



CITY OF HOUSTON
HCD Purchasing Unit 3200

SRO NUMBER MUST APPEAR ON ALL PAYMENT AND
DELIVERY CORRESPONDENCE

POSSIBLE DUPLICATE COPY DO NOT DUPLICATE SHIPMENT
OR SERVICE
SERVICE RELEASE ORDER

Vendor Address Vendor Address Number 158466 EDUCATION BASED HOUSING, INC. 4001 W SAM HOUSTON PKWY N SUITE 100 HOUSTON TX 77043 USA	Information SRO Number/Date 4500326737-0 / 06/17/2020 CoH Vendor Number 158466 Page 1 of 2 Buyer's Name Arva Dearborne 458 Buyer's Telephone Number 832-394-6328 Buyer's Fax Number Buyer's E-mail Address Arva.dearborne@houstontx.gov
Mail Invoice to COH HOUSING & COMMUNITY DEV FINANCIAL SERVICES SEC, ACCT PAY PO Box 1562 HOUSTON TX 77251-1562	CONFIRM RECEIPT AND ACCEPTANCE OF PURCHASE ORDER TO BUYER'S E-MAIL ADDRESS

Shipping Address	HOUSING & COMMUNITY DEVELOPMENT PROCUREMENT SERVICES 2100 TRAVIS, 9TH FLOOR HOUSTON TX 77002 USA
Terms of payment :	Pay net 30 w/o deduction Currency USD
Shipping Terms	FOB(Free on board) /DESTINATION
Our reference:	2020-0550
Your person responsible:	JESSICA BAILEY
Your reference:	2020-0550
EDUCATION BASED HOUSING INTERCREDITOR AGMTS. AND LOAN AGMTS. TO PROVIDE A LOAN OF HURRICAN HARVEY COMMUNITY DEVELOPMENT BLOCK GRANT DISASTER RECOVERY FUNDS FOR THE CITY'S HARVEY MULTIFAMILY PROGRAM FINANCE NEW CONSTRUCTION OF WEST LITTLE YORK APARTMENTS A. LOFTS, A 150-UNIT SENIOR MULTIFAMILY AFFORDABLE RENTAL HOUSING COMMUNITY LOCATED IN THE VICINITY OF 7925 WEST LITTLE YORK RD, HOUSTON, TX TERM EFFEC CS DATE CONTRACT AMT. \$2,350,000.00 CS 7/9/2020 ----- Agreement between City of Houston and Education Based Housing to provide funds toward the acquisition fof West Little York Apatments. There will be 150 unit garden style affordable rental development for families. Serving low to moderate income households	

Item	Quantity	UM	Material # / Description	Unit Cost	Extended Cost
10	1.00	AU	99884 REAL ESTATE (INCL. B West Little York Apartments Release Order against contract 4600016158 Item 00010 06/17/2020 AYD West Little York Apartments Original loan amount: \$2,350,000.00	2,350,000.00 / AU	2,350,000.00



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PO number/date 4500326737 -0 / 06/17/2020 Page 2 of 2

Item	Quantity	UM	Material # / Description	Unit Cost	Extended Cost
	Gross Price		USD 1 AU	1.000	2,350,000.00
			2,350,000.00		
			*** Item partially delivered ***		
			Expected value of unplanned services: 2,350,000.00		
			Delivery Date: 12/31/2020		
Total ****				USD	2,350,000.00

2020-0550 ORD PASSED 6/24/2020
EXECUTED BY MAYOR 7/8/2020 CS 7/9/2020

NOTICE -- This is a contract release order against the contract referenced herein. The terms and conditions in the referenced contract are hereby incorporated into this contract release order as if set forth in full text. All work performed pursuant to this contract release order shall be performed in strict accordance with the referenced contract's statement of work/scope of services.

I hereby certify a certificate of the necessity of this expenditure is on file in this department.

I hereby certify that the expenditure for the above goods has been duly authorized and appropriated and that sufficient funds are available to liquidate same.

		
Mayor	Chief Procurement Officer	Controller

4600016158
2000-0550

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.

Prepared by, and after recording
return to:
Moss & Barnett (TLG)
A Professional Association
150 South Fifth Street, Suite 1200
Minneapolis, MN 55402

SUBORDINATION AGREEMENT

PRIVATE ENTITY

(Revised 10-1-2018) (modified)

**Freddie Mac Loan No. 506584143
Property Name: Hartwood at West Little York**

SUBORDINATION AGREEMENT

PRIVATE ENTITY

(Revised 10-1-2018) (modified)

THIS SUBORDINATION AGREEMENT (“**Agreement**”) is entered into as of September _____, 2022, by and between (i) Berkeley Point Capital LLC, d/b/a Newmark, a limited liability company organized and existing under the laws of Delaware (“**Senior Lender**”); (ii) Education Based Housing, Inc., a nonprofit corporation organized and existing under the laws of Texas (“**Subordinate Lender**”); and (iii) the City of Houston, Texas (the “**City**”).

RECITALS

- A. NH WLY LP, a limited partnership organized under the laws of Texas (“**Borrower**”), is the owner of certain land located in Harris County, Texas, described in Exhibit A (“**Land**”). The Land is improved with a multifamily rental housing project (“**Improvements**”).
- B. Senior Lender has made or is making a loan to Borrower in the original principal amount of \$7,950,000.00 (“**Senior Loan**”) upon the terms and conditions of a Multifamily Loan and Security Agreement dated as of September _____, 2022 between Senior Lender and Borrower (“**Senior Loan Agreement**”) in connection with the Mortgaged Property. The Senior Loan is secured by a Multifamily Deed of Trust, Assignment of Rents, Security Agreement and Fixture Filing dated as of the date of the Senior Loan Agreement (“**Senior Mortgage**”) encumbering the Land, the Improvements and related personal and other property described and defined in the Senior Mortgage as the “**Mortgaged Property**.”
- C. Pursuant to a Loan Agreement (Borrower/Owner) dated June 10, 2020 between Subordinate Lender and Borrower (“**Subordinate Loan Agreement**”), Subordinate Lender has made or is making a loan to Borrower in the original principal amount of \$2,350,000.00 (“**Subordinate Loan**”). The Subordinate Loan is or will be secured by a Deed of Trust, Security Agreement and Financing Statement dated effective June 10, 2020 (“**Subordinate Mortgage**”) encumbering all or a portion of the Mortgaged Property. Subordinate Lender has collaterally assigned the Subordinate Loan Documents (as defined below) to the City pursuant to a Collateral Assignment of Note and Liens dated effective June 10, 2020 (“Collateral Assignment”) and recorded in the Recording Office (as defined immediately below) as County Clerk’s File No. RP-2020-306385.
- D. The Senior Mortgage will be recorded with the Harris County, Texas Clerk’s Office (“**Recording Office**”). The Subordinate Mortgage is recorded in the Recording Office as County Clerk’s File No. RP-2020-306382.

