

MULTIFAMILY NOTE

\$6,000.000

January ___, 2026

FOR VALUE RECEIVED, the undersigned ("Borrower") promises to pay to the order of **TEXAS DEPARTMENT OF HOUSING AND COMMUNITY AFFAIRS**, a public and official agency of the State of Texas, the maximum principal sum of SIX MILLION AND NO/100 DOLLARS (\$6,000.000), with interest on the unpaid principal balance from time to time outstanding at the annual rate as set forth on Schedule A. The terms of this Note incorporate the Modifications, if any, set forth on Schedule C to this Note.

1. **Defined Terms.** As used in this Note, the following terms shall have the following definitions:

- (a) **"Beneficiary Parties"** shall have the meaning set forth in the Security Instrument.
- (b) **"Business Day"** means any day other than (i) a Saturday or a Sunday, (ii) a day on which federally insured depository institutions in New York, New York are authorized or obligated by law, regulation, governmental decree or executive order to be closed, or (iii) a day that the Securities Industry and Financial Markets Association (or a successor organization) recommends that the fixed income departments of its members be closed for the entire day for purposes of trading in U.S. government securities.
- (c) **"Closing Date"** shall mean the date of this Note.
- (d) **"Construction Funding Agreement"** means the Construction Funding Agreement dated December 1, 2021, between Borrower and Funding Lender, as amended from time to time.
- (e) **"Default Rate"** shall have the meaning set forth in Section 8 of this Note.
- (f) **"Extended Outside Conversion Date"** shall have the meaning set forth in the Construction Funding Agreement.
- (g) **"First Payment Date"** means the first Business Day of the month following the month in which the first disbursement of Supplemental Borrower Loan proceeds is made in accordance with the Supplemental Borrower Loan Agreement, or, if the first disbursement of Supplemental Borrower Loan proceeds is made after the 20th day of a month, means the first Business Day of the second month following the month in which the first disbursement of Supplemental Borrower Loan proceeds is made in accordance with the Supplemental Borrower Loan Agreement.
- (h) **"Fiscal Agent"** means Wilmington Trust, National Association, as fiscal agent, and any successor Fiscal Agent under the Funding Loan Agreement.
- (i) **"Funding Lender"** means Stellar Bank, a Texas state-chartered banking association, and its successors and assigns.
- (j) **"Governmental Lender"** means Texas Department of Housing and Community Affairs, a public and official agency of the State of Texas.
- (k) **"Indebtedness"** means the principal of, interest on, and any other amounts due at any time under, this Note, the Security Instrument or any other Supplemental Borrower Loan Document, including prepayment premiums, late charges, default interest, and advances to protect the security of the Security Instrument as described in Section 12 of the Security Instrument.
- (l) **"Interest Rate"** shall have the meaning set forth in Schedule A to this Note.

(m) **Lender** means the Fiscal Agent, on behalf of the Funding Lender, as assignee of this Note, and any subsequent holder of this Note. For the avoidance of doubt, Fiscal Agent is referred to herein as "Lender" due to being a holder of the Note, however, Fiscal Agent is acting only as a fiscal agent pursuant to the Funding Loan Agreement and has not participated as a lender in the transaction and has not made an extension of credit or otherwise acted as a lender.

(n) **Loan Month** means the period commencing on a Loan Payment Date and ending on the day preceding the next succeeding Loan Payment Date (without adjustment in either case for Business Day conventions).

(o) **Loan Payment Date** means the first Business Day of each month, commencing on the First Payment Date.

(p) **Maturity Date** means the earlier to occur of (i) June 1, 2027, or (ii) any earlier date on which the unpaid principal balance of this Note becomes due and payable, by acceleration or otherwise.

(q) **Maximum Permanent Period Amount** shall have the meaning set forth in the Construction Funding Agreement.

(r) **Note** means this Multifamily Note.

(s) **Note Interest** shall have the meaning set forth in Schedule A to this Note.

(t) **Outside Conversion Date** shall have the meaning set forth in the Construction Funding Agreement.

(u) **Property Jurisdiction** shall have the meaning set forth in the Security Instrument.

(v) **Security Instrument** means the Multifamily Leasehold Deed of Trust, Assignment of Rents, Security Agreement and Fixture Filing (Texas), dated as of January 1, 2026, made by Borrower for the benefit of Governmental Lender, as assigned to Fiscal Agent for the benefit of Funding Lender.

(w) **Servicer** means Citibank, N.A., a national banking association, and its successors and assigns.

(x) **Servicer Remittance Date** means two (2) Business Days prior to each Loan Payment Date.

(y) **Supplemental Borrower Loan** means the loan evidenced by this Note, the proceeds of which shall be disbursed in accordance with the Supplemental Borrower Loan Agreement.

(z) **Supplemental Borrower Loan Agreement** means that certain Supplemental Borrower Loan Agreement, dated as of January 1, 2026, by and between Borrower and Governmental Lender.

(aa) **2021 Governmental Note** means the Multifamily Housing Governmental Note (Fiji Lofts) Series 2021 in the original principal aggregate amount of \$23,849,000.

All other capitalized terms used but not defined in this Note shall have the meanings given to such terms in the Supplemental Borrower Loan Agreement.

2. **Method of Payment.** All payments due under this Note shall be payable to Servicer, or, if there is no Servicer, to the Fiscal Agent, or its successor. Each such payment shall be made by wire transfer of immediately available funds in accordance with wire transfer instructions that the Fiscal Agent or Servicer shall supply by Written Notice to the Borrower from time to time.

3. **Payment of Principal and Interest.** Principal and interest shall be paid as follows:

(a) Borrower shall pay all amounts due under this Note at the times and in the amounts set forth herein and in the Supplemental Borrower Loan Agreement. Borrower shall make its payments under this Note in immediately available funds.

(b) Commencing on the First Payment Date and continuing on each Loan Payment Date thereafter until and including the Maturity Date, Borrower shall pay monthly payments of interest only, at the Interest Rate set forth on Schedule A attached hereto, in successive monthly installments. Such payments shall be made to the Servicer by 11:00 a.m. New York City time, or to the Fiscal Agent by 2:00 p.m., New York City time, on each Servicer Remittance Date.

(c) Any accrued interest remaining past due may, at Funding Lender's discretion, be added to and become part of the unpaid principal balance and shall bear interest at the rate or rates specified in this Note, and any reference below to "accrued interest" shall refer to accrued interest that has not become part of the unpaid principal balance.

