

EXHIBIT A

TRUST INDENTURE

by and between

AUSTIN HOUSING FINANCE CORPORATION,
as Issuer

and

ZIONS BANCORPORATION, NATIONAL ASSOCIATION,
as Trustee

Dated as of September 1, 2025

Relating to

[\$14,800,000]

Austin Housing Finance Corporation Multifamily Housing Revenue Bonds
(Sycamores at Pleasant Valley), Series 2025

TABLE OF CONTENTS

	PAGE
ARTICLE 1	DEFINITIONS, EXHIBITS AND GENERAL PROVISIONS4
Section 1.1.	Definitions.....4
Section 1.2.	Rules of Interpretation14
ARTICLE 2	REPRESENTATIONS AND COVENANTS OF THE ISSUER.....16
Section 2.1.	Representations by the Issuer.....16
Section 2.2.	Covenants of the Issuer18
ARTICLE 3	THE BONDS18
Section 3.1.	Authorized Amount and Form of Bond18
Section 3.2.	Issuance of Bonds19
Section 3.3.	Execution21
Section 3.4.	Registration and Authentication21
Section 3.5.	Conditions Precedent to the Delivery of Bond21
Section 3.6.	Additional Bonds22
Section 3.7.	Mutilated, Lost or Destroyed Bond22
Section 3.8.	Ownership of Bonds23
Section 3.9.	Registration, Transfer, and Exchange of Registered Bond.....23
Section 3.10.	Nonpresentment of Bonds.....24
Section 3.11.	Disposition of Bond24
Section 3.12.	Restrictions on Transfer25
ARTICLE 4.	REDEMPTION OF BOND BEFORE MATURITY.....26
Section 4.1.	Redemption26
Section 4.2.	Notice of Redemption28
Section 4.3.	Cancellation29
Section 4.4.	Method of Redemption29
ARTICLE 5	GENERAL COVENANTS.....30
Section 5.1.	Payment of Principal, Premium, and Interest30
Section 5.2.	Performance of Covenants.....30
Section 5.3.	Instruments of Further Assurance30
Section 5.4.	Recording and Filing.....31
Section 5.5.	Books and Records31
Section 5.6.	Access to Bond Register31
Section 5.7.	Rights Under Financing Agreement and the Bond Purchase and Funding Agreement31
Section 5.8.	Rights Under Bond Loan Mortgage.....32
Section 5.9.	Tax Covenants Relating to the Bonds.....32

Section 5.10.	Change in Law	33
Section 5.11.	Indemnification	33
Section 5.12.	Program Investment	33
ARTICLE 6	FUNDS AND ACCOUNTS.....	34
Section 6.1.	Trust Funds Pledged and Assigned to the Trustee.....	34
Section 6.2.	Development Fund; Disbursement of Development Funds.....	34
Section 6.3.	Revenue Fund	35
Section 6.4.	Bond Fund.....	37
Section 6.5.	Deposit of Funds with Paying Agent	37
Section 6.6.	Rebate Fund; Rebate Amount	38
Section 6.7.	Mortgage Recovery Fund	39
Section 6.8.	Reserved.....	41
Section 6.9.	Costs of Issuance Fund	41
Section 6.10.	Interest Earned on Funds	41
Section 6.11.	Final Balances	42
ARTICLE 7	INVESTMENTS	42
Section 7.1.	Investments by the Trustee	42
Section 7.2.	Computation of Balances in Funds	43
Section 7.3.	Downgrade of Investments	43
ARTICLE 8	DISCHARGE OF LIEN	43
Section 8.1.	Payment of Bond; Satisfaction, Defeasance, and Discharge of Bond, and Obligation to Holders	43
Section 8.2.	Cancellation of Surrendered Bond.....	45
Section 8.3.	Payment of Bond.....	46
Section 8.4.	Application of Deposited Money.....	46
Section 8.5.	Survival of Certain Provisions	46
ARTICLE 9	DEFAULT PROVISIONS AND REMEDIES.....	46
Section 9.1.	Events of Default	46
Section 9.2.	Acceleration	47
Section 9.3.	Remedies	47
Section 9.4.	Direction of Proceedings by Bond Owner	47
Section 9.5.	Waiver of Stay or Extension Laws	48
Section 9.6.	Priority of Payment and Application of Moneys	48
Section 9.7.	Remedies Vested in the Trustee.....	50
Section 9.8.	Rights and Remedies of Holders.....	50
Section 9.9.	Termination of Proceedings	51
Section 9.10.	Waiver of an Event of Default	51
ARTICLE 10	THE TRUSTEE.....	51

Section 10.1.	Acceptance of the Trustee.....	51
Section 10.2.	The Trustee’s Fees, Charges, and Expenses	56
Section 10.3.	Notice to Holders of Default.....	57
Section 10.4.	Intervention by the Trustee	57
Section 10.5.	Successor Trustee.....	57
Section 10.6.	Resignation by the Trustee.....	57
Section 10.7.	Removal of the Trustee	58
Section 10.8.	Appointment of Successor Trustee	58
Section 10.9.	Acceptance by Successor Trustees	58
Section 10.10.	Right of the Trustee To Pay Taxes and Other Charges	59
Section 10.11.	The Trustee Protected in Relying Upon Resolutions.....	59
Section 10.12.	Successor Trustee as Custodian of Funds and Paying Agent	59
Section 10.13.	Co-Trustee.....	59
Section 10.14.	Obligations as to Reporting	61
Section 10.15.	Appointment of Bond Registrar and Paying Agent	61
Section 10.16.	Successor Paying Agent or Bond Registrar	61
Section 10.17.	Confirmation of the Trustee.....	62
Section 10.18.	Certain Representations of the Trustee	62
ARTICLE 11	SUPPLEMENTAL INDENTURES	62
Section 11.1.	Supplemental Indentures Not Requiring Consent of Holders.....	62
Section 11.2.	Supplemental Indentures Requiring Consent of Holders.....	63
Section 11.3.	Opinion of Bond Counsel	64
Section 11.4.	Rights of the Trustee and Issuer.....	64
ARTICLE 12	AMENDMENTS TO BOND LOAN DOCUMENTS	64
Section 12.1.	Amendments Not Requiring Holder Consent	64
Section 12.2.	Amendments Requiring Holder Consent	65
Section 12.3.	Opinion of Bond Counsel	65
Section 12.4.	Rights of the Trustee and Issuer.....	65
ARTICLE 13	MISCELLANEOUS PROVISIONS	66
Section 13.1.	Consent of Holders	66
Section 13.2.	Rights Under Indenture.....	66
Section 13.3.	Severability	66
Section 13.4.	Execution in Counterparts; Electronic Signatures	66
Section 13.5.	Electronic Transactions.....	67
Section 13.6.	Notices	67
Section 13.7.	Required Approvals	69
Section 13.8.	Counterparts.....	69
Section 13.9.	Limitation of Liability of Issuer and Its Officers, Employees, and Agents	69
Section 13.10.	Subordination to Extended Use Agreement.....	71
Section 13.11.	Governing Law	71