- E. The execution and delivery of this Agreement is a condition of Senior Lender's making of the Senior Loan.

AGREEMENT

NOW, THEREFORE, for valuable consideration, the receipt and sufficiency of which is acknowledged, the parties agree as follows:

1. **Definitions.** The following terms, when used in this Agreement (including, as appropriate, when used in the above recitals), will have the following meanings:

The terms "**Condemnation**," "**Imposition Deposits**," "**Impositions**," "**Leases**," "**Rents**" and "**Restoration**," as well as any term used in this Agreement and not otherwise defined in this Agreement, will have the meanings given to those terms in the Senior Loan Agreement.

"**Bankruptcy Proceeding**" means any bankruptcy, reorganization, insolvency, composition, restructuring, dissolution, liquidation, receivership, assignment for the benefit of creditors, or custodianship action or proceeding under any federal or state law with respect to Borrower, any guarantor of any of the Senior Indebtedness, any of their respective properties, or any of their respective partners, members, officers, directors, or shareholders.

"**Borrower**" means all persons or entities identified as "Borrower" in the first Recital of this Agreement, together with their successors and assigns, and any other person or entity who acquires title to the Mortgaged Property after the date of this Agreement; provided that the term "Borrower" will not include Senior Lender if Senior Lender acquires title to the Mortgaged Property.

"**Casualty**" means the occurrence of damage to or loss of all or any portion of the Mortgaged Property by fire or other casualty.

"**Enforcement Action**" means any of the following actions taken by or at the direction of Subordinate Lender: the acceleration of all or any part of the Subordinate Indebtedness, the advertising of or commencement of any foreclosure or trustee's sale proceedings, the exercise of any power of sale, the acceptance of a deed or assignment in lieu of foreclosure or sale, the collecting of Rents, the obtaining of or seeking of the appointment of a receiver, the seeking of default interest, the taking of possession or control of any of the Mortgaged Property, the commencement of any suit or other legal, administrative, or arbitration proceeding based upon the Subordinate Note or any other of the Subordinate Loan Documents, the exercising of any banker's lien or rights of set-off or recoupment, or the exercise of any other remedial action against Borrower, any other party liable for any of the Subordinate Indebtedness or obligated under any of the Subordinate Loan Documents, or the Mortgaged Property.

"Enforcement Action Notice" means a Notice given from Subordinate Lender to Senior Lender following one or more Subordinate Mortgage Default(s) and the expiration of any applicable notice or cure periods, setting forth in reasonable detail the Subordinate Mortgage Default(s) and the Enforcement Actions proposed to be taken by Subordinate Lender.

"Lien" means any lien, encumbrance, estate or other interest, recorded against or secured by the Mortgaged Property.

"Loss Proceeds" means all monies received or to be received under any insurance policy, from any condemning authority, or from any other source, as a result of any Condemnation or Casualty.

"Notice" means all notices, requests, demands, consents, approvals or other communication pursuant to this Agreement provided in accordance with the provisions of Section 10.

"Regulatory Agreement" means the Restrictive Covenants made by Borrower dated July 10, 2020 and recorded in the Recording Office as County Clerk's File No. RP-2020-306380.

"Senior Indebtedness" means the "Indebtedness" as defined in the Senior Loan Agreement.

"Senior Lender" means the "Lender" as defined in the Senior Mortgage. When any other person or entity becomes the legal holder of the Senior Note, such other person or entity will automatically become Senior Lender.

"Senior Loan Documents" means the "Loan Documents" as defined in the Senior Loan Agreement, as such documents may be amended.

"Senior Mortgage Default" means any act, failure to act, event, condition, or occurrence which constitutes, or which with the giving of Notice or the passage of time, or both, would constitute, an "Event of Default" as defined in the Senior Loan Agreement.

"Senior Note" means the promissory note or other evidence of the Senior Indebtedness and any replacement of the Senior Note.

"Subordinate Indebtedness" means all sums evidenced or secured or guaranteed by, or otherwise due and payable to Subordinate Lender pursuant to, the Subordinate Loan Documents.

"Subordinate Lender" means the person or entity named as such in the first paragraph of this Agreement and any other person or entity who becomes the legal holder of the Subordinate Note after the date of this Agreement. **If the City exercises any of its respective rights under the Collateral Assignment with respect to any of the**

Subordinate Loan Documents or the Property, then the City will be deemed to be a "Subordinate Lender" under this Agreement and the City will comply with all applicable terms and provisions of this Agreement applicable to a "Subordinate Lender."

"Subordinate Loan Documents" means the Subordinate Mortgage, the Subordinate Note, the Subordinate Loan Agreement, **the Regulatory Agreement**, and all other documents at any time evidencing, securing, guaranteeing, or otherwise delivered in connection with the Subordinate Indebtedness, as such documents may be amended, **and including without limitation the Collateral Assignment (defined above)**.

"Subordinate Mortgage Default" means any act, failure to act, event, condition, or occurrence which allows (but for any contrary provision of this Agreement), Subordinate Lender to take an Enforcement Action.

"Subordinate Note" means the promissory note or other evidence of the Subordinate Indebtedness and any replacement of the Subordinate Note.

"Surplus Cash" means, with respect to any period, any revenues of Borrower remaining after paying, or setting aside funds for paying, all the following:

- (a) All sums due or currently required to be paid under the Senior Loan Documents, including any reserves and Imposition Deposits.
- (b) All reasonable operating expenses of the Mortgaged Property, including real estate taxes, insurance premiums, utilities, building maintenance, painting and repairs, management fees, payroll, administrative expenses, legal expenses and audit expenses (excluding any developer fees payable with respect to the Mortgaged Property).

2. Subordinate Lender's Representations and Warranties.

- (a) Subordinate Lender represents and warrants that each of the following is true as of the date of this Agreement:
 - (i) Subordinate Lender is now the owner and holder of the Subordinate Loan Documents.
 - (ii) No Subordinate Mortgage Default has occurred and is continuing.
 - (iii) The current unpaid principal balance of the Subordinate Indebtedness is \$2,350,000.00.
 - (iv) No scheduled payments under the Subordinate Note have been prepaid.