(d) Borrower shall pay all unpaid principal of and interest on this Note on the Maturity Date and any other amounts due under subsection 3(a) hereof. The unpaid principal balance of this Note shall continue to bear interest after the Maturity Date at the Default Rate set forth in this Note until and including the date on which it is paid in full.

(e) Any regularly scheduled monthly installment of principal and interest that is received by Lender before the date it is due shall be deemed to have been received on the due date solely for the purpose of calculating interest due.

(f) Borrower shall make all payments of principal and interest under this Note without relief from valuation and appraisement laws.

(g) Borrower acknowledges that the calculation of all interest payments shall be made by the Funding Lender (or Servicer as the case may be) and shall be final and conclusive, absent manifest error.

4. **Application of Payments.** If at any time Lender receives, from Borrower or otherwise, any amount applicable to the Indebtedness which is less than all amounts due and payable at such time, Lender may apply that payment to amounts then due and payable under this Note in any manner and in any order determined by Funding Lender, in Funding Lender's discretion. Borrower agrees that neither Lender's acceptance of a payment from Borrower in an amount that is less than all amounts then due and payable nor Lender's application of such payment shall constitute or be deemed to constitute either a waiver of the unpaid amounts or an accord and satisfaction.

5. **Security.** The Indebtedness is secured by, among other things, the Security Instrument, and reference is made to the Security Instrument for other rights of Lender and Funding Lender as to collateral for the Indebtedness.

6. **Acceleration.** If an Event of Default has occurred and is continuing, the entire unpaid principal balance, any accrued interest, the prepayment premium payable under Section 10, if any, and all other amounts payable under this Note and any other Supplemental Borrower Loan Document shall at once

become due and payable, at the option of Lender, without any prior notice to Borrower (except if notice is required by applicable law, then after such notice). Lender may exercise this option to accelerate regardless of any prior forbearance.

7. **Late Charge.** If any amount payable under this Note or under the Security Instrument or any other Supplemental Borrower Loan Document is not received by Lender when such amount is due (unless applicable law requires a longer period of time before a late charge may be imposed, in which event, such longer period shall be substituted), Borrower shall pay to Lender, immediately and without demand by Lender, a late charge equal to five percent (5.0%) of such amount (unless applicable law requires a lesser amount be charged, in which event such lesser amount shall be substituted). Notwithstanding the foregoing, with regard to each regularly scheduled monthly installment of principal and/or interest payable pursuant to this Note, such late charge shall not become due and payable to Lender so long as the Borrower makes such payment on or prior to the tenth (10th) calendar day following the date upon which such payment is due (or the Business Day immediately following such tenth (10th) calendar day if such tenth (10th) calendar day is not a Business Day). Any accrued but unpaid late charges shall be added to and become part of the unpaid principal balance of this Note, shall bear interest at the rate or rates specified in this Note, and shall be secured by the Security Instrument and the other applicable Supplemental Borrower Loan Documents. Borrower acknowledges that its failure to make timely payments will cause Funding Lender to incur additional expenses in servicing and processing the Supplemental Borrower Loan, and that it is extremely difficult and impractical to determine those additional expenses. Borrower agrees that the late charge payable pursuant to this Section represents a fair and reasonable estimate, taking into account all circumstances existing on the Closing Date, of the additional expenses Funding Lender will incur by reason of such late payment, and such late charge shall be deemed liquidated damages and not additional interest or a penalty. The late charge is payable in addition to, and not in lieu of, any interest payable at the Default Rate pursuant to Section 8. Notwithstanding anything to the contrary in any other Supplemental Borrower Loan Document, if a Servicer has been appointed by Funding Lender, any late charges payable hereunder shall not be remitted to Lender and shall instead be paid directly to Servicer, who shall apply such late charges in accordance with the terms of the applicable servicing agreement. Any action regarding the collection of a Late Charge will be without prejudice to any other rights and shall not act as a waiver of any other rights that the Servicer, the Funding Lender or the Lender may have as provided herein, in the other Supplemental Borrower Loan Documents, or at law or in equity.

8. **Default Rate.** So long as (a) any monthly installment under this Note remains past due, or (b) any other Event of Default has occurred and is continuing, interest under this Note shall accrue on the unpaid principal balance from the earlier of the due date of the first unpaid monthly installment or the occurrence of such other Event of Default, as applicable, at a rate per annum (the "**Default Rate**") equal to the lesser of the Maximum Rate or a rate equal to the Interest Rate plus four percent (4%), in each case compounded monthly (computed in accordance with Schedule A in the same manner in which Note Interest is computed). If the unpaid principal balance and all accrued interest are not paid in full on the Maturity Date, the unpaid principal balance and all accrued interest shall bear interest from the Maturity Date at the Default Rate until the unpaid principal balance and all accrued interest is paid in full. Borrower also acknowledges that its failure to make timely payments will cause Lender and Funding Lender to incur additional expenses in servicing and processing the Supplemental Borrower Loan, that, during the time that any monthly installment under this Note is delinquent, Lender and Funding Lender will incur additional costs and expenses arising from their loss of the use of the money due and from the adverse impact on Lender's and Funding Lender's ability to meet their other obligations and to take advantage of other investment opportunities, and that it is extremely difficult and impractical to determine those additional costs and expenses. Borrower also acknowledges that, during the time that any monthly installment under this Note is delinquent or any other Event of Default has occurred and is continuing, Lender's and Funding Lender's risk of nonpayment of this Note will be materially increased and Lender and Funding Lender are entitled to be compensated for such increased risk. Borrower agrees that the increase in the rate of interest payable under this Note to the Default Rate as provided above represents a fair and reasonable estimate, taking into account all circumstances existing on the Closing Date, of the additional costs and expenses Lender and Funding Lender will incur by reason of Borrower's delinquent payment and the additional compensation Lender and Funding Lender are entitled to receive for the increased risks of nonpayment associated with a delinquent loan.

9. **Personal Liability of Borrower.**

(a) Throughout the term of the Supplemental Borrower Loan, Borrower shall be personally liable under this Note, the Security Instrument and the other Supplemental Borrower Loan Documents for (1) the repayment of the Indebtedness, including, without limitation, all amounts due under this Note, and (2) the performance of all other obligations of Borrower under this Note and the other Supplemental Borrower Loan Documents.