Section 13.12.	Complete Agreement	71
Section 13.13.	USA Patriot Act	72

EXHIBIT A	—	Form of Requisition Certificate
EXHIBIT B	—	Form of Bond
EXHIBIT C	—	Investor's Letter
EXHIBIT D	—	Sinking Fund Redemption Amounts

TRUST INDENTURE

This TRUST INDENTURE (as the same may be amended, modified or supplemented from time to time, this “*Indenture*”) dated as of September 1, 2025, is entered into by and between AUSTIN HOUSING FINANCE CORPORATION, a public, nonprofit housing finance corporation organized and existing under the laws of the State of Texas (together with its successors and assigns, the “*Issuer*”), and ZIONS BANCORPORATION, NATIONAL ASSOCIATION, a national banking association incorporated under the laws of the United States and authorized to accept and execute trusts having a principal place of business in Houston, Texas and possessing corporate trust powers, herein appearing by and through its undersigned duly authorized trust officer as trustee (together with any successor trustee hereunder and their respective successors and assigns, the “*Trustee*”):

WITNESSETH:

WHEREAS, the Issuer has been duly created and organized pursuant to and in accordance with the provisions of Texas Housing Finance Corporations Act, Texas Local Government Code, Chapter 394, as amended (the “*Act*”); and

WHEREAS, pursuant to the Act, and for the purpose of providing a means of financing the costs of residential ownership and development that will provide decent, safe and sanitary housing for persons of low and moderate income at prices or rentals they can afford, the Issuer is authorized to enter into lease agreements, loan agreements and other financing agreements and to issue its bonds and to use the proceeds thereof to provide for the financing of the design, acquisition, equipping, furnishing, installing, improving and other developing of any real or personal property, or any combination thereof, including such design, acquisition, equipping, furnishing, installing improving and otherwise developing of multifamily housing residential rental facilities all for authorized purposes as described in the Act, the Issuer has been duly created and is authorized to carry out the public purpose described in the Act; and

WHEREAS, the Issuer deems it desirable and in keeping with its purposes to issue its \$[14,800,000] Multifamily Housing Revenue Bonds (Sycamores at Pleasant Valley), Series 2025 (the “*Bonds*”) for the purposes of funding a loan in the aggregate principal amount not to exceed \$[14,800,000] (the “*Bond Loan*”) to 5900 Pleasant Valley, LP, a limited partnership organized and existing under the laws of the State of Texas (together with its permitted successor and assigns, the “*Borrower*”), the proceeds of which will be used to finance a portion of the acquisition, rehabilitation and equipping of a 75-unit multifamily residential facility (as defined in the Financing Agreement and referred to herein as the “*Improvements*”) located at 5901 South Pleasant Valley, Austin, Texas 78744 (as defined in the Financing Agreement and referred to herein as the “*Land*”; collectively with the Improvements, the “*Development*”); and

WHEREAS, the Issuer has agreed to issue the Bonds and to make the Bond Loan in accordance with the Financing Agreement dated as of September 1, 2025 (the “*Financing Agreement*”), between the Issuer, and Borrower and joined in and acknowledged by Zions Bancorporation, N.A. dba Amegy Bank as Bond Owner (as defined herein), and the Borrower has

agreed to (x) apply the proceeds of the Bond Loan to pay a portion of the costs of acquisition, rehabilitation and/or equipping of the Development, (y) make payments sufficient to pay the principal of and interest on and purchase price of the Bonds when due (whether at maturity, by redemption, acceleration or otherwise), and (z) observe the other covenants and agreements and make the other payments set forth therein; and

WHEREAS, the Borrower has delivered to the Issuer its Promissory Note dated the date of issuance of the Bonds in the principal amount not to exceed \$[14,800,000] (as the same may be amended, supplemented or modified from time to time, the "*Bond Loan Note*") evidencing the Borrower's obligation to repay the Bond Loan and the Issuer has made the Bond Loan to the Borrower, subject to the terms and conditions of this Indenture; and

WHEREAS, pursuant to the terms and provisions of a Bond Purchase and Funding Agreement dated September 1, 2025 (the "*Bond Purchase and Funding Agreement*"), among the Issuer, the Borrower, and the Bond Owner, the Issuer has agreed to sell and the Bond Owner has agreed to purchase the Bonds, and the Bond Owner has agreed to administer the Bond Loan for and on behalf of the Trustee; and

WHEREAS, the execution and delivery of this Indenture and the issuance of the Bonds have been in all respects duly and validly authorized by the Issuer.

NOW, THEREFORE, in consideration of the premises and the mutual promises, representations and agreements herein contained, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, and intending to be legally bound, the parties hereto agree as follows:

GRANTING CLAUSES

The Issuer, in consideration of the premises and the acceptance by the Trustee of the trusts hereby created and of the purchase and acceptance of the Bonds by the Holders thereof, and of other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, and in order to secure the payment of the principal of and interest and premium, if any, on the Bonds according to their tenor and effect and the performance and observance by the Issuer of all the covenants, agreements, and conditions expressed or implied herein and in the Bonds, does hereby assign, transfer in trust, and pledge to the Trustee and its successors and assigns in trust forever, and does hereby grant a security interest unto the Trustee and its successors in trust, and to them and their assigns forever, the following (excepting, however, the Unassigned Issuer's Rights) (collectively referred to as the "*Trust Estate*");

GRANTING CLAUSE FIRST

All right, title, interest, and privileges of the Issuer in, to, and under (but not its obligations under) the Financing Agreement and the Bond Loan Note, including, but not limited to, all sums which the Issuer is entitled to receive from the Borrower pursuant to the Bond Purchase and Funding Agreement, the Financing Agreement (but excluding the Unassigned Issuer's Rights), the

Funds (excluding funds held in the Rebate Fund), and all other sums (except rebatable arbitrage, whether or not deposited in the Rebate Fund and Issuer Fees) that are required to be deposited in the Funds in accordance with Article 6 hereof;

GRANTING CLAUSE SECOND

All of the Issuer's right, title, and interest in all property mortgaged, pledged, and assigned under the Bond Loan Mortgage and the Bond Loan Documents to secure the Bond Loan (not including the Unassigned Issuer's Rights) or the Bonds and any and all other property of every name and nature that may from time to time hereafter by delivery or by writing of any kind be subjected to the lien hereof by the Issuer or by anyone on its behalf or with its written consent, and the Trustee is hereby authorized to receive any and all such property at any and all times and to hold and apply the same as additional security hereunder subject to the terms hereof; and

GRANTING CLAUSE THIRD

The earnings derived from the investment of any of the foregoing sums (except amounts on deposit in the Rebate Fund and Issuer Fees) as provided herein.