- (b) Without the prior written consent of Senior Lender, Subordinate Lender will not do any of the following:
- (i) Pledge, assign, transfer, convey, or sell any interest in the Subordinate Indebtedness or any of the Subordinate Loan Documents.
 - (ii) Take any action which has the effect of increasing the Subordinate Indebtedness, except to cure a Senior Mortgage Default as contemplated under Section 5(a) of this Agreement.
 - (iii) Accept any prepayment of the Subordinate Indebtedness.

3. Terms of Subordination.

- (a) Agreement to Subordinate. The Subordinate Indebtedness is and will at all times continue to be subject and subordinate in right of payment to the prior payment in full of the Senior Indebtedness. Each of the Subordinate Loan Documents is, and will at all times remain, subject and subordinate in all respects to the liens, terms, covenants, conditions, operations, and effects of each of the Senior Loan Documents.
- (b) Subordinate Note. In confirmation, and not as a condition, of the subordination of the Subordinate Indebtedness and the Subordinate Loan Documents, Subordinate Mortgagee will place on or attach to the Subordinate Note the following Notice, and will provide Senior Mortgagee with a copy of the Subordinate Note showing such Notice:

“The right of the holder of this promissory note to payment of any of the indebtedness evidenced by this promissory note is and will at all times be subordinate to the right of the Berkeley Point Capital LLC, d/b/a Newmark, a Delaware limited liability company, its successors and assigns, under a Multifamily Note dated as of _____, 20__ (“**Senior Note**”) to payment in full of the indebtedness evidenced by the Senior Note. The foregoing subordination is pursuant to a Subordination Agreement dated as of _____, 20__ between Berkeley Point Capital LLC, d/b/a Newmark, a Delaware limited liability company and the holder of this promissory note on the date of the Subordination Agreement.”

- (c) Subordination of Subrogation Rights. If Subordinate Lender, by indemnification, subrogation or otherwise, acquires any Lien on any of the Mortgaged Property, then that Lien will be fully subject and subordinate to the receipt by Senior Lender of payment in full of the Senior Indebtedness, and to the Senior Loan Documents, to the same extent as the Subordinate Indebtedness and the Subordinate Loan Documents are subordinate pursuant to this Agreement.

- (d) Payments Before Senior Loan Default; Soft Subordinate Debt. Until the occurrence of a Senior Mortgage Default, Subordinate Lender will be entitled to retain for its own account all payments of the principal of and interest on the Subordinate Indebtedness pursuant to the Subordinate Loan Documents; provided that Subordinate Lender expressly agrees that it will not accept any such payment that is made more than 10 days in advance of its due date and provided further that Subordinate Lender will not accept any payment in an amount that exceeds 75% of then available Surplus Cash.
- (e) Payments After Senior Loan Default or Bankruptcy.
- (i) Immediately upon Subordinate Lender's receipt of Notice or actual knowledge of a Senior Mortgage Default, Subordinate Lender will not accept any payments of the Subordinate Indebtedness, and the provisions of Section 3(d) of this Agreement will apply.
 - (ii) If Subordinate Lender receives any of the following, whether voluntarily or by action of law, after a Senior Mortgage Default of which Subordinate Lender has actual knowledge (or is deemed to have actual knowledge as provided in Section 4(c)) or has been given Notice, such will be received and held in trust for Senior Lender:
 - (A) Any payment, property, or asset of any kind or in any form in connection with the Subordinate Indebtedness.
 - (B) Any proceeds from any Enforcement Action.
 - (C) Any payment, property, or asset in or in connection with any Bankruptcy Proceeding.
 - (iii) Subordinate Lender will promptly remit, in kind and properly endorsed as necessary, all such payments, properties, and assets described in Section 3(d)(ii) to Senior Lender. Senior Lender will apply any payment, asset, or property so received from Subordinate Lender to the Senior Indebtedness in such order, amount (with respect to any asset or property other than immediately available funds), and manner as Senior Lender determines in its sole and absolute discretion. Subordinate Lender designates and appoints, irrevocably and couple with an interest, Senior Lender (and all persons and entities designated by Senior Lender) as Subordinate Lender's true and lawful attorney-in-fact with power to endorse the name of Subordinate Lender upon any check or other instrument and to take any action necessary to collect any payment, property, or asset referred to in, or otherwise effectuate the provisions of, this Section 3(e).
- (f) Bankruptcy. Without the prior written consent of Senior Lender, Subordinate Lender will not commence, or join with any other creditor in commencing, any

Bankruptcy Proceeding. In the event of a Bankruptcy Proceeding, Subordinate Lender will not vote affirmatively in favor of any plan of reorganization or liquidation unless Senior Lender has also voted affirmatively in favor of such plan.

(g) Priority of Regulatory Agreement. Senior Lender and Subordinate Lender hereby agree that, notwithstanding anything to the contrary set forth elsewhere herein, the Subordinate Lender will be entitled to seek specific performance to enforce covenants and agreements of the Borrower relating to maintenance, tenant lease provisions, income, rent or affordability restrictions contained in the Regulatory Agreement and, following a foreclosure under the Senior Mortgage, or the acceptance by Senior Lender of a deed to the Mortgaged Property in lieu of such a foreclosure (each, a "Foreclosure Action"), the Regulatory Agreement shall survive and the successor owner of the Mortgaged Property shall acquire the Mortgaged Property subject to all of the terms and conditions of the Regulatory Agreement, except as otherwise expressly provided below:

1. No successor owner shall be obligated under the Regulatory Agreement to make any payment under, or to otherwise comply with, any of the other Subordinate Loan Documents;
2. The Foreclosure Action and the transfer of the Mortgaged Property pursuant to the Foreclosure Action will not violate the limitations on transfers in the Regulatory Agreement or require the approval of the Subordinate Lender. Neither the successor owner initially acquiring title to the Mortgaged Property as a result of a Foreclosure Action, nor its immediate successor in interest, shall be subject to any of the limitations upon creation of indebtedness nor creation of any lien securing indebtedness set forth in the Regulatory Agreement; provided that any subsequent mortgagee or lienholder with respect to such indebtedness shall agree that in the event of foreclosure or deed in lieu of foreclosure, the transferee under such foreclosure agrees that it will take subject to the Regulatory Agreement; and provided further that all other subsequent encumbrances shall be subject to Subordinate Lender's approval under the Regulatory Agreement. Any sale, assignment or transfer of the Mortgaged Property following a transfer pursuant to a Foreclosure Action shall be subject to Subordinate Lender's rights under the Regulatory Agreement to approve such transfer, except that Subordinate Lender agrees that its decision to approve any such sale, assignment or other transfer will be based solely upon whether the proposed transferee is qualified to manage and operate affordable housing projects similar to the Mortgaged Property, and the Subordinate Lender will not unreasonably withhold, delay or condition its consent to any such proposed transfer;