(b) Borrower shall at all times be personally liable to Lender and Funding Lender for the repayment of a portion of the Indebtedness equal to any loss or damage suffered by Lender or Funding Lender (the “**Losses**”) as a result of (1) failure of Borrower to pay to Lender upon demand after an Event of Default all Rents (as defined in the Security Instrument) to which Lender is entitled under Section 3(a) of the Security Instrument and the amount of all security deposits collected by Borrower from tenants then in residence; (2) failure of Borrower to apply all insurance proceeds and condemnation proceeds as required by the Security Instrument; (3) failure of Borrower to comply with Section 14(d) or (e) of the Security Instrument relating to the delivery of books and records, statements, schedules, and reports; (4) fraud or material misrepresentation by Borrower or Guarantor or any general partner, managing member, manager, officer, director, partner, member, agent or employee of Borrower or Guarantor in connection with the application for or creation of the Indebtedness or any request for any action or consent by or on behalf of Lender or Funding Lender; (5) failure to apply Rents, first, to the payment of reasonable operating expenses (other than property management fees that are not currently payable pursuant to the terms of an Assignment of Management Agreement or any other Supplemental Borrower Loan Document) and then to amounts (“**Debt Service Amounts**”) payable under this Note, the Security Instrument or any other Supplemental Borrower Loan Document (except that Borrower will not be personally liable (i) to the extent that Borrower lacks the legal right to direct the disbursement of such sums because of a bankruptcy, receivership or similar judicial proceeding, or (ii) with respect to Rents that are distributed on account of any calendar year if Borrower has paid all operating expenses and Debt Service Amounts for that calendar year); (6) failure of Borrower to comply with the provisions of Section 17(a) of the Security Instrument prohibiting the commission of waste or allowing the impairment or deterioration of the Mortgaged Property; or (7) failure of Borrower to obtain and maintain any local real estate tax abatement or exemption required under the Security Instrument, or the reduction, revocation, cancellation or other termination of such abatement or exemption, as a result of any act or omission by or on behalf of Borrower, Guarantor or any of their respective partners, members, managers, directors, officers, agents, employees or representatives.

(c) For purposes of determining Borrower’s personal liability under this Section 9, all payments made by Borrower with respect to the Indebtedness and all amounts received by Lender from the enforcement of its rights under the Security Instrument shall be applied first to the portion of the Indebtedness for which Borrower has no personal liability.

(d) Borrower shall at all times be personally liable to Lender and Funding Lender for the repayment of all of the Indebtedness upon the occurrence of any of the following Events of Default: (1) Borrower’s acquisition of any property or operation of any business not permitted by Section 32 of the Security Instrument; or (2) a Transfer (including, but not limited to, a lien or encumbrance) that is an Event of Default under Section 21 of the Security Instrument, other than a Transfer consisting solely of the involuntary removal or involuntary withdrawal of a general partner in a limited partnership or a manager in a limited liability company; or (3) a Bankruptcy Event, as defined in the Security Instrument (but only if the Bankruptcy Event occurs with the consent or active participation of Borrower, its General Partner, Guarantor or any Borrower Affiliate).

(e) In addition to the Borrower’s personal liability pursuant to the other provisions of this Note, Borrower shall at all times be personally liable to Lender and Funding Lender for (1) the performance of all of Borrower’s obligations under Section 18 of the Security Instrument (relating to environmental matters) and the Agreement of Environmental Indemnification; (2) the costs of

any audit under Section 14(d) of the Security Instrument; and (3) any costs and expenses incurred by Lender or Funding Lender in connection with the collection of all amounts for which Borrower is personally liable under this Section 9, including out of pocket expenses and reasonable fees of attorneys and expert witnesses and the costs of conducting any independent audit of Borrower's books and records to determine the amount for which Borrower has personal liability.

(f) Lender or Funding Lender may exercise its rights against Borrower personally without regard to whether Lender or Funding Lender has exercised any rights against the Mortgaged Property or any other security, or pursued any rights against any guarantor, or pursued any other rights available to Lender under this Note, the Security Instrument, any other Supplemental Borrower Loan Document or applicable law. For purposes of this Section 9, the term "**Mortgaged Property**" shall not include any funds that (1) have been applied by Borrower as required or permitted by the Security Instrument prior to the occurrence of an Event of Default or (2) Borrower was unable to apply as required or permitted by the Security Instrument because of a bankruptcy, receivership, or similar judicial proceeding. To the fullest extent permitted by applicable law, in any action to enforce Borrower's personal liability under this Section 9, Borrower waives any right to set off the value of the Mortgaged Property against such personal liability.

(g) Nothing herein or in the other Supplemental Borrower Loan Documents shall be deemed to be a waiver of any right which the Lender, the Funding Lender or the Servicer may have under Sections 506(a), 506(b), 1111(b) or any other provision of the United States Bankruptcy Code, as such sections may be amended, or corresponding or superseding sections of the Bankruptcy Amendments and Federal Judgeship Act of 1984, to file a claim for the full amount due to the Lender, the Funding Lender and the Servicer hereunder and under the other Supplemental Borrower Loan Documents or to require that all collateral shall continue to secure the amounts due hereunder and under the other Supplemental Borrower Loan Documents.

10. Prepayments.

(a) This Note may be prepaid, in full or in part, at any time, without penalty or premium, upon written notice by the Borrower to the Funding Lender, Governmental Lender and Servicer not less than thirty (30) days prior to the prepayment date. Such prepayment shall be made by paying (i) the amount of principal outstanding, (ii) all accrued interest, and (iii) all other sums due Lender at the time of such prepayment. In connection with any such prepayment, the Borrower shall wire transfer the amount required hereunder in immediately available funds by 12:00 p.m., New York City time, on the date of prepayment. Notwithstanding the foregoing, upon any prepayment of the Supplemental Borrower Loan, Borrower shall be liable for any applicable termination, cancellation or other applicable fees as set forth in the Supplemental Borrower Loan Agreement.

(b) If a mandatory prepayment of this Note is required pursuant the Borrower Loan Documents or the Funding Loan Documents, then the entire principal balance of this Note shall be paid in full by paying (i) the amount of principal outstanding, (ii) all accrued interest, and (iii) all other sums due Lender at the time of such prepayment.

(c) Upon Funding Lender's exercise or direction to Fiscal Agent to exercise of any right of acceleration under this Note, Borrower shall pay to Lender, in addition to the entire unpaid principal balance of this Note outstanding at the time of the acceleration, all accrued interest and all other sums due Lender and Funding Lender.