TO HAVE AND TO HOLD all the Trust Estate, together with all rights and privileges hereby transferred, pledged, assigned or granted or agreed or intended so to be, to the Trustee and its successors and assigns in trust and to them and their assigns forever and in connection therewith, Issuer hereby constitutes and appoints the Trustee as the Issuer's true and lawful attorney with respect to the Trust Estate, irrevocable in law or in equity, in the Issuer's name, place and stead, but at Trustee's cost and expense, to have, use and take all lawful ways and means for the recovery of all of the said money and interest; and in case of payment, to discharge the same as fully as the Issuer might or could if the assignment of the Trust Estate to Trustee were not made;

IN TRUST NEVERTHELESS, upon the terms and trusts herein set forth, first for the equal and proportionate benefit, security, and protection of all Holders from time to time of the Bonds issued under and secured by this Indenture, without privilege, priority, or distinction as to the lien or otherwise of any of the Bonds over any of the others except as otherwise provided herein, all as herein provided, and for the uses and purposes and upon the terms, agreements, and conditions set forth herein;

PROVIDED, HOWEVER, that if the Issuer, its successors or assigns, shall pay, or cause to be paid, or provide fully for payment as herein provided of the principal of the Bonds and the interest due or to become due thereon (together with premium, if any), at the time and in the manner set forth in the Bonds according to the true intent and meaning thereof, and shall make the payments into the Bond Fund as required under Article 6 hereof or shall provide, as provided hereby in Article 8, for the payment thereof, and shall well and truly keep, perform and observe all the covenants and conditions pursuant to the terms of this Indenture to be kept, performed and observed by it, and shall pay to the Trustee all sums of money due or to become due to it in accordance with the terms and provisions hereof and of the Bond Loan Documents, then this Indenture and the rights hereby granted shall cease, terminate, and become void, and thereupon

the Trustee, on payment of its lawful charges and disbursements then unpaid, on demand of the Issuer and upon the payment by the Issuer of the cost and expenses thereof, shall duly execute, acknowledge and deliver to the Issuer such instruments of satisfaction or release as may be necessary or proper to discharge this Indenture of record, and if necessary shall grant, reassign and deliver to the Issuer, all and singular the property, rights, privileges and interests by it hereby granted, conveyed and assigned, and all substitutes therefor, or any part thereof, not previously disposed of or released as herein provided; otherwise this Indenture shall be and remain in full force.

THIS INDENTURE is hereby expressly declared, covenanted and agreed by and between the parties hereto, that the Bonds issued and secured hereunder are to be issued, authenticated, and delivered and that all the Trust Estate is to be held and applied under, upon and subject to the terms, conditions, stipulations, covenants, agreements, trusts, uses, and purposes as hereinafter expressed, and the Issuer has agreed and covenanted, and does hereby agree and covenant, with the Trustee for the benefit of the Bond Owner from time to time of the Bonds to the extent of its rights, as follows:

ARTICLE 1

DEFINITIONS, EXHIBITS AND GENERAL PROVISIONS

Section 1.1. Definitions. Capitalized terms not otherwise defined herein shall have the meaning specified in the herein defined Financing Agreement (whether or not specific reference is given to the Financing Agreement) and in the Bond Purchase and Funding Agreement (whether or not specific reference is given to the Bond Purchase and Funding Agreement). The following capitalized terms, as used in this Indenture, shall have the meanings, specified below unless the context shall otherwise require:

“*Accounts*” means, collectively, the accounts of the Bond Fund created by Section 6.4 hereof.

“*Act*” has the meaning provided in the Recitals.

“*Additional Charges*” means the payments required in connection with Section 4.3 of the Financing Agreement.

“*Administrative Limited Partner*” means 5900 SPV ALP, LLC, a Texas limited liability company, in its capacity as administrative special limited partner of the Borrower, and any approved permitted successor of the Borrower.

“*Amortization Period Commencement Date*” has the meaning assigned to that term in the Bond Purchase and Funding Agreement.

“*Authorized Denomination*” means \$100,000 or any amount (including cents) in excess thereof.

“Authorized Officer” means the President, First Vice President, Second Vice President, Secretary or Assistant Secretary of the Issuer, and any other officer or employee of the Issuer designated to perform a specified act, to sign a specified document or to act generally, on behalf of the Issuer.

“Bankruptcy Code” means the United States Bankruptcy Reform Act of 1978, as amended, or any similar or succeeding federal bankruptcy law.

“Basic Payments” has the meaning assigned to that term in the Financing Agreement.

“Bond Closing Date” has the meaning given to that term in the Bond Purchase and Funding Agreement.

“Bond Counsel” means McCall Parkhurst & Horton LLP, or any other firm of nationally recognized bond counsel experienced in tax exempt private activity bond financing selected by the Issuer.

“Bond Documents” has the meaning assigned to that term in the Bond Purchase and Funding Agreement.

“Bond Fund” means the Fund created by Section 6.4 hereof.

“Bond Loan” has the meaning provided in the Recitals.

“Bond Loan Documents” has the meaning assigned to that term in the Bond Purchase and Funding Agreement.

“Bond Loan Mortgage” has the meaning assigned to that term in the Bond Purchase and Funding Agreement.

“Bond Loan Note” means the Bond Loan Note defined in the Recitals which will be in the original principal amount of \$[14,800,000.00], dated as of the Bond Closing Date, and made by the Borrower to the order of the Issuer and assigned by the Issuer to the Trustee.

“Bond Owner” means any Holder of the Bonds, but shall, in any event, include Zions Bancorporation, N.A., dba Amegy Bank, and any successor or other Holder of the Bonds.

“Bond Registrar” means the Trustee, and any successor thereto appointed, qualified, and then acting as such under the provisions of this Indenture, and their respective successors and assigns.

“Bond Regulatory Agreement” means that certain Regulatory Agreement and Declaration of Restrictive Covenants dated the same date as this Indenture, by and among Borrower, Issuer and Trustee, as amended or supplemented from time to time.

“*Bond Year*” has the meaning assigned to such term in the Tax Exemption Agreement.

“*Bonds*” has the meaning provided in the Recital

“*Borrower*” has the meaning provided in the Recitals.

“*Business Day*” shall have the meaning given to that term in the Financing Agreement but for purposes hereof shall include any day other than a Saturday, Sunday, legal holiday, or a day on which banking institutions in the city where the designated corporate trust office of the Trustee and the Bond Registrar are located are authorized by law or executive order to close.

“*Closing Memorandum*” means the Bond Closing Memorandum executed by the Borrower dated the Bond Closing Date in connection with the issuance of the Bonds.

“*Code*” or “*Internal Revenue Code*” has the meaning assigned to the term “Code” in the Tax Exemption Agreement.

“*Comptroller*” means the Comptroller of Public Accounts of the State.