3. No successor owner would be obligated to pay, or otherwise have any liability for or in connection with, any claim by Subordinate Lender for liquidated damages, for indemnification or for damages in connection with any breach of any term or provision of the Regulatory Agreement first occurring prior to the date upon which such successor owner acquired title to the Mortgaged Property;
4. No successor owner shall be required to cure any default under the Regulatory Agreement first occurring prior to the date upon which such successor owner acquired title to the Mortgaged Property, except that each successor owner shall be required to cure continuing defaults under the Regulatory Agreement related to the Mortgaged Property; provided further, however, that each such successor owner shall have 120 days after the date upon which it acquires title to the Mortgaged Property to cure such continuing defaults, or, if any such continuing default is not reasonably susceptible to a cure by such owner within such period, to commence curing such default (and in such latter case, such owner shall thereafter continuously and diligently pursue the cure of such default to completion);
5. All reserve requirements imposed by the Regulatory Agreement shall, after any Foreclosure Action, be deemed satisfied so long as comparable reserves are established and held by the applicable successor owner's lenders; and
6. The Subordinate Lender, after a Foreclosure Action, shall not unreasonably withhold, delay or condition any consent or approval contemplated by the Regulatory Agreement.

4. Default Under Subordinate Loan Documents.

(a) Notice of Subordinate Loan Default and Cure Rights.

- (i) Subordinate Lender will deliver to Senior Lender a copy of each Notice delivered by Subordinate Lender pursuant to the Subordinate Loan Documents within 5 Business Days of sending such Notice to Borrower. Neither giving nor failing to give a Notice to Senior Lender pursuant to this Section 4(a) will affect the validity of any Notice given by Subordinate Lender to Borrower.
- (ii) Senior Lender will have the right, but not the obligation, to cure any Subordinate Mortgage Default, until such time, if ever, as Senior Lender delivers to Subordinate Lender Senior Lender's Notice of written consent to an Enforcement Action described in an Enforcement Action Notice given by Subordinate Lender as a consequence of a Subordinate Mortgage Default.
- (iii) Subordinate Lender acknowledges that all amounts advanced or expended by Senior Lender to cure a Subordinate Mortgage Default will be added to and become a part of the Senior Indebtedness and will be secured by the lien of the Senior Mortgage.

(b) Subordinate Lender's Exercise of Remedies After Notice to Senior Lender.

- (i) Subordinate Lender may not commence any Enforcement Action, including any foreclosure action under the Subordinate Loan Documents, until after:
 - (A) Subordinate Lender has delivered to Senior Lender an Enforcement Action Notice with respect to such Enforcement Action.
 - (B) The delivery by Senior Lender to Subordinate Lender of Senior Lender's written consent to such Enforcement Action by Subordinate Lender.
- (ii) Senior Lender will advise Subordinate Lender whether Senior Lender consents to the Enforcement Action by Subordinate Lender within 90 days following Senior Lender's receipt of the Enforcement Action Notice (failure of Senior Lender to provide written consent to the Enforcement Action within such 90-day period constitutes Senior Lender's refusal of such consent). Subordinate Lender acknowledges that Senior Lender may grant or refuse consent to Subordinate Lender's Enforcement Action in Senior Lender's sole and absolute discretion. **Subordinate Lender will be entitled to seek specific performance to enforce covenants and**

agreements of Borrower relating to income, rent, or affordability restrictions contained in the Regulatory Agreement, subject to Senior Lender's right to cure a Subordinate Mortgage Default set forth in Section 4(a).

- (iii) Senior Lender may pursue all rights and remedies available to it under the Senior Loan Documents, at law, or in equity, regardless of any Enforcement Action Notice or Enforcement Action by Subordinate Lender. No action or failure to act on the part of Senior Lender in the event of a Subordinate Mortgage Default or commencement of an Enforcement Action will constitute a waiver on the part of Senior Lender of any provision of the Senior Loan Documents or this Agreement.
- (iv) Subordinate Lender acknowledges that the provisions of this Section 4(b) are fair and reasonable under the circumstances, that Subordinate Lender has received a substantial benefit from Senior Lender having granted its consent to the Subordinate Mortgage, and that Senior Lender would not have granted such consent without the inclusion of these provisions in the Agreement.
- (c) **Cross Default.** Subordinate Lender acknowledges that a Subordinate Mortgage Default constitutes a Senior Mortgage Default. Accordingly, upon the occurrence of a Subordinate Mortgage Default, Subordinate Lender will be deemed to have actual knowledge of a Senior Mortgage Default. If Subordinate Lender notifies Senior Lender in writing that any Subordinate Loan Default of which Senior Lender has received Notice has been cured or waived, as determined by Subordinate Lender in its sole discretion, then provided that Senior Lender has not conducted a sale of the Mortgaged Property pursuant to its rights under the Senior Loan Documents, any Senior Loan Default under the Senior Loan Documents arising solely from such Subordinate Loan Default will be deemed cured, and the Senior Loan will be reinstated.

5. Default Under Senior Loan Documents.

- (a) **Notice of Senior Loan Default and Cure Rights.**
 - (i) Senior Lender will deliver to Subordinate Lender a copy of any Notice sent by Senior Lender to Borrower of a Senior Mortgage Default within 5 Business Days of sending such Notice to Borrower. Failure of Senior Lender to send Notice to Subordinate Lender will not prevent the exercise of Senior Lender's rights and remedies under the Senior Loan Documents.
 - (ii) Subordinate Lender will have the right, but not the obligation, to cure any Senior Mortgage Default during such period of time, if any, as Borrower is permitted by the terms of the Senior Loan Documents to cure a Senior Mortgage Default.

- (iii) Subordinate Lender will not be subrogated to the rights of Senior Lender under the under the Senior Loan Documents by reason of Subordinate Lender having cured any Senior Mortgage Default.

(b) Release of Mortgaged Property.

