Note is $*______________ with interest paid up to and including *______________, 2026.

2. New Defined Terms. The following definitions are hereby added to Section 1.1 of the Loan Agreement:

"***Cash Flow Statement***" has the meaning set forth in ***Section 12.33(b)***.

"***Cash Management Account***" means an account to be opened in the event of a Cash Sweep Trigger and controlled by Cash Management Bank.

"***Cash Management Bank***" means Texas Capital Bank.

"***Cash Sweep Period***" means the period commencing upon the occurrence of a Cash Sweep Trigger and ending upon a Cash Sweep Trigger Cure.

"***Cash Sweep Trigger***" means the occurrence of a Debt Yield Failure.

"***Cash Sweep Trigger Cure***" means, following a Debt Yield Failure, if the Debt Yield thereafter equals or exceeds 8.50% a period of two (2) consecutive calendar quarters.

"***Collateral Assignment of Interest Rate Cap Agreement***" shall mean that certain Assignment of Interest Rate Protection Agreement, to be executed by Borrower, as assignor, and Administrative Agent, as assignee, in connection with the Loan, as the same may be amended, restated, replaced, supplemented or otherwise modified from time to time. Borrower shall deliver to Administrative Agent a new Collateral Assignment of Interest Rate Cap Agreement reasonably acceptable to Administrative Agent in connection with each Replacement Interest Rate Cap Agreement.

"***Counterparty***" shall mean the counterparty under any Interest Rate Cap Agreement or Replacement Interest Rate Cap Agreement, which counterparty shall satisfy the Minimum Counterparty Rating and otherwise be acceptable to Administrative Agent.

"Debt Service" means the product of (i) the constant monthly payment amount (i.e., the payment including both principal and interest) sufficient to fully amortize (using mortgage amortization) the Committed Sum as of the determination date in equal installments over a 30 year period using an annual interest rate equal to the greater of (a) the Applicable Rate, (b) the then current Treasury Rate plus 2.00%, or (c) 6%, multiplied by (ii) 12.

"***Debt Service Coverage Ratio***" means a ratio the first number of which is the Mini-Perm Net Operating Income for the trailing three (3) month period as of the date of determination and annualized, and the second number of which is the Debt Service and which number is then annualized. The calculation of Debt Service Coverage Ratio is subject to Administrative Agent's approval, in Administrative Agent's reasonable discretion.

"***Debt Yield Failure***" has the meaning set forth in ***Section 6.9***.

"***Interest Rate Cap Agreement***" shall mean, as applicable, any interest rate cap agreement (together with the confirmation and schedules relating thereto) in form and substance satisfactory to Administrative Agent between Borrower and Counterparty, and which may include, with Administrative Agent's prior written consent, an interest rate swap, a cap transaction, a floor transaction, or collar transaction, or any Replacement Interest Rate Cap Agreement, which in each case also satisfies the requirements set forth in ***Section 2.18***.

"***Minimum Counterparty Rating***" shall mean (a) a long term credit rating from S&P of at least "A", which rating shall not include a "t" or otherwise reflect a termination risk, (b) a long term credit rating from Moody's of at least "A2", which rating shall not include a "t" or otherwise reflect a termination risk.

"***Rating Agencies***" shall mean each of S&P, Moody's, Fitch and any other nationally-recognized statistical rating agency designated by Administrative Agent (and any successor to any of the foregoing).

"***Replacement Interest Rate Cap Agreement***" shall have the meaning set forth in ***Section 2.18(c)*** hereof.

"***Required Debt Yield***" has the meaning set forth in ***Section 6.9***.

"***Strike Rate***" shall mean less than or equal to 4%.