“*Computation Date*” has the meaning set forth in Section 1.148-1(b) of the Regulations and as defined in the Regulatory Agreement.

“*Condemnation*” or the phrase “*eminent domain*” as used herein shall include the taking or requisition by Governmental Authority or by a person, firm, or corporation acting under governmental authority and a conveyance made under threat of such taking or requisition, and “*Condemnation Award*” shall mean payment for property condemned or conveyed under threat of Condemnation.

“*Conditions to Conversion*” has the meaning assigned to the term in the Bond Purchase and Funding Agreement.

“*Costs of Issuance*” has the meaning given to such term in the Tax Exemption Agreement.

“*Costs of Issuance Deposit*” means [the deposit set forth in the Closing Memorandum].

“*Costs of Issuance Fund*” means the fund created by Section 6.9 hereof.

“*Default*” means any event or occurrence which with notice, lapse of time, or expiration of any applicable cure period, would be an Event of Default.

“*Default Rate*” has the meaning assigned to that term in the Bond Purchase and Funding Agreement.

“*Defeasance Collateral*” shall have the meaning set forth in Section 8.1 hereof.

“Development” has the meaning set forth in the Recitals.

“Development Certificate” means the Development Certificate dated the Bond Closing Date, executed by the Borrower in connection with the Bonds.

“Development Fund” means the fund created under Section 6.2 hereof.

“Electronic Means” means the manner that an Electronic System (as that term is defined in the Bond Purchase and Funding Agreement) is used.

“Electronic Signature” means any symbol, or process attached to or associated with, a contract or other record and adopted by a Person with the intent to sign, authenticate or accept such contract or record.

“Event of Default” means any of those events defined as Events of Default by Section 9.1 of this Indenture.

“Event of Taxability” means a final judgment or order of a court of original jurisdiction, a final order of any other court of competent jurisdiction, or a final ruling or decision of the Internal Revenue Service, in any such case to the effect that the interest on the Bonds (other than interest on the Bonds for a period during which such Bond is held by a “substantial user” of any facility financed with the proceeds of the Bonds or a “related person,” as such terms are used in section 147(a) of the Code and except as a result of any minimum tax, preference tax, or other similar tax) is not excludible from the gross income for federal income purposes of the holder thereof. With respect to the foregoing, a judgment or order of a court or a ruling or decision of the Internal Revenue Service shall be considered final only if no appeal or action for judicial review has been filed and the time for filing such appeal or action has expired (and in any event, all legal rights for appeals or for further judicial or administrative review have been exhausted).

“Extended Use Agreement” has the meaning give to such term in Section 13.10 hereof.

“Favorable Opinion of Bond Counsel” means, with respect to any action, or omission of an action, the taking or omission of which requires such an opinion, an unqualified written opinion of Bond Counsel to the effect that such action or omission does not adversely affect the excludability from gross income for federal income tax purposes of interest payable on the Bonds under existing law (subject to the inclusion of any exceptions contained in the opinion of Bond Counsel delivered upon the original issuance of the Bonds or other customary exceptions acceptable to the recipient thereof).

“Financing Agreement” has the meaning assigned to that term in the Recitals.

“Funds” means, collectively, the Bond Fund, the Development Fund, the Rebate Fund, the Revenue Fund, the Mortgage Recovery Fund, and the Costs of Issuance Fund.

“*Governmental Authority*” shall have the meaning assigned to that term in the Bond Purchase and Funding Agreement.

“*Hazardous Substances*” has the meaning assigned to that term in the Environmental Indemnity Agreement under and as defined in the Bond Purchase and Funding Agreement.

“*Holder*” means the person in whose name a Bond is registered in the Bond Register.

“*Indenture*” means this Trust Indenture, as the same may from time to time be amended, modified or supplemented as herein provided.

“*Independent Accountant*” means a certified public accountant or firm of certified public accountants registered and qualified to practice as such under the laws of the State, and not employed by the Issuer or the Borrower, except to perform independent audits of the books and records of either or both of them or other similar periodic reviews and to perform other independent services.

“*Independent Counsel*” means any attorney acceptable to the Trustee, duly admitted to practice law before the highest court of any state or of the District of Columbia, who may be counsel to the Issuer but who may not be an officer or an employee of the Issuer.

“*Initial Bond*” means the Initial Bond registered by the Comptroller and subsequently canceled and replaced by definitive Bonds pursuant to this Indenture in the form of *Exhibit B* hereto.

“*Investor Limited Partner*” shall have the meaning assigned to that term in the Bond Purchase and Funding Agreement.

“*Investor’s Letter*” means a letter in the form of *Exhibit C* hereto and executed by the initial Holder and any subsequent transferees of the Bonds pursuant to Section 3.12 hereof.

“*Issuer*” has the meaning assigned to that term in the introductory paragraph of this Agreement.

“*Issuer Administration Fee*” means the fee payable annually in arrears to the Issuer on each September 1, in the amount equal to the greatest of (i) .03% per annum of the aggregate outstanding principal amount of the Bonds on September 1 or (ii) \$12 per Development rental unit or (iii) \$1,200. On the Bond Closing Date, the Borrower will pay the Issuer Administration Fee for calendar years 2025 and 2026. The Trustee will remit to the Issuer, payable solely from funds provided by the Borrower, all payments of the Issuer Administration Fee due on or after September 1, 202[7]. If the Issuer Administration Fee is not paid in full by August 31 of the calendar year after which payment is owed, the outstanding fee balance shall be increased at a rate equal to the Secured Overnight Financing Rate for August 31 of the applicable year plus an additional 5.0%. If a fee remains unpaid for a period of two years or more, the outstanding fee balance will be considered to be the original outstanding amount plus any unpaid interest accrued.

“Issuer Closing Fee” means the Issuer’s issuance fee in the amount of [.50]% of the original aggregate principal amount of the Bonds, payable by the Trustee to the Issuer on the Bond Closing Date from amounts in the Costs of Issuance Fund, or otherwise by the Borrower.

“Issuer Fees” means, collectively, the Issuer Administration Fee and the Issuer Closing Fee.

“Land” has the meaning assigned to that term in the Bond Purchase and Funding Agreement.

“Lease Stabilization” has the meaning assigned to that term in the Bond Purchase and Funding Agreement.

“Maturity Date” means [September] 1, 20[46].

“Maximum Lawful Rate” shall mean the Maximum Rate under and as defined in the Bond Purchase and Funding Agreement, but in no event shall the Maximum Lawful Rate exceed the maximum interest rate that may be paid on the Bonds pursuant to Chapter 1204 of the Texas Government Code.

“Mortgaged Property” means the properties, real, personal, or mixed, described in the granting clauses of the Bond Loan Mortgage (and defined in the Bond Loan Mortgage as such), as they may at any time exist.

“Mortgage Recovery Fund” means the Fund created by Section 6.7 hereof.