- (i) Subordinate Lender consents to and authorizes any future release by Senior Lender of all or any portion of the Mortgaged Property from the lien, operation, and effect of the Senior Loan Documents. Subordinate Lender waives to the fullest extent permitted by law, all equitable or other rights it may have in connection with the release of all or any portion of the Mortgaged Property, including any right to require Senior Lender to do any of the following:
 - (A) To conduct a separate sale of any portion of the Mortgaged Property.
 - (B) To exhaust its remedies against all or any portion of the Mortgaged Property or any combination of portions of the Mortgaged Property or any other collateral for the Senior Indebtedness.
 - (C) To proceed against Borrower, any other party that may be liable for any of the Senior Indebtedness (including any general partner of Borrower if Borrower is a partnership), all or any portion of the Mortgaged Property or combination of portions of the Mortgaged Property or any other collateral, before proceeding against all or such portions or combination of portions of the Mortgaged Property as Senior Lender determines.
- (ii) Subordinate Lender consents to and authorizes, at the option of Senior Lender, the sale, either separately or together, of all or any portion of the Mortgaged Property. Subordinate Lender acknowledges that without Notice to Subordinate Lender and without affecting any of the provisions of this Agreement, Senior Lender may do any of the following:
 - (A) Extend the time for or waive any payment or performance under the Senior Loan Documents.
 - (B) Modify or amend in any respect any provision of the Senior Loan Documents.
 - (C) Modify, exchange, surrender, release, and otherwise deal with any additional collateral for the Senior Indebtedness.

6. **Conflicts.** If there is any conflict or inconsistency between the terms of the Subordinate Loan Documents and the terms of this Agreement, then the terms of this Agreement will control. Borrower acknowledges that the terms and provisions of this Agreement will not, and will not be deemed to do any of the following:

- (a) Extend Borrower's time to cure any Senior Loan Default or Subordinate Loan Default.
- (b) Give Borrower the right to receive notice of any Senior Loan Default or Subordinate Loan Default, other than that, if any, provided, respectively under the Senior Loan Documents of the Subordinate Loan Documents.
- (c) Create any other right or benefit for Borrower as against Senior Lender or Subordinate Lender.

7. **Rights and Obligations of Subordinate Lender Under the Subordinate Loan Documents and of Senior Lender under the Senior Loan Documents.**

(a) Insurance.

- (i) All requirements pertaining to insurance under the Subordinate Loan Documents (including requirements relating to amounts and types of coverages, deductibles and special endorsements) will be deemed satisfied if Borrower complies with the insurance requirements under the Senior Loan Documents and of Senior Lender.
- (ii) All original policies of insurance required pursuant to the Senior Loan Documents will be held by Senior Lender.
- (iii) Nothing in this Section 7(a) will preclude Subordinate Lender from requiring that it be named as a mortgagee and loss payee, as its interest may appear, under all policies of property damage insurance maintained by Borrower with respect to the Mortgaged Property, provided such action does not affect the priority of payment of Loss Proceeds, or that Subordinate Lender be named as an additional insured under all policies of liability insurance maintained by Borrower with respect to the Mortgaged Property.

(b) Condemnation or Casualty.

In the event of a Condemnation or a Casualty, the following provisions will apply:

- (i) The rights of Subordinate Lender (under the Subordinate Loan Documents or otherwise) to participate in any proceeding or action relating to a Condemnation or a Casualty, or to participate or join in any settlement of, or to adjust, any claims resulting from a Condemnation or a Casualty, will

be and remain subordinate in all respects to Senior Lender's rights under the Senior Loan Documents, and Subordinate Lender will be bound by any settlement or adjustment of a claim resulting from a Condemnation or a Casualty made by Senior Lender.

- (ii) All Loss Proceeds will be applied either to payment of the costs and expenses of Restoration or to payment on account of the Senior Indebtedness, as and in the manner determined by Senior Lender in its sole discretion; provided however, Senior Lender agrees to consult with Subordinate Lender in determining the application of Casualty proceeds. In the event of any disagreement between Senior Lender and Subordinate Lender over the application of Casualty proceeds, the decision of Senior Lender, in its sole discretion, will prevail.
 - (iii) If Senior Lender holds Loss Proceeds, or monitors the disbursement of Loss Proceeds, Subordinate Lender will not do so. Nothing contained in this Agreement will be deemed to require Senior Lender to act for or on behalf of Subordinate Lender in connection with any Restoration or to hold or monitor any Loss Proceeds in trust for or otherwise on behalf of Subordinate Lender, and all or any Loss Proceeds may be commingled with any funds of Senior Lender.
 - (iv) If Senior Lender elects to apply Loss Proceeds to payment on account of the Senior Indebtedness, and if the application of such Loss Proceeds results in the payment in full of the entire Senior Indebtedness, any remaining Loss Proceeds held by Senior Lender will be paid to Subordinate Lender unless another party has asserted a claim to the remaining Loss Proceeds.
- (c) Modification of Subordinate Loan Documents. Subordinate Lender agrees that, until the principal of, interest on and all other amounts payable under the Senior Loan Documents have been paid in full, it will not, without the prior written consent of Senior Lender, increase the amount of the Subordinate Loan, increase the required payments due under the Subordinate Loan, decrease the term of the Subordinate Loan, increase the interest rate on the Subordinate Loan, or otherwise amend the Subordinate Loan terms in a manner that creates an adverse effect upon Senior Lender under the Senior Loan Documents. If Subordinate Lender either (i) amends the Subordinate Loan Documents in the manner set forth above or (ii) assigns the Subordinate Loan without Senior Lender's consent then such amendment or assignment will be void ab initio and of no effect whatsoever.
- (d) Modification of Senior Loan Documents. Senior Lender may amend, waive, postpone, extend, renew, replace, reduce or otherwise modify any provisions of the Senior Loan Documents without the necessity of obtaining the consent of or providing Notice to Subordinate Lender, and without affecting any of the provisions of this Agreement.