3. Amended Defined Terms. The following definitions set forth in Section 1.1 of the Loan Agreement are hereby amended and restated in their entirety to read as follows:

"***Applicable Margin***" means the percent per annum set forth below:

Applicable Margin for Benchmark Portion	Applicable Margin for Base Rate Portion
2.00%	0.50%

"***Hedge Agreement***" means (a) any and all interest rate swaps, interest rate options, forward rate transactions, forward foreign exchange transactions, cap transactions, floor transactions, collar transactions, currency swap transactions, cross-currency rate swap transactions, currency options, spot contracts, basis swaps, commodity swaps, commodity options, forward commodity transactions, equity or equity index swaps, options or forward transactions, credit derivatives, or any other similar transactions or any combination of any of the foregoing (including any options to enter into any of the foregoing), and including, without limitation, the Interest Rate Cap Agreement, and (b) any agreement, instrument or document (including, without limitation, any form of master agreement published by the International Swaps and Derivatives Association, Inc., or any other master agreement (together with any related schedules and annexes thereto) and all related confirmations) governing, evidencing relating to or otherwise with respect to any transaction described or referenced in clause (a) of this definition, in each case as amended, restated, supplemented or otherwise modified from time to time.

"***Initial Maturity Date***" means February 26, 2028, subject, however, to the right of acceleration as herein provided and as provided elsewhere in the Loan Documents.

"***Loan Documents***" means collectively, this Agreement, the Notes, the Security Instrument, the Environmental Indemnity Agreement, the Financing Statements, the Manager's Consent, the Guaranty, the Fee Letter, and the Hedge Agreement, if any, the Collateral Assignment of Interest Rate Cap Agreement, and all other documents now or hereafter executed by a Loan Party in connection with the Loan, the payment of the Indebtedness, or the performance of the Obligations under this Agreement, as they may from time to time be amended, supplemented, or restated.

"***Maturity Date***" means the last to occur of (i) the Initial Maturity Date, and (ii) the expiration of the Mini-Perm Period.

"***Mini-Perm Maturity Date***" means twelve (12) months following the Initial Maturity Date, subject, however, to the right of acceleration as herein provided and as provided elsewhere in the Loan Documents.

4. Deleted Defined Terms. The following defined terms are hereby deleted from Section 1.1 of the Loan Agreement:

"***Mini-Perm Extension Period***"
"***Mini-Perm Maturity Date (Extended)***"

5. Mini-Perm Period. Section 2.15(d) is hereby amended to replace the term "Assumed Debt Service Coverage Ratio" with "Debt Service Coverage Ratio" throughout such subsection.

6. Mini-Perm Extension Period. Section 2.16 of the Loan Agreement is hereby amended and restated in its entirety to read as follows:

2.16 **Intentionally Omitted**.

7. Payments of Principal.

(a) Section 2.3(a)(ii) of the Loan Agreement is hereby amended and restated in its entirety to read as follows:

(ii) Commencing on *March 1, 2027, Borrower shall make monthly repayments of principal in the amount of the Monthly Principal Payment (in addition to the already required payments of accrued interest) on the Loan on the first day of each calendar month thereafter until the Maturity Date.

(b) Section 2.17 of the Loan Agreement is hereby amended and restated in its entirety to read as follows:

2.17 **Intentionally Omitted**.

8. Interest Rate Cap. The following is hereby added to the Loan Agreement as a new Section 2.18:

2.18 **Interest Rate Cap**.

(a) On or before *_________, 2026 [***30 DAYS POST CLOSING]**, Borrower shall enter into an Interest Rate Cap Agreement with a Term SOFR strike rate equal to the *Strike Rate. The Interest Rate Cap Agreement shall at all times (i) be in a form and substance reasonably acceptable to Administrative Agent, (ii) be with a Counterparty, (iii) be for a period equal to the term of the Loan, and (iv) have a notional amount equal to or greater than the principal amount of the Loan and shall at all times provide for the applicable Term SOFR strike rate to be equal to the Strike Rate. Additionally, on or before *_________, 2026: (1) Borrower shall collaterally assign to Administrative Agent, pursuant to the Collateral Assignment of Interest Rate Cap Agreement, all of its right, title and interest in and to the Interest Rate Cap Agreement (and any replacements thereof), including, without limitation, its right to receive any and all payments under the Interest Rate Cap Agreement (and any replacements thereof), and (2) Borrower shall, and shall cause Counterparty to, deliver to Administrative Agent a fully executed Interest Rate Cap Agreement (which shall, by its terms, authorize the assignment to Administrative Agent).