(d) RESERVED.

(e) RESERVED.

(f) The Borrower shall prepay the entire outstanding principal balance of this Note, at the direction of the Lender, at a price equal to the outstanding principal balance of this Note, plus

accrued interest and any other amounts payable under this Note or the Supplemental Borrower Loan Agreement through the date of prepayment, upon the occurrence of any event or condition described below:

- (1) no later than the day before (a) any sale of the Project, restructuring of the Borrower or any other event that would cause or be deemed to cause an assumption of obligations of an unrelated party for purposes of Section 1.150-1(d)(2) of the Regulations (any such event referred to herein as a "**Transfer**") which Transfer would occur within six months of a "refinancing" (as contemplated by such Regulation), or (b) any "refinancing" that would occur within six months of a Transfer; or
- (2) in whole, upon a Determination of Taxability.

In connection with any such prepayment, the Borrower shall wire transfer immediately available funds by no later than 12:00 p.m., New York City time, on the date fixed by the Lender, which date shall be communicated by the Funding Lender in writing to the Borrower, the Fiscal Agent and the Governmental Lender.

(g) The Borrower shall prepay the outstanding principal balance of this Note at the direction of the Funding Lender, in whole or in part, at a price equal to the amount of principal being prepaid plus accrued interest and any other amounts payable under this Note or the other Supplemental Borrower Loan Documents, upon the occurrence of any event or condition described below:

- (1) in whole or in part, if the Mortgaged Property shall have been damaged or destroyed to the extent that it is not practicable or feasible to rebuild, repair or restore the damaged or destroyed property within the period and under the conditions described in the Security Instrument following such event of damage or destruction; or
- (2) in whole or in part, if title to, or the use of, all or a portion of the Mortgaged Property shall have been taken under the exercise of the power of eminent domain by any Governmental Authority which results in a prepayment of this Note under the conditions described in the Security Instrument; or
- (3) in whole or in part, to the extent that insurance proceeds or proceeds of any condemnation award with respect to the Mortgaged Property are not applied to restoration of the Mortgaged Property in accordance with the provisions of the Security Instrument.
- (4) in whole, if the Outside Conversion Date is not extended to the Extended Outside Conversion Date (as such terms are each defined in the Construction Funding Agreement) as and when provided for in the Construction Funding Agreement.

In connection with any such prepayment, the Borrower shall wire transfer immediately available funds by no later than 12:00 p.m., New York City time, on the date fixed by the Funding Lender, which date shall be communicated by the Funding Lender in writing to the Borrower and Governmental Lender. To the extent that the Borrower receives any insurance proceeds or condemnation awards that are to be applied to the prepayment of this Note, such amounts shall be applied to the prepayment of this Note. No prepayment premium shall be payable with respect to any prepayment required by this Section 10(g).

(h) Any permitted or required prepayment of less than the unpaid principal balance of this Note shall not extend or postpone the due date of any subsequent monthly installments or change the amount of such installments, unless Funding Lender agrees otherwise in writing.

(i) Borrower recognizes that any prepayment of the unpaid principal balance of this Note, whether voluntary, involuntary or resulting from a default by Borrower, will result in Funding Lender incurring a loss, including reinvestment loss, additional expense and frustration or impairment of Funding Lender's ability to meet its commitments to third parties.

(j) Notwithstanding anything herein to the contrary, upon the written direction of the Funding Lender, the Borrower shall prepay this Note in full, together with all amounts due under the Supplemental Borrower Loan Documents, on the earliest to occur of (A) if the Outside Conversion Date is not extended, the Outside Conversion Date, (B) if the Outside Conversion Date is extended, the Extended Conversion Date (as then in effect under the terms of the Construction Funding Agreement), or (C) any prepayment in full of the 2021 Governmental Note.

11. **Costs and Expenses.** To the fullest extent allowed by applicable law, Borrower shall pay all expenses and costs, including, without limitation, out-of-pocket expenses and reasonable fees of attorneys (including, without limitation, in-house attorneys) and expert witnesses and costs of investigation, incurred by Lender or Funding Lender as a result of any default under this Note or in connection with efforts to collect any amount due under this Note, or to enforce the provisions of any of the other Supplemental Borrower Loan Documents, including those incurred in post-judgment collection efforts and in any bankruptcy proceeding (including any action for relief from the automatic stay of any bankruptcy proceeding) or judicial or non-judicial foreclosure proceeding. For purposes of Section 9(f) and this Section 11, attorneys' out of pocket expenses shall include, but are not limited to, support staff costs, costs of preparing for litigation, computerized research, telephone and facsimile transmission expenses, mileage, deposition costs, postage, duplicating, process service, videotaping and similar costs and expenses.

12. **Forbearance.** Any forbearance by Lender (or Funding Lender and/or Servicer, as the case may be) in exercising any right or remedy under this Note, the Security Instrument, or any other Supplemental Borrower Loan Document or otherwise afforded by applicable law, shall not be a waiver of or preclude the exercise of that or any other right or remedy. The acceptance by Lender (or by Funding Lender and/or Servicer, as the case may be) of any payment after the due date of such payment, or in an amount which is less than the required payment, shall not be a waiver of Lender's (in its own right or on its behalf by Funding Lender and/or Servicer, as the case may be) right to require prompt payment when due of all other payments or to exercise any right or remedy with respect to any failure to make prompt payment. Enforcement by Lender (in its own right or on its behalf by Funding Lender and/or Servicer, as the case may be) of any security for Borrower's obligations under this Note shall not constitute an election by Lender (in its own right or on its behalf by Funding Lender and/or Servicer, as the case may be) of remedies so as to preclude the exercise of any other right or remedy available to Lender (or Funding Lender and/or Servicer, as the case may be).

13. **Waivers.** Presentment, demand, notice of dishonor, protest, notice of acceleration, notice of intent to demand or accelerate payment or maturity, presentment for payment, notice of nonpayment, grace, and diligence in collecting the Indebtedness are waived by Borrower and all endorsers and guarantors of this Note and all other third party obligors.