- (e) Commercial or Retail Leases. If requested, Subordinate Lender will enter into attornment and non-disturbance agreements with all tenants under commercial or retail Leases, if any, to whom Senior Lender has granted attornment and non-disturbance, on the same terms and conditions given by Senior Lender.
 - (f) Consent Rights. Whenever the Subordinate Loan Documents give Subordinate Lender approval or consent rights with respect to any matter, and a right of approval or consent for the same or substantially the same matter is also granted to Senior Lender pursuant to the Senior Loan Documents or otherwise, Senior Lender's approval or consent or failure to approve or consent will be binding on Subordinate Lender. None of the other provisions of Section 7 are intended to be in any way in limitation of the provisions of this Section 7(f).
 - (g) Escrows. Except as provided in this Section 7(g), and regardless of any contrary provision in the Subordinate Loan Documents, Subordinate Lender will not collect any escrows for any cost or expense related to the Mortgaged Property or for any portion of the Subordinate Indebtedness.
 - (h) Certification. Within 10 days after request by Senior Lender, Subordinate Lender will furnish Senior Lender with a statement, duly acknowledged and certified setting forth the then-current amount and terms of the Subordinate Indebtedness, confirming that there exists no default under the Subordinate Loan Documents (or describing any default that does exist), and certifying to such other information with respect to the Subordinate Indebtedness as Senior Lender may request.
8. **Refinancing.** Subordinate Lender agrees that its agreement to subordinate under this Agreement will extend to any new mortgage debt which is for the purpose of refinancing all or any part of the Senior Indebtedness (including reasonable and necessary costs associated with the closing and/or the refinancing, and any reasonable increase in proceeds for rehabilitation in the context of a preservation transaction). All terms and covenants of this Agreement will inure to the benefit of any holder of any such refinanced debt, and all references to the Senior Loan Documents and Senior Lender will mean, respectively, the refinance loan documents and the holder of such refinanced debt.
9. **Reserved- Governmental Powers. Nothing in this Agreement is intended, nor will it be construed, to in any way limit the exercise by the City of its governmental powers (including police, regulatory and taxing powers) with respect to Borrower or the Mortgaged Property to the same extent as if it were not a party to this Agreement or the transactions contemplated by this Agreement.**
10. **Notices.**
- (a) Any Notice required or permitted to be given pursuant to this Agreement will be in writing and will be deemed to have been duly and sufficiently given if (i) personally delivered with proof of delivery (any Notice so delivered will be

deemed to have been received at the time so delivered), or (ii) sent by a national overnight courier service (such as FedEx) designating earliest available delivery (any Notice so delivered will be deemed to have been received on the next Business Day following receipt by the courier), or (iii) sent by United States registered or certified mail, return receipt requested, postage prepaid, at a post office regularly maintained by the United States Postal Service (any Notice so sent will be deemed to have been received on the date of delivery as confirmed by the return receipt), addressed to the respective parties as follows:

Notices intended for Senior Lender will be addressed to:

Berkeley Point Capital LLC,
d/b/a Newmark
Attention: Director, Loan Servicing
8 Spring House Innovation Park, Suite 200
Lower Gwynedd, Pennsylvania 19002

Notices intended for Subordinate Lender will be addressed to:

Education Based Housing, Inc.
1001 S. Dairy Ashford Drive, Suite 570
Houston, Texas 77077
Attention: Jarvis Taylor

Senior Lender will also endeavor to provide a courtesy copy of any Notice given to Subordinate Lender by Senior Lender to the persons at the respective addresses set forth below. However, the failure to provide such courtesy copy will not affect the validity or sufficiency of any Notice to Subordinate Lender, will not affect Senior Lender's rights and remedies under this Agreement or any of the other Senior Loan Documents, and will not subject Senior Lender to any claims by or liability to Subordinate Lender or any other person. No person listed below will be a third-party beneficiary of this Agreement or any of the Senior Loan Documents.

C.K. Krauss, PA
P.O. Box 674
Sorrento, Florida 32776
Attention: Cindy K. Krauss

City of Houston
c/o Department of Housing and Community Development
2100 Travis Street, 9th Floor
Houston, Texas 77002
Attention: Director

City of Houston Legal Department

900 Bagby, 4th Floor
Houston, Texas 77002
Attention: City Attorney

Shannon, Martin, Finkelstein, Alvarado & Dunne, P.C.
1001 McKinney Street, Suite 1100
Houston, Texas 77002
Attention: Nancy F. Martin

- (b) Any party, by Notice given pursuant to this Section 10, may change the person or persons and/or address or addresses, or designate an additional person or persons or an additional address or addresses, for its Notices, but Notice of a change of address will only be effective upon receipt. Neither party will refuse or reject delivery of any Notice given in accordance with this Section 10.

11. Miscellaneous Provisions.

- (a) Assignments/Successors. This Agreement will be binding upon and will inure to the benefit of the respective legal successors and permitted assigns of the parties to this Agreement. No other party will be entitled to any benefits under this Agreement, whether as a third-party beneficiary or otherwise. This Agreement may be assigned at any time by Senior Lender to any subsequent holder of the Senior Note.
- (b) No Partnership or Joint Venture. Nothing in this Agreement or in any of the Senior Loan Documents or Subordinate Loan Documents will be deemed to constitute Senior Lender as a joint venturer or partner of Subordinate Lender.
- (c) Further Assurances. Upon Notice from Senior Lender, Subordinate Lender will execute and deliver such additional instruments and documents, and will take such actions, as are required by Senior Lender to further evidence or implement the provisions and intent of this Agreement.
- (d) Amendment. This Agreement may be amended, changed, modified, altered or terminated only by a written instrument signed by the parties to this Agreement or their successors or assigns.
- (e) Governing Law. This Agreement will be governed by the laws of the State in which the Land is located.
- (f) Severable Provisions. If any one or more of the provisions contained in this Agreement, or any application of any such provisions, is invalid, illegal, or unenforceable in any respect, the validity, legality, enforceability, and application of the remaining provisions contained in this Agreement will not in any way be affected or impaired.

- (g) Term. The term of this Agreement will commence on the date of this Agreement and will continue until the earliest to occur of the following events:
- (i) The payment of all the Senior Indebtedness; provided that this Agreement will be reinstated in the event any payment on account of the Senior Indebtedness is avoided, set aside, rescinded or repaid by Senior Lender as described in Section 2(e) of this Agreement.
 - (ii) The payment of all the Subordinate Indebtedness other than by reason of payments which Subordinate Lender is obligated to remit to Senior Lender pursuant to this Agreement.
 - (iii) The acquisition by Senior Lender or by a third-party purchaser of title to the Mortgaged Property pursuant to a foreclosure of, deed in lieu of foreclosure, or trustee's sale or other exercise of a power of sale or similar disposition under the Senior Mortgage.
 - (iv) With the prior written consent of Senior Lender, without limiting the provisions of Section 5(d), the acquisition by Subordinate Lender of title to the Mortgaged Property subject to the Senior Mortgage pursuant to a foreclosure, or a deed in lieu of foreclosure, of (or the exercise of a power of sale under) the Subordinate Mortgage.
- (h) Counterparts. This Agreement may be executed in two or more counterparts, each of which will be deemed an original but all of which together will constitute one and the same instrument.
- (i) Entire Agreement. This Agreement represents the entire understanding and agreement between the parties regarding the matters addressed in this Agreement, and will supersede and cancel any prior agreements regarding such matters.
- (j) Authority. Each person executing this Agreement on behalf of a party to this Agreement represents and warrants that such person is duly and validly authorized to do so on behalf of such party with full right and authority to execute this Agreement and to bind such party with respect to all of its obligations under this Agreement.
- (k) No Waiver. No failure or delay on the part of any party to this Agreement in exercising any right, power, or remedy under this Agreement will operate as a waiver of such right, power, or remedy, nor will any single or partial exercise of any such right, power or remedy preclude any other or further exercise of such right, power, or remedy or the exercise of any other right, power or remedy under this Agreement.
- (l) Remedies. Each party to this Agreement acknowledges that if any party fails to comply with its obligations under this Agreement, the other parties will have all

rights available at law and in equity, including the right to obtain specific performance of the obligations of such defaulting party and injunctive relief.