“Net Foreclosure Proceeds” means the net proceeds from a foreclosure conducted under the terms of the Bond Loan Mortgage after payment of all related costs, expenses, and debts.

“Operations Office” with respect to the Trustee means the designated office of the Trustee or any affiliate of the Trustee for the payment of interest and principal on the Bonds.

“Ordinary Fees and Expenses” means the fees and expenses charged or incurred by the Trustee in the fulfillment of its obligations hereunder, including its obligations as Paying Agent and Bond Registrar, which are reimbursable to the Trustee from the Trust Estate in an aggregate annual amount equal to \$10,000.00 per year to be paid in advance, beginning on the Bond Closing Date (together with an acceptance fee of \$3,500.00 payable upon execution of this Indenture), plus its indirect out-of-pocket expenses (including attorneys’ fees and expenses), or as otherwise set forth on that certain fee schedule provided by Trustee to Issuer and the Borrower.

“*Outstanding Bonds*” or “*Bonds Outstanding*” means, as of the date of determination, all Bonds theretofore issued and delivered under this Indenture except:

(a) A Bond theretofore canceled by the Bond Registrar, the Trustee, or the Paying Agent or delivered to the Bond Registrar, the Trustee, or the Paying Agent for cancellation;

(b) A Bond for which payment or redemption moneys or securities (as provided in Section 3.10 hereof or Article 8 hereof) shall have been theretofore deposited with the Trustee or the Paying Agent in trust for the Holders of such Bond; *provided, however*, that if such Bond is to be redeemed, notice of such redemption shall have been duly given pursuant to this Indenture or irrevocable written direction shall have been given by the Issuer to the Trustee to call such Bond for redemption at a stated redemption date; and

(c) A Bond in exchange for or in lieu of which other Bond shall have been issued and delivered pursuant to Section 3.7 hereof or other provisions of this Indenture; *provided, however*, that in determining whether the Holders of the requisite principal amount of Outstanding Bond have given any request, demand, authorization, direction, notice, consent, or waiver hereunder, Bond owned by the Borrower shall be disregarded and deemed not to be Outstanding Bond (unless the Borrower owns all the Bonds otherwise outstanding, in which case they shall be deemed Outstanding), except that in determining whether the Trustee shall be protected in relying upon any such request, demand, authorization, direction, notice, consent, or waiver, only Bond which the Trustee actually knows to be so owned shall be disregarded.

“*Paying Agent*” means the Trustee or any other entity designated pursuant to this Indenture as the agent of the Issuer and the Trustee to receive and disburse the principal of and premium, if any, and interest on the Bonds.

“*Payment Date*” has the meaning assigned to that term in the Bond Purchase and Funding Agreement, *provided* that on and after the Amortization Period Commencement Date, the Payment Date for mandatory sinking fund redemption payments may be on a different date as shall be set forth in *Exhibit D*, as may be revised and/or replaced.

“*Permitted Investments*” means, to the extent not prohibited by State law, the following:

(a) certificates or interest-bearing notes or obligations of the United States, or those for which the full faith and credit of the United States are pledged for the payment of principal and interest;

(b) investments in any of the following obligations, provided such obligations are backed by the full faith and credit of the United States: (a) direct obligations or fully guaranteed certificates of beneficial interest of the Export-Import Bank of the United States, (b) debentures of the Federal Housing Administration, (c) mortgage-backed securities of the Government National Mortgage Association, (d) certificates of beneficial

interest of the Farmers Home Administration, (e) obligations of the Federal Home Loan Bank, (f) development notes and local authority Bond of the United States Department of Housing and Urban Development, or (g) obligations of the Private Export Funding Corp.;

(c) investments in (a) senior obligations of the Federal Home Loan Bank System, (b) participation certificates or senior debt obligations of the Federal Home Loan Mortgage Corporation, (c) mortgage-backed securities and senior debt obligations (excluding stripped mortgage securities that are valued greater than par on the portion of the unpaid principal) of the Federal National Mortgage Association or (d) senior debt obligations of the Student Loan Marketing Association;

(d) repurchase agreements with primary dealers and/or banks rated “A” or better at the time of acquisition thereof by either of the Rating Agencies collateralized with the obligations described in (a) or (b) above held by a third-party custodian;

(e) money market mutual funds (including such funds of or managed by the Trustee or an affiliate of the Trustee) registered with the Securities Exchange Commission conforming to Rule a-7 of the Investment Company Act of 1940 that invest in direct obligations issued by the U.S. Treasury and repurchase agreements backed by those obligations, and rated in the highest category by either of the Rating Agencies;

(f) certificates of deposit of any bank (including the Trustee or an affiliate thereof), trust company or savings and loan association whose short-term obligations are rated “A-1” or better at the time of acquisition thereof by either of the Rating Agencies provided that such certificates of deposit are fully secured by the obligations described in (a) or (b) above, the Trustee has a perfected first security interest in the obligations securing the certificates and the Trustee holds (or shall have the option to appoint a bank, trust company or savings and loan association as its agent to hold) the obligations securing the certificates;

(g) certificates of deposit of any bank (including the Trustee or an affiliate thereof), trust company or savings and loan association which certificates are fully insured by the Federal Deposit Insurance Corporation (“FDIC”);

(h) commercial paper rated “A 1+” or better at the time of acquisition thereof by either of the Rating Agencies;

(i) obligations of, or obligations fully guaranteed by, any state of the United States of America or any political subdivision thereof which obligations are rated by either of the Rating Agencies in the highest rating categories (without regard to any refinement or gradation of rating category by numerical modifier or otherwise and without regard to credit enhancement) assigned by such rating agency to obligations of that nature;

(j) investments in the IntraFi Cash Service savings program offered by the Trustee through the Intrafi network whereby the investments are spread among

participating lending and financial institutions as needed to ensure the investments are within FDIC limits, and all of which investments are fully insured by the FDIC;

(k) demand deposits of any bank insured by FDIC;

(l) any other investment which is approved in writing by the Bond Owner and the Issuer; and

(m) demand deposits of any bank insured by FDIC whereas the bank uses an option to invest those funds in the IntraFi Cash Service savings program through the IntraFi network whereby the investments are spread among participating lending and financial institutions as needed to ensure the investments are within FDIC limits, and all of which investments are fully insured by the FDIC.

The Trustee shall not have a duty or any obligation to determine whether a Permitted Investment is prohibited by State law.

“Principal Office” with respect to the Trustee means the office identified in Section 13.6 hereof.

“Qualified Development Costs” has the meaning given to such term in the Tax Exemption Agreement.

“Rating Agency” means S&P Global Ratings or Moody’s Ratings.