14. **Supplemental Borrower Loan Charges.** Neither this Note nor any of the other Supplemental Borrower Loan Documents shall be construed to create a contract for the use, forbearance or detention of money requiring payment of interest at a rate greater than the maximum interest permitted to be charged under applicable law. If any applicable law limiting the amount of interest or other charges permitted to be collected from Borrower in connection with the Supplemental Borrower Loan is interpreted so that any interest or other charge provided for in any Supplemental Borrower Loan Document, whether considered separately or together with other charges provided for in any other Supplemental Borrower Loan Document, violates that law, and Borrower is entitled to the benefit of that law, that interest or charge is hereby reduced to the extent necessary to eliminate that violation. The amounts, if any, previously paid to Lender in excess of the permitted amounts shall be applied by Lender (or Funding Lender and/or Servicer, as the case may be) to reduce the unpaid principal balance of this Note. For the purpose of determining whether any applicable law limiting the amount of interest or other charges permitted to be collected from Borrower has been violated, all Indebtedness that constitutes interest, as well as all other charges made in

connection with the Indebtedness that constitute interest, shall be deemed to be allocated and spread ratably over the stated term of this Note. Unless otherwise required by applicable law, such allocation and spreading shall be effected in such a manner that the rate of interest so computed is uniform throughout the stated term of this Note.

15. **Obligations of the Borrower Absolute and Unconditional.** Subject to Section 9 hereof, the obligations of the Borrower to make all payments required under this Note and the other Supplemental Borrower Loan Documents on or before the date the same become due, and to perform all of its other obligations, covenants and agreements hereunder and under the other Supplemental Borrower Loan Documents shall be primary, absolute, unconditional and irrevocable, and shall be paid or performed strictly in accordance with the terms of this Note and the other Supplemental Borrower Loan Documents under any and all circumstances, without notice or demand, and without abatement, deduction, set-off, counterclaim, recoupment or defense or any right of termination or cancellation arising from any circumstance whatsoever, whether now existing or hereafter arising, and irrespective of whether the Borrower's title to the Mortgaged Property or to any part thereof is defective or nonexistent, and notwithstanding any damage due to loss, theft or destruction of the Mortgaged Property or any part thereof, any failure of consideration or frustration of commercial purpose, the taking by eminent domain of title to or of the right of temporary use of all or any part of the Mortgaged Property, legal curtailment of the Borrower's use thereof, the eviction or constructive eviction of the Borrower, any change in the tax or other laws of the United States of America, the State or any political subdivision thereof, any change in the Lender's or Funding Lender's legal organization or status, or any default of the Lender or Funding Lender hereunder or under any other Supplemental Borrower Loan Document, and regardless of the invalidity of any action of the Lender or Funding Lender or the invalidity of any portion of this Note or the other Supplemental Borrower Loan Documents. Provided further, the obligations of Borrower under this Note and the other Supplemental Borrower Loan Documents shall not be affected by:

- (a) any lack of validity or enforceability of any Supplemental Borrower Loan Document or any of the Related Documents;
- (b) any amendment of, or any waiver or consent with respect to, any of the Supplemental Borrower Loan Documents or Related Documents;
- (c) the existence of any claim, set-off, defense or other rights which Borrower, General Partner or Guarantor may have at any time against Lender or Funding Lender (other than the defense of payment in accordance with the terms of this Note or the other Supplemental Borrower Loan Documents) or any other Person, whether in connection with this Note or any other Supplemental Borrower Loan Document, the Related Documents or any transaction contemplated thereby or any unrelated transaction;
- (d) any breach of contract or other dispute between Borrower, General Partner or Guarantor, and Lender or Funding Lender;
- (e) any Funding Requisition or any document presented in connection therewith, proving to be forged, fraudulent, untrue, inaccurate, invalid or insufficient in any respect (except in the event of willful misconduct by Funding Lender with respect to same); or
- (f) any exchange, release or nonperfection of any lien or security interest in any collateral pledged or otherwise provided to secure any of the obligations contemplated herein, in any other Supplemental Borrower Loan Document or in any Related Document.

The Borrower hereby waives the application to it of the provisions of any statute or other law now or hereafter in effect contrary to any of its obligations, covenants or agreements under this Note or the other Supplemental Borrower Loan Documents or which releases or purports to release the Borrower therefrom. Nothing contained herein shall be construed as prohibiting the Borrower from pursuing any rights or remedies it may have against any Person in a separate legal proceeding.

16. **Commercial Purpose.** Borrower represents that the Indebtedness is being incurred by Borrower solely for the purpose of carrying on a business or commercial enterprise, and not for personal, family, household or agricultural purposes.

17. **Counting of Days.** Except where otherwise specifically provided, any reference in this Note to a period of "days" means calendar days, not Business Days.

18. **Notices.** All notices, demands and other communications required or permitted to be given pursuant to this Note shall be in writing and addressed as set forth below. Each notice shall be deemed given on the earliest to occur of (a) the date when the notice is received by the addressee; (b) the first Business Day after the notice is delivered to a recognized overnight courier service, with arrangements made for payment of charges for next Business Day delivery; or (c) the third Business Day after the notice is deposited in the United States mail with postage prepaid, certified mail, return receipt requested.

If to Borrower: SDC Corinth III, LP
3030 LBJ Freeway, Suite 1350
Dallas, Texas 75234
Attention: Joseph Agumadu
Email: development@sdcus.com
Telephone: (214) 342-1400

With a copy to: Shackelford, Bowen, McKinley & Norton, LLP
9201 N. Central Expressway, Fourth Floor
Dallas, Texas 75231
Attention: John C. Shackelford, Esq.
Facsimile: (214) 780-1401

If to Lender: Wilmington Trust, National Association
15950 North Dallas Parkway, Suite 200
Dallas, Texas 75248
Attention: Richard Lopez
Facsimile: (714) 384-4151

If to Governmental Lender: Texas Department of Housing and Community Affairs
221 East 11th Street
Austin, Texas 78701
Attention: Director of Multifamily Bonds
Facsimile: (512) 475-1895

If to Funding Lender: Stellar Bank
If By US Mail:
PO Box 41314
Houston, Texas 77241-1314
Attention: Stephen W. Rose
If by Hand or Overnight Delivery:
9 Greenway Plaza, Suite 110
Houston, Texas 77046
Attention: Stephen W. Rose

With a copy to Servicer: Citibank, N.A.
388 Greenwich Street, Trading 4th Floor
New York, New York 10013

Attention: Transaction and Asset Management Group
Re: Fiji Lofts Deal ID No. 60001032
Facsimile: (212) 723-8209

And to:

Citibank, N.A.
325 East Hillcrest Drive, Suite 160
Thousand Oaks, California 91360
Attention: Operations Manager/Asset Manager
Re: Fiji Lofts Deal ID No. 60001032
Facsimile: (805) 557-0924

with a copy to:

Citibank, N.A.
388 Greenwich Street, Trading 4th Floor
New York, New York 10013
Attention: Account Specialist
Re: Fiji Lofts Deal ID No. 60001032
Facsimile: (212) 723-8209

Any of the above-listed parties may change the address to which notices intended for it are to be directed by means of notice given to the other parties in accordance with this Section 18. Each party agrees that it will not refuse or reject delivery of any notice given in accordance with this Section 18, that it will acknowledge, in writing, the receipt of any notice upon request by the other party and that any notice rejected or refused by it shall be deemed for purposes of this Section 18 to have been received by the rejecting party on the date so refused or rejected, as conclusively established by the records of the U.S. Postal Service or the courier service.