[SIGNATURE AND ACKNOWLEDGMENT PAGES FOLLOW]

IN WITNESS WHEREOF, the parties have duly executed this Agreement as of the day and year first above written.

SENIOR LENDER:

Berkeley Point Capital LLC,
d/b/a Newmark, a Delaware limited
liability company

By: Brandi Magana
Name: Brandi Magana
Title: vice president

STATE OF CALIFORNIA

) ss.
COUNTY OF _____)

On this the ____ day of _____, 2022, before me, a notary public, the undersigned officer, personally appeared _____ who acknowledged him/herself to be the _____ of Berkeley Point Capital LLC, d/b/a Newmark, a Delaware limited liability company, and that she/he, as such _____, being authorized so to do, executed the foregoing instrument for the purposes therein contained, by signing the name of the limited liability company by her/himself as _____.

In witness whereof I hereunto set my hand and official seal.

Notary Public

[The remainder of this page intentionally left blank; signature pages follow.]

ACKNOWLEDGMENT

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California
County of Orange

On August 30, 2022 before me, Angela Murphy, Notary Public
(insert name and title of the officer)

personally appeared Brandi Magana,
who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are
subscribed to the within instrument and acknowledged to me that he/she/they executed the same in
his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the
person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing
paragraph is true and correct.

WITNESS my hand and official seal.

Signature



(Seal)



IN WITNESS WHEREOF, the parties have duly executed this Agreement as of the day and year first above written.

SENIOR LENDER:

Berkeley Point Capital LLC,
d/b/a Newmark, a Delaware limited
liability company

By:

Name:

Title:

Brandi Magana
Brandi Magana
vice president

STATE OF CALIFORNIA)
) ss.
COUNTY OF _____)

On this the ____ day of _____, 2022, before me, a notary public, the undersigned officer, personally appeared _____ who acknowledged him/herself to be the _____ of Berkeley Point Capital LLC, d/b/a Newmark, a Delaware limited liability company, and that she/he, as such _____, being authorized so to do, executed the foregoing instrument for the purposes therein contained, by signing the name of the limited liability company by her/himself as _____.

In witness whereof I hereunto set my hand and official seal.

Notary Public

[The remainder of this page intentionally left blank; signature pages follow.]

ACKNOWLEDGMENT

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California
County of Orange)

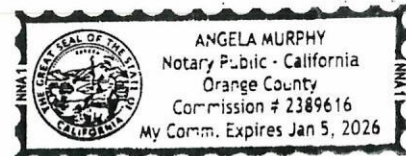
On August 30, 2022 before me, Angela Murphy, Notary Public
(insert name and title of the officer)

personally appeared Brandi Magana,
who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are
subscribed to the within instrument and acknowledged to me that he/she/they executed the same in
his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the
person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing
paragraph is true and correct.

WITNESS my hand and official seal.

Signature  (Seal)



IN WITNESS WHEREOF, the parties have duly executed this Agreement as of the day and year first above written.

SENIOR LENDER:

Berkeley Point Capital LLC,
d/b/a Newmark, a Delaware limited
liability company

By:

Name:

Title:

Brandi Magana
Brandi Magana
Vice president

STATE OF CALIFORNIA)
) ss.
COUNTY OF _____)

See Attached

On this the ____ day of _____, 2022, before me, a notary public, the undersigned officer, personally appeared _____ who acknowledged him/herself to be the _____ of Berkeley Point Capital LLC, d/b/a Newmark, a Delaware limited liability company, and that she/he, as such _____, being authorized so to do, executed the foregoing instrument for the purposes therein contained, by signing the name of the limited liability company by her/himself as _____.

In witness whereof I hereunto set my hand and official seal.

Notary Public

[The remainder of this page intentionally left blank; signature pages follow.]

ACKNOWLEDGMENT

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.


State of California
County of Orange)

On August 30, 2022 before me, Angela Murphy, Notary Public
(insert name and title of the officer)

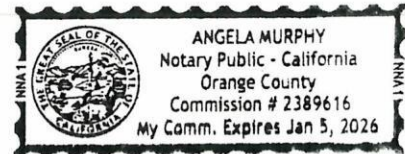
personally appeared Brandi Magana,
who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are
subscribed to the within instrument and acknowledged to me that he/she/they executed the same in
his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the
person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing
paragraph is true and correct.

WITNESS my hand and official seal.

Signature 

(Seal)



SUBORDINATE LENDER:

Education Based Housing, Inc.,
a Texas non-profit corporation

By: J. J.
Name: Jarvis Taylor
Title: Executive Director

STATE OF TEXAS)
) ss.
COUNTY OF Harris)

This instrument was acknowledged before me this 31 day of August,
2022, by Jarvis Taylor, the Executive Director of Education Based Housing, Inc., a Texas non-
profit corporation, on behalf of the said non-profit corporation.



Jela Henderson
Signature of Notary

Title
My Commission expires: 2/28/2025

[The remainder of this page intentionally left blank; signature pages follow.]

SUBORDINATE LENDER:

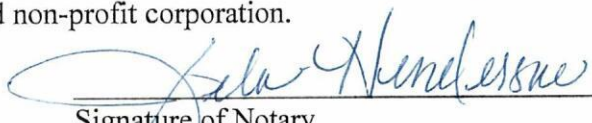
Education Based Housing, Inc.,
a Texas non-profit corporation

By: 
Name: Jarvis Taylor
Title: Executive Director

STATE OF TEXAS)
) ss.
COUNTY OF Harris)

This instrument was acknowledged before me this 31 day of August,
2022, by Jarvis Taylor, the Executive Director of Education Based Housing, Inc., a Texas non-
profit corporation, on behalf of the said non-profit corporation.




Signature of Notary

Title
My Commission expires: 2/28/2025

[The remainder of this page intentionally left blank; signature pages follow.]