“Rebate Analyst” means a certified public accountant or financial analyst, or any firm of the foregoing, or financial institution experienced in making the arbitrage and rebate calculations required pursuant to Section 148 of the Code, selected and retained by the Borrower at the expense of the Borrower, with the prior written consent of the Issuer, to make the rebate computations required under this Indenture and the Financing Agreement. The initial Rebate Analyst shall be

“Rebate Analyst Fee” means the fee payable by the Borrower annually in arrears to the Rebate Analyst on each January 1 in the amount of \$1,800, commencing, on January 1, 2027, so long as the Bonds are Outstanding.

“Rebate Fund” means the fund so designated in Section 6.6 hereof into which the Trustee is to deposit rebatable arbitrage paid by the Borrower.

“Record Date” means with respect to any Payment Date, (a) the close of business on the 15th day of the month (whether or not a Business Day) prior to such Payment Date or (b) if there is a default in payment of interest and principal due on such Payment Date, a Special Record Date that is ten (10) days prior (whether or not a Business Day) to the date for the payment of such defaulted interest established by the Trustee by notice mailed by the Trustee; such notice shall be

mailed not less than fifteen (15) days preceding the applicable special payment date, to the Holders as set forth in the Bond Register at the close of business on the Special Record Date.

“Record Date Holders” has the meaning provided in Section 3.2(7) of this Indenture.

“Recovery Proceeds” means the proceeds of any insurance recovery or Condemnation Award less amounts reimbursed to the Borrower, the Trustee, and the Issuer for expenses incurred in connection therewith.

“Regulations” means any proposed, temporary, or final Income Tax Regulations issued pursuant to sections 103 and 141 through 150 of the Code. Any reference to any specific Regulation shall also mean, as appropriate, any proposed, temporary or final Income Tax Regulation designed to supplement, amended or replace the specific Regulation referenced.

“Representative” means, with respect to the Issuer, an Authorized Officer, and with respect to the Administrative Limited Partner, any officer or manager of the Administrative Limited Partner, or any other person at any time designated to act on behalf of the Issuer or the Borrower, as the case may be, as evidenced by a written certificate furnished to such other party and the Trustee containing the specimen signature of such person and signed for the Issuer by any officer or for the Borrower by any officer of the Administrative Limited Partner. The Trustee may conclusively presume that a person designated in a written certificate filed with it as a Representative is a Representative until such time as the Issuer or the Borrower, as the case may be, files with it a written certificate satisfying the above requirements, identifying a different person or persons to act in such capacity.

“Resolution” means the resolution adopted by the board of the Issuer on September 11, 2025.

“Responsible Officer” means any person duly authorized and designated by the Trustee, the Bond Registrar, or the Paying Agent to act on its behalf in carrying out the applicable duties and powers of such entity as set forth in this Indenture; any action required by the Trustee, the Bond Registrar, or the Paying Agent under this Indenture may be taken by a Responsible Officer.

“Revenue Fund” means the Fund designated in Section 6.3 hereof.

“Securities Act” has the meaning provided in Section 3.12 hereof.

“Sponsoring Political Subdivision” means the City of Austin, Texas.

“State” means the State of Texas.

“Tax Credits” means the federal low-income housing tax credits allocated to the Development pursuant to section 42 of the Code (and which are referred to as the *“Low-Income Housing Tax Credit”* in the Bond Purchase and Funding Agreement).

“*Tax Exemption Agreement*” means that certain Federal Tax Certificate executed by the Issuer and Borrower, as in effect on the Closing Date and as it may thereafter be amended or supplemented or restated in accordance with its terms.

“*Title Company*” means Chicago Title.

“*Title Insurance Policy*” has the meaning assigned to that term in the Bond Purchase and Funding Agreement.

“*Treasury Regulations*” shall have the meaning assigned to the term “Regulations” in the Tax Exemption Agreement.

“*Trustee*” has the meaning assigned to that term in the introductory paragraph of this Indenture.

“*Trust Estate*” means the Trust Estate as described and set forth in the Granting Clauses hereof.

“*Unassigned Issuer’s Rights*” means (a) all of the Issuer’s right, title and interest in reimbursement and indemnification pursuant to the Bond Documents and all enforcement remedies with respect to the foregoing, all of which shall survive any transfer or payment of the Bonds in full or in part and, if so indicated in the Financing Agreement or this Indenture, which shall also survive the termination of the Financing Agreement and this Indenture, (b) all the rights to receive the Issuer’s Fee, (c) the right to receive Notices and to make any determination and to grant any approval or consent to anything in this Indenture, the Financing Agreement, the Tax Exemption Agreement, the Bond Regulatory Agreement, the Note and the Bonds requiring the determination, consent or approval of the Issuer, (d) all rights of the Issuer to enforce the representations, warranties, covenants and agreements of the Borrower set forth in the Tax Exemption Agreement and in the Bond Regulatory Agreement, (e) any and all rights, remedies and limitations of liability of the Issuer set forth in the Bond Documents regarding (1) the negotiability, registration and transfer of the Bonds, (2) the loss or destruction of the Bonds, (3) the limited liability of the Issuer as provided in the Act and in this Indenture and the Bond Documents, (4) no liability of the Issuer to third parties, and (5) no warranties of suitability or merchantability by the Issuer, (f) all rights of the Issuer in connection with any amendment to or modification of this Indenture, the Financing Agreement, the Tax Exemption Agreement the Bond Regulatory Agreement, the Note and the Bonds and (g) any and all limitations of the Issuer’s liability and the Issuer’s disclaimers of warranties set forth in this Indenture, the Bond Regulatory Agreement, the Tax Exemption Agreement or the Financing Agreement, and the Issuer’s right to inspect and audit the books, records and permits of the Borrower and the Development.

Section 1.2. Rules of Interpretation. (1) This Indenture shall be governed by and construed in accordance with the laws and judicial decisions of the State, except as they may be preempted by Federal rules, regulations, and laws applicable to the Issuer. References in this Indenture and the other Bond Documents to particular sections of the Internal Revenue Code, the Uniform Commercial Code, or any other legislation, rule, or regulation shall be deemed to refer

also to any successor sections thereto or other re-designation for codification purposes. The Issuer and the Trustee expressly acknowledge and agree that any judicial action to enforce any rights of the Issuer under this Indenture may be brought and maintained at the option of the acting party in any state district court in the State having jurisdiction over the matter or in the United States District Court for any district in the State having jurisdiction over the matter or in any United States Bankruptcy Court in any case involving or having jurisdiction over the Borrower or over the Development.

(2) References in this Indenture to any particular article, section, or subdivision hereof are to the designated article, section, or subdivision of this Indenture as originally executed.

(3) All accounting terms not otherwise defined herein have the meanings assigned to them in accordance with generally accepted accounting principles; and all computations provided for herein shall be made in accordance with generally accepted accounting principles consistently applied and applied on the same basis as in prior years.

(4) The Table of Contents and titles of articles and sections herein are for convenience of reference only and are not a part of this Indenture and shall not define or limit the provisions hereof.