19. **Payments on Non-Business Day.** If the date for the making of any payment under this Note is not a Business Day, such payment shall be due and payable on the next succeeding Business Day.

20. **Terms of Note Governing Payment Matters Control in the Event of any Conflict.** In the event the provisions of the Supplemental Borrower Loan Agreement or the other Supplemental Borrower Loan Documents (other than this Note) conflict with the provisions of this Note which govern the terms of repayment of the Supplemental Borrower Loan or the payment of other amounts due in connection with the Supplemental Borrower Loan (including, without limitation, the provisions of this Note which govern the required payments of principal, interest and other amounts due in connection with the Supplemental Borrower Loan, the manner of payment, the calculation of interest, the payment of the Lender's costs and expenses, the application of payments received by the Lender, the acceleration of amounts owed by the Borrower, late charges, default rates of interest, prepayments, prepayment premiums or maximum rates of interest or similar charges), the provisions of this Note shall govern and control.

21. **Local Law Provisions (Texas).**

(a) As used in this Section 21, the term "Maximum Rate" shall mean the maximum lawful rate of interest which may be contracted for, charged, taken, received or reserved by Lender in accordance with the applicable laws of the State of Texas (or applicable United States federal law to the extent that such law permits Lender to contract for, charge, take, receive or reserve a greater amount of interest than under Texas law), taking into account all Charges (as defined below) made in connection with the transaction evidenced by this Note and the other Supplemental Borrower Loan Documents.

(b) As used hereunder, the term "Charges" shall mean all fees, charges and/or any other things of value, if any, contracted for, charged, taken, received or reserved by Lender in connection with the transactions relating to this Note and the other Supplemental Borrower Loan Documents, which are treated as interest under applicable law.

(c) Borrower hereby agrees that as a condition precedent to any claim seeking usury penalties against Funding Lender, Borrower will provide written notice to Lender and Funding Lender, advising Lender and Funding Lender in reasonable detail of the nature and amount of the violation, and Funding Lender, or Lender at Funding Lender's direction, shall have sixty (60) days after receipt of such notice in which to correct such usury violation, if any, by either refunding such excess interest to Borrower or crediting such excess interest against this Note and/or the Indebtedness then owing by Borrower to Lender. All calculations of the rate of interest contracted for, charged, taken, reserved or received by Lender or Funding Lender, as applicable, for the use, forbearance or detention of any debt evidenced by this Note and/or any other Supplemental Borrower Loan Documents, that are made for the purpose of determining whether such rate exceeds the Maximum Rate, shall be made, to the extent permitted by applicable law, by amortizing, prorating, allocating and spreading, using the actuarial method, all interest contracted for, charged, taken, reserved or received by Lender or Funding Lender, as applicable, throughout the full term of this Note and/or any other Supplemental Borrower Loan Documents (including any and all renewal and extension periods).

(d) In no event shall the provisions of Chapter 346 of the Texas Finance Code (which regulates certain revolving credit loan accounts and revolving triparty accounts) apply to this Note and/or any Indebtedness.

(e) Not later than the sixty-first (61st) day before the date Borrower files suit seeking penalties for Funding Lender's violation of the usury law (or not later than the time of Borrower filing a counterclaim in an original action by Funding Lender), Borrower is required to give Lender and Funding Lender written notice stating in reasonable detail the nature and amount of the violation. Funding Lender, or Lender at Funding Lender's direction, is then entitled to correct such violation within the sixty (60) day period beginning with the date such notice is received. If the usury violation is raised on a counterclaim, Funding Lender can petition the court to abate the proceedings for sixty (60) days to allow Funding Lender, or Lender at Funding Lender's direction, to cure the violation. If Funding Lender, or Lender at Funding Lender's direction, timely corrects such violation, Funding Lender will not be liable to Borrower for such violation, except to reimburse Borrower for reasonable attorneys' fees in the event the issue is raised by Borrower in a counterclaim. Funding Lender is also not liable to Borrower for a violation of the usury penalty statute if Funding Lender gives written notice to Borrower of Funding Lender's usury violation before Borrower itself gives written notice of the violation or files an action alleging the violation, and provided Funding Lender, or Lender at Funding Lender's direction, corrects such violation not later than the sixtieth (60th) day after the date Funding Lender actually discovered the violation that applies to the Note and/or any of the Indebtedness. Notwithstanding anything to the contrary contained herein or in any of the other Supplemental Borrower Loan Documents, it is not the intention of Funding Lender to accelerate the maturity of any interest that has not accrued at the time of such acceleration or to collect unearned interest at the time of such acceleration.

(f) To the extent that Funding Lender is relying on Chapter 303 of the Texas Finance Code to determine the Maximum Rate payable on this Note or any other portion of the Indebtedness, Funding Lender will utilize the weekly ceiling from time to time in effect as provided in such Chapter 303, as amended. To the extent United States federal law permits Funding Lender to contract for, charge, take, receive or reserve a greater amount of interest than under Texas law, Funding Lender will rely on United States federal law instead of such Chapter 303 for the purpose of determining the Maximum Rate. Additionally, to the extent permitted by applicable law now or hereafter in effect, Funding Lender may, at Funding Lender's option and from time to time, utilize any other method of establishing the Maximum Rate under such Chapter 303 or under other applicable law by giving notice, if required, to Borrower as provided by applicable law now or hereafter in effect.