(b) Borrower shall comply with all of its obligations under the terms and provisions of the Interest Rate Cap Agreement. Borrower shall take all actions reasonably requested by Administrative Agent to enforce Administrative Agent's rights under the Interest Rate Cap Agreement in the event of a default by the Counterparty and shall not waive, amend or otherwise modify any of its rights thereunder.

(c) In the event of any downgrade, withdrawal or qualification of the rating of the Counterparty by any Rating Agency below (i) (A) a long term rating of "A-" by S&P and Fitch (if rated by Fitch) or (ii) a long term rating of "A3" by Moody's, Borrower shall either (1) replace the Interest Rate Cap Agreement in a form substantially similar to the Interest Rate Cap Agreement (and meeting the requirements set forth in this ***Section 2.18***) (a "***Replacement Interest Rate Cap Agreement***") from a Counterparty reasonably acceptable to Administrative Agent having a Minimum Counterparty Rating, (2) if provided for in such Interest Rate Cap Agreement, cause the Counterparty to deliver collateral to secure Borrower's exposure under the Interest Rate Cap Agreement or (3) cause the Counterparty to replace their credit support provider with an affiliate entity that meets the Minimum Counterparty Rating, in each case, not later than ten (10) Business Days following the earlier of Borrower's knowledge of such downgrade, withdrawal or qualification or receipt of written notice of such downgrade, withdrawal or qualification from Administrative Agent.

(d) In the event that Borrower fails to purchase and deliver to Administrative Agent the Interest Rate Cap Agreement or fails to maintain the Interest Rate Cap Agreement in accordance with the terms and provisions of this Agreement within ten (10) Business Days after written notice thereof from Administrative Agent to Borrower, Administrative Agent may purchase the Interest Rate Cap Agreement and the actual out-of-pocket cost incurred by Administrative Agent in purchasing such Interest Rate Cap Agreement shall be paid by Borrower to Administrative Agent with interest thereon at the Default Rate from the date such cost was incurred by Administrative Agent until such cost is reimbursed by Borrower to Administrative Agent.

(e) Each Interest Rate Cap Agreement shall contain the following language or its equivalent: "In the event of any downgrade, withdrawal or qualification of the rating of the Counterparty below (i) (A) a long term rating of "A-" by S&P and Fitch (if rated by Fitch) or (ii) a long term rating of "A3" by Moody's, the Counterparty must, within ten (10) Business Days, either (x) post collateral on terms reasonably acceptable to each Rating Agency and Borrower, (y) find a replacement Counterparty, at the Counterparty's sole cost and expense, that satisfies the Minimum Counterparty Rating or (z) cause the Counterparty to replace their credit support provider with an affiliate entity that meets the Minimum Counterparty Rating; provided that, notwithstanding such a downgrade, withdrawal or qualification, unless and until the Counterparty transfers the Interest Rate Cap Agreement to a replacement Counterparty pursuant to the foregoing clause (y), the Counterparty will continue to perform its obligations under the Interest Rate Cap Agreement. Failure to satisfy the foregoing shall constitute an "Additional Termination Event" as defined by Section 5(b)(v) of the ISDA Master Agreement, with the Counterparty as the "Affected Party."

(f) Provided Counterparty is not Administrative Agent or an affiliate of Administrative Agent, on or before *_________, 2026, Borrower shall obtain and deliver to Administrative Agent an opinion from counsel (which counsel may be in house counsel for the Counterparty) upon which Administrative Agent and its successors and assigns may rely, which shall provide, in relevant part, that:

(i) the Counterparty is duly organized, validly existing, and in good standing under the laws of its jurisdiction of incorporation and has the organizational power and authority to execute and deliver, and to perform its obligations under, the Interest Rate Cap Agreement;

(ii) the execution and delivery of the Interest Rate Cap Agreement by the Counterparty, and any other agreement which the Counterparty has executed and delivered pursuant thereto, and the performance of its obligations thereunder have been and remain duly authorized by all necessary action and do not contravene any provision of its organizational documents or, any law, regulation or contractual restriction binding on or affecting it or its property;