(5) Unless the context hereof clearly requires otherwise, the singular shall include the plural and vice versa and the masculine shall include the feminine gender and neuter state and vice versa.

(6) Articles, sections, subsections, and clauses mentioned by number only are those so numbered which are contained in this Indenture.

(7) Any opinion of counsel called for herein shall be a written opinion of such counsel.

(8) Every "request," "order," "demand," "direction," "application," "appointment," "notice," "statement," "certificate," "consent," or similar action under this Indenture by any party shall, unless the form of such issuance is specifically provided, be in writing signed by a duly authorized representative of such party with a duly authorized signature.

(9) The terms "hereby," "hereof," "hereto," "herein," "hereunder" and any similar terms refer to this Indenture, and the term "hereafter" shall mean after, and the term "heretofore" shall mean before, the date of adoption of this Indenture.

(10) Words of the masculine gender shall mean and include correlative words of the female and neuter genders, and words importing the singular number shall mean and include the plural number and vice versa.

(11) Words importing the redemption of a Bond or the calling of a Bond for redemption do not include or connote the payment of such Bond at its stated maturity or the purchase of such Bond.

(12) References in this Indenture to particular sections of the Code, the Act or any other legislation shall be deemed to refer also to any successor sections thereto or other re-designation for codification purposes.

(13) The terms “receipt,” “received,” “recovery,” “recovered” and any similar terms, when used in this Indenture with respect to moneys or payments due the Issuer, shall be deemed to refer to the passage of physical possession and control of such moneys and payments to the Issuer, the Bond Owner or the Trustee on its behalf.

(14) All references herein to time shall be to the prevailing Central time.

(15) All references in this Indenture to “counsel fees,” “attorney fees,” or the like shall mean and include fees and disbursements of in-house or outside counsel, whether or not suit is instituted, and including fees and disbursements preparatory to and during trial and appeal and in any bankruptcy or arbitration proceeding.

ARTICLE 2

REPRESENTATIONS AND COVENANTS OF THE ISSUER

Section 2.1. Representations by the Issuer. The Issuer represents and covenants to the Trustee and the Bond Owner that:

(a) The Issuer is a public, nonprofit housing finance corporation, duly organized, validly existing and in good standing under the Act and the laws of the State.

(b) The Issuer has power and lawful authority to adopt the Resolution, to execute and deliver the Bond Documents, to issue the Bonds and to receive the proceeds of the Bonds, to apply the proceeds of the Bonds to finance the Bond Loan, and to perform and observe the provisions of the Bond Documents and the Bonds on its part to be performed and observed.

(c) The Issuer has duly authorized the execution and delivery of each of the Bond Documents, the issuance, execution, sale and delivery of the Bonds, and the performance of the obligations of the Issuer thereunder.

(d) No member, shareholder, or partner of the Issuer, nor any other official or employee of the Issuer, has any interest, financial, employment or other, in the Borrower, the Development or in the transactions contemplated hereby.

(e) There is no action, suit, proceeding, inquiry or investigation pending or, to the knowledge of the Issuer, threatened against the Issuer by or before any court, governmental agency or public board or body, which (i) affects or questions the existence or the territorial jurisdiction of the Issuer or the title to office of any member of the Issuer; (ii) affects or seeks to prohibit, restrain or enjoin the execution and delivery of any of the

Bond Documents, or the issuance, execution or delivery of the Bonds; (iii) affects or questions the validity or enforceability of any of the Bond Documents or the Bonds; (iv) questions the excludability from gross income for federal income taxation of interest on the Bonds; or (v) questions the power or authority of the Issuer to perform its obligations under any of the Bond Documents or the Bonds or to carry out the transactions contemplated by any of the Bond Documents or the Bonds.

(f) The Issuer makes no representation or warranty, expressed or implied, that the proceeds of the Bonds will be sufficient to finance the acquisition, rehabilitation and equipping of the Development or that the Development will be adequate or sufficient for the Borrower's intended purposes.

(g) The Issuer has used no broker in connection with the execution hereof and the transactions contemplated hereby.

(h) None of the adoption of the Resolution, the execution and delivery of the Bond Documents, the issuance, execution, sale and delivery of the Bonds or the performance by the Issuer of its obligations under the Bond Documents or the Bonds will violate any provision of law (including the Act) or regulation, or any decree, writ, order or injunction by which the Issuer is bound, or conflict with the provisions of the organizational documents of the Issuer, or contravene the provisions of or constitute a default under any agreement, indenture, resolution or other instrument to which the Issuer is a party or by which the Issuer is bound.

(i) All actions on the part of the Issuer necessary for the execution and delivery of the Bond Documents, the issuance, execution, sale and delivery of the Bonds and the performance by the Issuer of its obligations thereunder have been duly and effectively taken. No consent, authorization or approval of, or filing or registration with, any governmental or regulatory body is required on the part of the Issuer for the execution and delivery of the Bond Documents, the issuance, execution, sale and delivery of the Bonds, or the performance by the Issuer of its obligations under the Bond Documents or the Bonds, except the aforesaid action on the part of the Issuer which has been duly and effectively taken.

(j) All requirements and conditions specified in the Act, the organizational documents of the Issuer, the Resolution and all other applicable laws and regulations to the adoption of the Resolution, the making of the Bond Loan, the execution and delivery of the Bond Documents and the issuance, execution, sale and delivery of the Bonds have been fulfilled; *provided, however*, that Issuer makes no representation regarding blue sky or securities laws.

Section 2.2. Covenants of the Issuer. The Issuer hereby agrees with the Bond Owner from time to time of the Bonds that, so long as the Bonds remains unpaid:

(a) The Issuer will take no action and, to the extent of its ability to do so, will suffer no action to be taken to terminate its existence.

(b) The Issuer will take all action and do all things which it is authorized by law to take and do in order to perform and observe all covenants and agreements on its part to be performed and observed under the Bond Documents and the Bonds and in order to provide for and to assure payment of the Bonds and interest thereon when due.

(c) The Issuer will not knowingly take any action impairing any authority, right or benefit given or conferred by the Bond Documents or the Bonds.

(d) The Issuer will pay or cause to be paid the principal of and the interest on the Bonds as the same become due, but solely to the extent of payments remitted pursuant to the Bond Loan Note.

(e) The Issuer will do, execute, acknowledge, when appropriate, and deliver from time to time at the request of the Bond Owner or the Trustee such further acts, instruments, financing statements and other documents as are necessary or desirable to better assure, transfer, pledge or assign to the Trustee, and grant a security interest unto the Trustee in and to the Trust Estate and the other properties and revenues herein described and otherwise to carry out the intent and purpose of the Bond Documents and the Bonds (except with respect to the Unassigned Issuer's Rights).