22. **Determinations by Lender.** Except to the extent expressly set forth in this Note to the contrary, in any instance where the consent or approval of Lender or Funding Lender may be given or is required, or where any determination, judgment or decision is to be rendered by Lender or Funding Lender

under this Note, the granting, withholding or denial of such consent or approval and the rendering of such determination, judgment or decision shall be made or exercised by Lender or Funding Lender, as applicable (or its designated representative) at its sole and exclusive option and in its sole and absolute discretion.

23. **Release; Indemnity.**

(a) ***Release.*** Borrower covenants and agrees that, in performing any of its rights or duties under this Note, neither the Beneficiary Parties, nor their respective agents or employees, shall be liable for any losses, claims, damages, liabilities and expenses that may be incurred by any of them as a result of such performance, except to the extent such liability for any losses, claims, damages, liabilities or expenses arises out of the willful misconduct or gross negligence of such party (except with respect to the Governmental Lender only to the extent arising from its fraud, bad faith or willful misconduct).

(b) ***Indemnity.***

(i) THE INDEMNIFICATION PROVISIONS IN THIS SECTION SHALL BE ENFORCEABLE REGARDLESS OF WHETHER THE LIABILITY IS BASED ON PAST, PRESENT OR FUTURE ACTS, CLAIMS OR LEGAL REQUIREMENTS (INCLUDING ANY PAST, PRESENT OR FUTURE BULK SALES LAW, ENVIRONMENTAL LAW, FRAUDULENT TRANSFER ACT, OCCUPATIONAL SAFETY AND HEALTH LAW, OR PRODUCTS LIABILITY, SECURITIES OR OTHER LEGAL REQUIREMENT), AND REGARDLESS OF WHETHER ANY PERSON (INCLUDING THE PERSON FROM WHOM INDEMNIFICATION IS SOUGHT) ALLEGES OR PROVES THE SOLE, CONCURRENT, CONTRIBUTORY OR COMPARATIVE NEGLIGENCE OF THE PERSON SEEKING INDEMNIFICATION, OR OTHER SOLE OR CONCURRENT STRICT LIABILITY IMPOSED ON THE PERSON SEEKING INDEMNIFICATION.

(ii) Borrower hereby agrees to indemnify and hold harmless the Beneficiary Parties and their respective agents and employees from and against any and all losses, claims, damages, liabilities and expenses including, without limitation, reasonable attorneys' fees and costs and disbursements, which may be imposed or incurred by any of them in connection with this Note, except that no such party will be indemnified for any losses, claims, damages, liabilities or expenses arising out of the willful misconduct or gross negligence of such party (except with respect to the Governmental Lender, only to the extent arising from its fraud, bad faith or willful misconduct).

24. **Governing Law.** This Note shall be governed by and enforced in accordance with the laws of the Property Jurisdiction, without giving effect to the choice of law principles of the Property Jurisdiction that would require the application of the laws of a jurisdiction other than the Property Jurisdiction.

25. **Consent to Jurisdiction and Venue.** Borrower agrees that any controversy arising under or in relation to this Note shall be litigated exclusively in the Property Jurisdiction. The state and federal courts and authorities with jurisdiction in the Property Jurisdiction shall have exclusive jurisdiction over all controversies which shall arise under or in relation to this Note. Borrower irrevocably consents to service, jurisdiction, and venue of such courts for any such litigation and waives any other venue to which it might be entitled by virtue of domicile, habitual residence or otherwise. However, nothing herein is intended to limit Lender's or Funding Lender's right to bring any suit, action or proceeding relating to matters arising under this Note against Borrower or any of Borrower's assets in any court of any other jurisdiction.

26. **Severability.** The invalidity, illegality or unenforceability of any provision of this Note shall not affect the validity, legality or enforceability of any other provision, and all other provisions shall remain in full force and effect.

27. **Remedies Cumulative.** In the event of Borrower's default under this Note, the Lender may exercise all or any one or more of its rights and remedies available under this Note, at law or in equity.

Such rights and remedies shall be cumulative and concurrent, and may be enforced separately, successively or together, and the exercise of any particular right or remedy shall not in any way prevent the Lender from exercising any other right or remedy available to the Lender or Funding Lender. The Lender or Funding Lender may exercise any such remedies from time to time as often as may be deemed necessary by the Lender or Funding Lender.

28. **No Agency or Partnership.** Nothing contained in this Note shall constitute Lender or Funding Lender as a joint venturer, partner or agent of Borrower, or render Lender or Funding Lender liable for any debts, obligations, acts, omissions, representations or contracts of Borrower.

29. **Entire Agreement; Amendment and Waiver.** This Note contains the complete and entire understanding of the parties with respect to the matters covered. This Note may not be amended, modified or changed, nor shall any waiver of any provision hereof be effective, except by a written instrument signed by the party against whom enforcement of the waiver, amendment, change, or modification is sought, and then only to the extent set forth in that instrument. No specific waiver of any of the terms of this Note shall be considered as a general waiver.

30. **Further Assurances.** Borrower shall at any time and from time to time, promptly execute and deliver all further instruments and documents, and take all further action that may be reasonably necessary or desirable, or that Lender or Funding Lender may reasonably request, in order to protect any right or interest granted by this Note or to enable Lender or Funding Lender to exercise and enforce such entity's rights and remedies under this Note.

31. **Captions.** The captions of the sections of this Note are for convenience only and shall be disregarded in construing this Note.

32. **Servicer.** Borrower hereby acknowledges and agrees that, pursuant to the terms of the Security Instrument: (a) from time to time, Funding Lender may appoint a servicer to collect payments, escrows and deposits, to give and to receive notices under this Note or the other Supplemental Borrower Loan Documents, and to otherwise service the Supplemental Borrower Loan and (b) unless Borrower receives written notice from Lender to the contrary, any action or right which shall or may be taken or exercised by Funding Lender may be taken or exercised by such servicer with the same force and effect.

33. **Waiver of Trial by Jury.** TO THE MAXIMUM EXTENT PERMITTED UNDER APPLICABLE LAW, EACH OF BORROWER AND THE BENEFICIARY PARTIES (A) COVENANTS AND AGREES NOT TO ELECT A TRIAL BY JURY WITH RESPECT TO ANY ISSUE ARISING OUT OF THIS NOTE OR THE RELATIONSHIP BETWEEN THE PARTIES THAT IS TRIABLE OF RIGHT BY A JURY AND (B) WAIVES ANY RIGHT TO TRIAL BY JURY WITH RESPECT TO SUCH ISSUE TO THE EXTENT THAT ANY SUCH RIGHT EXISTS NOW OR IN THE FUTURE. THIS WAIVER OF RIGHT TO TRIAL BY JURY IS SEPARATELY GIVEN BY EACH PARTY KNOWINGLY AND VOLUNTARILY WITH THE BENEFIT OF COMPETENT LEGAL COUNSEL.