SUBORDINATE LENDER:

Education Based Housing, Inc.,
a Texas non-profit corporation

By: [Signature]
Name: Jarvis Taylor
Title: Executive Director

STATE OF TEXAS)
) ss.
COUNTY OF Harris)

This instrument was acknowledged before me this 31 day of August,
2022, by Jarvis Taylor, the Executive Director of Education Based Housing, Inc., a Texas non-
profit corporation, on behalf of the said non-profit corporation.



[Signature]
Signature of Notary

Title
My Commission expires: 2/28/2025

[The remainder of this page intentionally left blank; signature pages follow.]

CITY:

CITY OF HOUSTON, TEXAS

SEAL/ATTEST:

Pat Jefferson Daniel
Pat Jefferson Daniel
City Secretary

Sylvester Turner
Sylvester Turner, Mayor

APPROVED:

Keith W. Bynam
Keith W. Bynam, Director
Housing and Community Development
Department

COUNTERSIGNED:

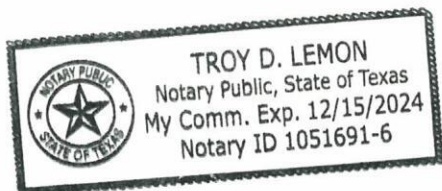
Chris B. Brown
Chris B. Brown, City Controller *Maxine Heller*
9-1-22

APPROVED AS TO FORM:

[Signature]
Senior Assistant City Attorney
LD#0292000149001

STATE OF TEXAS §
COUNTY OF HARRIS §

The foregoing instrument was acknowledged before me on the 9th day of SEPTEMBER, 2022, by SYLVESTER TURNER for Sylvester Turner, Mayor of the CITY OF HOUSTON, a municipal corporation, on behalf of said corporation.



Troy D. Lemon
Notary Public, State of Texas
TROY D LEMON
Printed Name of Notary
My commission expires: 12-15-2024

[The remainder of this page intentionally left blank; signature page follows.]

CONSENT OF BORROWER

Borrower acknowledges receipt of a copy of this Subordination Agreement, dated as of _____, 2022, by and between Berkeley Point Capital LLC, d/b/a Newmark, a limited liability company organized and existing under the laws of Delaware, as Senior Lender; Education Based Housing, Inc., a nonprofit corporation organized and existing under the laws of Texas, as Subordinate Lender; and the City of Houston, Texas, and consents to the agreement of the parties set forth in this Agreement.

BORROWER:

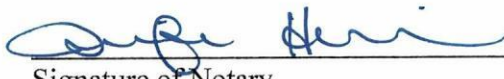
NH WLY LP,
a Texas limited partnership

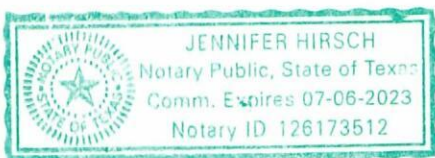
By: NH WLY GP LLC,
a Texas limited liability company
Its: General Partner

By: 
Name: H. Chris Richardson
Its: Manager

STATE OF TEXAS)
) ss.
COUNTY OF Harris)

This instrument was acknowledged before me this 1 day of September, 2022, by H. Chris Richardson, Manager of NH WLY GP LLC, a Texas limited liability company, General Partner of NH WLY LP, a Texas limited partnership, on behalf of the said limited partnership.


Signature of Notary



Notary Public
Title
My Commission expires: 07-06-2023

CONSENT OF BORROWER

Borrower acknowledges receipt of a copy of this Subordination Agreement, dated as of _____, 2022, by and between Berkeley Point Capital LLC, d/b/a Newmark, a limited liability company organized and existing under the laws of Delaware, as Senior Lender; Education Based Housing, Inc., a nonprofit corporation organized and existing under the laws of Texas, as Subordinate Lender; and the City of Houston, Texas, and consents to the agreement of the parties set forth in this Agreement.

BORROWER:


NH WLY LP,
a Texas limited partnership

By: NH WLY GP LLC,
a Texas limited liability company
Its: General Partner

By: 
Name: H. Chris Richardson
Its: Manager

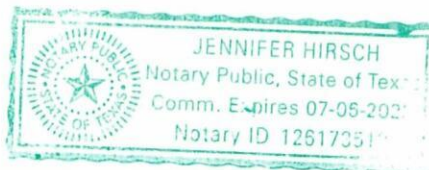
STATE OF TEXAS)
) ss.
COUNTY OF Harris)

This instrument was acknowledged before me this 1 day of September 2022, by H. Chris Richardson, Manager of NH WLY GP LLC, a Texas limited liability company, General Partner of NH WLY LP, a Texas limited partnership, on behalf of the said limited partnership.


Signature of Notary

Notary Public
Title

My Commission expires: 07-06-2023



CONSENT OF BORROWER

Borrower acknowledges receipt of a copy of this Subordination Agreement, dated as of _____, 2022, by and between Berkeley Point Capital LLC, d/b/a Newmark, a limited liability company organized and existing under the laws of Delaware, as Senior Lender; Education Based Housing, Inc., a nonprofit corporation organized and existing under the laws of Texas, as Subordinate Lender; and the City of Houston, Texas, and consents to the agreement of the parties set forth in this Agreement.

BORROWER:

NH WLY LP,
a Texas limited partnership

By: NH WLY GP LLC,
a Texas limited liability company
Its: General Partner

By: *H. Chris Richardson*
Name: H. Chris Richardson
Its: Manager

STATE OF TEXAS)
) ss.
COUNTY OF Harris)

This instrument was acknowledged before me this 1 day of September, 2022, by H. Chris Richardson, Manager of NH WLY GP LLC, a Texas limited liability company, General Partner of NH WLY LP, a Texas limited partnership, on behalf of the said limited partnership.

Jennifer Hirsch
Signature of Notary

Notary Public
Title

My Commission expires: 07-06-2023

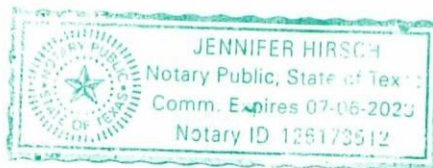


EXHIBIT A

LEGAL DESCRIPTION

Being all of Unrestricted Reserve "B", of NORTHWEST HIGHLANDS, an addition in Harris County, Texas according to the map or plat thereof recorded in Volume 310, Page 77 of the Map Records of Harris County, Texas.

SAVE and EXCEPT:

The Approximately 2,500 square foot parcel described in the Memorandum of PCS Site Agreement recorded October 2, 1998 under Clerk's File No. T301904, and the Memorandum of First Amendment to PCS Site Agreement filed for record on July 27, 2011 under Clerk's File No. 20110308183, Harris County, Texas.

7942164v5