(iii) all consents, authorizations and approvals required for the execution and delivery by the Counterparty of the Interest Rate Cap Agreement, and any other agreement which the Counterparty has executed and delivered pursuant thereto, and the performance of its obligations thereunder have been obtained and remain in full force and effect, all conditions thereof have been duly complied with, and no other action by, and no notice to or filing with any governmental authority or regulatory body is required for such execution, delivery or performance; and

(iv) the Interest Rate Cap Agreement, and any other agreement which the Counterparty has executed and delivered pursuant thereto, has been duly executed and delivered by the Counterparty and constitutes the legal, valid and binding obligation of the Counterparty, enforceable against the Counterparty in accordance with its terms, subject to applicable bankruptcy, insolvency and similar laws affecting creditors' rights generally, and subject, as to enforceability, to general principles of equity (regardless of whether enforcement is sought in a proceeding in equity or at law), and subject to such other assumptions and qualifications which are customarily taken in such opinion.

9. Debt Yield Compliance Certificate. Section 6.8 of the Loan Agreement is hereby amended to provide that Borrower shall be required to provide the "Debt Yield Compliance Certificate concerning compliance with the Property covenants in ***Section 6.9*** hereof" at a frequency of "on or before forty-five (45) days following the end of each calendar quarter evidencing a Mini-Perm Debt Yield of at least Eight and 50/100 Percent (8.50%), beginning with the calendar quarter ending on June 30, 2026".

10. Debt Yield Covenant. Section 6.9 of the Loan Agreement is hereby amended and restated in its entirety to read as follows:

6.9 **Property Specific Covenants**. From and after June 30, 2026, if the Mini-Perm Debt Yield for the Property is ever less than 8.50% (the "***Required Debt Yield***"; such failure, a "***Debt Yield Failure***"), the same shall constitute a Cash Sweep Trigger. If the Required Debt Yield is not satisfied, a Cash Sweep Trigger will have occurred and a Cash Sweep Period will exist until a Cash Sweep Cure thereafter occurs.

11. Interest Rate Cap Default. The following is hereby added to the Loan Agreement as a new Section 8.29:

8.29 **Interest Rate Cap Agreement**. Borrower fails to observe, perform or discharge any of Borrower's obligations, covenants, conditions or agreements under the Interest Rate Cap Agreement or Borrower otherwise fails to comply with the covenants set forth in ***Section 2.18*** hereof.

12. Cash Sweep. The following is hereby added to the Loan Agreement as a new Section 12.33:

12.33 **Cash Sweep**.

(a) Immediately upon the occurrence of a Cash Sweep Trigger, then Borrower shall immediately open and establish the Cash Management Account with Cash Management Bank and in connection therewith shall execute and deliver all account documentation required by Cash Management Bank in order to open and establish the Cash Management Account.

(b) During any Cash Sweep Period, all Excess Cash Flow will automatically be transferred from Borrower's Operating Account to the Cash Management Account, which Cash Management Account is hereby pledged to Administrative Agent as additional collateral for the Loan. In addition to any reporting required in accordance with the terms hereof, each month during a Cash Sweep Period, Borrower will submit to Administrative Agent, no later than thirty (30) days following each calendar month end, a monthly cash flow statement for the Property reflecting the revenue from the Property less the actual cash expenditures to operating expenses of the Property for such month (each, a "***Cash Flow Statement***") and the calculation of the Excess Cash Flow. Within two (2) Business Days of receipt of a Cash Flow Statement and calculation of the Excess Cash Flow, all Excess Cash Flow will be swept from Borrower's Operating Account into the Cash Management Account. During a Cash Sweep Period, Administrative Agent shall have the sole right to authorize or permit withdrawals of Excess Cash Flow from the Cash Management Account and Borrower shall have no right or authority to withdraw any amounts or direct any such withdrawals from the Cash Management Account, or to give any instructions or issue any drafts with respect to the Cash Management Account.

(c) Failure to comply with this Section 12.33, if not cured within two (2) days of written notice delivered by Administrative Agent to Borrower describing such failure to comply, shall constitute an immediate Event of Default.

SCHEDULE I

INTENTIONALLY OMITTED FOR RECORDING PURPOSES