34. **Time of the Essence.** Time is of the essence with respect to this Note.

35. **Modifications.** All modifications (if any) to the terms of this Note ("Modifications") are set forth on Schedule C attached to this Note. In the event of a Transfer under the terms of the Security Instrument, some or all of the Modifications to this Note may be modified or rendered void by Funding Lender at its option by notice to Borrower or such transferee.

36. **Attached Schedules.** The following Schedules are attached to this Note and are incorporated by reference herein as if more fully set forth in the text hereof:

Schedule A – Principal and Interest Payments

Schedule B – Reserved

Schedule C – Modifications to Multifamily Note

The terms of this Note are modified and supplemented as set forth in said Schedules. To the extent of any conflict or inconsistency between the terms of said Schedules and the text of this Note, the terms of said Schedules shall be controlling in all respects.

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK]

IN WITNESS WHEREOF, the undersigned has duly executed and delivered this Multifamily Note or caused this Multifamily Note to be duly executed and delivered by its authorized representative as of the date first set forth above. The undersigned intends that this instrument shall be deemed to be signed and delivered as a sealed instrument.

BORROWER:

SDC CORINTH III, LP,
a Texas limited partnership

By: Fiji Mixed Development, LLC,
a Texas limited liability company,
its general partner

By: XXXX, LLC,
a Texas limited liability company,
its sole member

By: Dallas County Housing Finance Corporation 2025, a
Texas public housing finance corporation, its sole
member and manager

By: _____
Name: _____
Title: _____

PAY TO THE ORDER OF:

**WILMINGTON TRUST, NATIONAL ASSOCIATION,
AS FISCAL AGENT AND ASSIGNEE UNDER THAT
CERTAIN
FUNDING LOAN AGREEMENT
DATED AS OF JANUARY 1, 2026, FOR THE BENEFIT OF
STELLAR BANK,**

**WITHOUT RE COURSE, RE PRESENTATION OR
WARRANTY**

**TEXAS DEPARTMENT OF HOUSING AND
COMMUNITY AFFAIRS**

By: _____
Name: James B. "Beau" Eccles
Title: Secretary to the Board

SCHEDULE A

PRINCIPAL AND INTEREST PAYMENTS

Except as provided in Sections 8 and 14 of this Note, interest ("Note Interest") shall accrue on the unpaid principal of this Note from, and including, the Closing Date until paid in full at an annual rate (the "Interest Rate") as follows:

A. **Interest Rate.** Note Interest shall accrue on the unpaid principal of this Note from, and including, the Closing Date, until the Maturity Date, at an annual rate, as follows:

(1) **Fixed Rate.** Interest shall accrue at the annual rate of [three and 65/100 percent (3.65%)]. In the event the Outside Conversion Date is extended to the Extended Outside Conversion Date (as such term is defined in the Construction Funding Agreement), an additional [0.05% will be added to the interest rate set forth hereunder, such that interest will accrue at an annual interest rate of three and 70/100 percent (3.70%)]. An additional 0.05% will be added to the interest rate for any six (6) month extension period granted by Funding Lender, in its sole and absolute discretion, beyond the Extended Outside Conversion Date.

(2) **Maximum Rate.** Notwithstanding any other provision of this Note to the contrary, Note Interest shall not exceed the Maximum Rate, as the Maximum Rate may change in accordance with this Note.

(3) **Interest Accrual.** Note Interest shall be computed on the basis of the actual number of days in the period in respect of which payment is being made, divided by 360.

B. **Monthly Interest Only Payments Until and Including the Maturity Date.** Consecutive monthly installments of interest only shall be payable on each Loan Payment Date until and including the Maturity Date. The entire unpaid principal balance and accrued but unpaid interest, if not sooner paid, shall be due and payable on the Maturity Date.

C. (Reserved)

D. **Loss of Tax Exclusion.** Borrower understands that the interest rates provided under this Note are based on the assumption that interest income paid on the Funding Loan and received by the Funding Lender will be excludable from Funding Lender's gross income under Section 103 of the Internal Revenue Code and applicable state law. In the event that Borrower receives notice from Funding Lender that a Determination of Taxability has occurred, then, notwithstanding any provision to the contrary contained herein, the interest rate on this Note and on all obligations of Borrower under the Supplemental Borrower Loan Documents (other than those to which the Default Rate applies) shall be equal to the greater of: (i) [three and one-half percent (3.50%)] in excess of the then current interest rate or (ii) the Default Rate, provided such rate shall not exceed the Maximum Rate.

Borrower shall, in addition, pay to Lender, promptly upon demand, an amount equal to the difference between the amount of interest payable on this Note from the date on which such loss of tax exemption on the Funding Loan shall be applicable to the date on which the interest rate on this Note was increased and the amount of interest that would have been payable on this Note during such period had this Note borne interest during such period at such higher rate. The Borrower shall also indemnify, defend and hold Lender and Funding Lender harmless from any penalties, interest expense or other costs, including attorneys' fees (including all allocated time and charges of "in-house" and "outside" counsel) and accountants' costs, resulting from any dispute with the Internal Revenue Service concerning the proper tax treatment of the Funding Loan and the interest payable to Funding Lender on the Funding Loan. The obligations of the Borrower under this paragraph shall survive any termination of the Supplemental Borrower Loan Documents, release of the Security Instrument and repayment of the Supplemental Borrower Loan and/or Funding Loan.

SCHEDULE B

(RESERVED)

SCHEDULE C

MODIFICATIONS TO MULTIFAMILY NOTE

The following modifications are made to the text of the Note that precedes this Schedule:

1. The following new clause (4) is hereby added to Section 9(e) of this Note "or (4) any failure by Borrower to comply with the provisions of Sections 62{Covenants to Protect Leasehold Estate}, 63(b) {Ground Lessee's Bankruptcy section}, 64(a) {Ground Lessor's Bankruptcy section} or 65 {Option to Renew or Extend Ground Lease section} of the Security Instrument."

Capitalized terms used and not defined herein shall have the respective meanings ascribed to them in the Note.