ARTICLE 3

THE BONDS

Section 3.1. Authorized Amount and Form of Bond. Each Bond secured by this Indenture shall be issued in fully registered form without coupons and in substantially the form set forth herein with such appropriate variations, omissions, and insertions as are permitted or required by this Indenture, and in accordance with the further provisions of this Article 3. The aggregate principal amount of the Bonds that shall be issued hereunder shall be \$[14,800,000.00]. The Bonds, together with the Certificate of Authentication, the form of Assignment, and the registration information thereon, shall be in substantially the forms found at *Exhibit B* hereto, with such appropriate variations, omissions, substitutions and or insertions as are permitted or required hereby or are required by law and may have such letters, numbers or other marks of identification and such legends and endorsements placed thereon as may be required to comply with any applicable laws or rules or regulations, or as may, consistent herewith, be determined by the officer of the Issuer executing such Bonds, as evidenced by such officer's execution of the Bonds. The Initial Bond, which shall be lettered "I", shall be numbered "1" and registered by the Comptroller, shall be identical to the form of Bond attached hereto as *Exhibit B*, except that the penultimate paragraph of the Initial Bond shall read as follows:

“THIS BOND SHALL NOT BE VALID OR BECOME OBLIGATORY for any purpose or be entitled to any benefit or security under the Indenture unless the Comptroller’s Registration Certificate hereon has been executed by an authorized representative of the Texas Comptroller of Public Accounts by manual signature.”

In lieu of the authentication certificate of the Trustee, the Initial Bond shall contain the following certificate:

**“REGISTRATION CERTIFICATE OF
COMPTROLLER OF PUBLIC ACCOUNTS**

OFFICE OF THE COMPTROLLER OF	§	
PUBLIC ACCOUNTS OF	§	REGISTER NO. _____
THE STATE OF TEXAS	§	

I HEREBY CERTIFY that this Bond has been examined, certified as to validity and approved by the Attorney General of the State of Texas, and duly registered by the Texas Comptroller of Public Accounts.

WITNESS MY SIGNATURE AND SEAL OF OFFICE this _____.

Texas Comptroller of Public Accounts

(SEAL)”

Section 3.2. Issuance of Bonds. The Bonds shall:

- (1) be dated as of the Bond Closing Date;
- (2) be initially issued and delivered as fully registered Bond without coupons, in an Authorized Denomination; after initial issuance, a Bond may be exchanged after redemption for a Bond in the denomination of less than \$100,000 to the extent necessary to represent the unredeemed portion of such Bond;
- (3) be designated Series 2025 Bond;
- (4) except for the Initial Bond, which shall be numbered I-1, the Bonds shall be numbered from R-1 consecutively upwards in chronological order of delivery;
- (5) mature on the Maturity Date, and shall be subject to mandatory sinking fund redemption pursuant to Section 4.1(5) of this Indenture;

(6) shall bear interest from the Bond Closing Date thereof at the Interest Rate under and as provided for in the Bonds (being the Interest Rate under and as defined in the Bond Purchase and Funding Agreement);

(7) be payable in such coin or currency of the United States of America as at the time of payment is legal tender for payment of public and private debts, at the Operations Office of the Trustee or Paying Agent, except that interest on the Bonds will be payable either by instruction to the depository or by check mailed on the Payment Date by the Trustee to the Holders of such Bond on the applicable Record Date (the "*Record Date Holders*" as further defined in the form of Bond set forth in *Exhibit B* hereto) at the last addresses thereof as shown in the Bond Register on the applicable Record Date; and the principal of and any premium on any Bond shall be payable at the Operations Office of the Trustee without presentation and surrender of the Bonds except for the final principal payment; and

(8) be subject to redemption upon the terms and conditions and at the redemption prices specified in Article 4 hereof.

Notwithstanding anything contained herein to the contrary, during any period of time that the Bond Loan Note bears interest at the Default Rate or late charges are due under Section 4.3(5) of the Financing Agreement, the Bonds shall also bear interest at the Default Rate including any late charges under Section 4.3(5) of the Financing Agreement and during any period of time that the Bond Loan Note bears interest at the rate described in Section 5.12 of the Financing Agreement, the Bonds shall also bear interest at such rate; *provided* that in no event shall the interest rate on the Bonds including any late charges due under Section 4.3(5) of the Financing Agreement exceed the Maximum Lawful Rate. Late charges due under Section 4.3(5) of the Financing Agreement are in addition to the Default Rate. If the date for payment of the principal of, premium, if any, or interest on the Bonds shall be a day which is not a Business Day, then the date for such payment shall be the next succeeding day which is a Business Day, and payment on such later date shall have the same force and effect as if made on the nominal date of payment. Any Holder of at least \$1,000,000 principal amount of any Bond (or a lesser amount of such Bond if such Bond constitute all the Bonds at the time Outstanding), upon payment by the Holder of the costs of wire transfers, may file with the Trustee an instrument satisfactory to the Trustee not less than five (5) days prior to the applicable Record Date requesting the interest amounts payable by the Trustee to such Holder be paid either by instruction to the depository or by transferring by wire transfer in immediately available funds, on the day such payment is due, the amount to be distributed to such Holder to a designated account maintained by such Holder at any bank in the United States. The designation so given will be effective unless and until rescinded in writing by the Holder at least five (5) days prior to the Record Date for the Payment Date to which such rescission is designated to apply. The Trustee shall pay all amounts payable by the Trustee hereunder to such Holder by transfer directly to said designated bank in accordance with the provisions of any such instrument. All payments so made shall be valid and effective to satisfy and discharge the liability upon such Bond. Notwithstanding the foregoing, all payments of principal of and interest on and/or premium on the Bonds payable on the Maturity Date, or any

date of redemption (other than pursuant to Section 4.1(5) hereof) shall only be payable upon presentation of the Bonds maturing, being redeemed at the Operations Office.

Section 3.3. Execution. Each Bond shall be signed by, or executed with the facsimile or manual signature of, the President of the Issuer and attested by the facsimile or manual signature of the Secretary of the Issuer. In case any officer of the Issuer whose signature or whose facsimile signature shall appear on any Bond shall cease to be such officer before the delivery of such Bond, such signature or such facsimile shall nevertheless be valid and sufficient for all purposes, the same as if such officer had remained in office until such delivery, and also any Bond may be signed by such persons as at the actual time of the execution of such Bond shall be the proper officers to sign such Bond although at the date of delivery of such Bond such persons may not have been such officers.

Section 3.4. Registration and Authentication. No Bond shall be valid or obligatory for any purpose or be entitled to any security or benefit under this Indenture unless (i) for the Initial Bond, a certificate of registration on such Bond, substantially in the form set forth in *Exhibit B* hereto, shall have been duly executed manually by an authorized representative of the Comptroller, or, (ii) for any Bond other than the Initial Bond, a certificate of authentication on such Bond, substantially in the form set forth in *Exhibit B* hereto, shall have been duly executed manually by a Responsible Officer of the Bond Registrar. Certificates of authentication or registration on different Bonds need not be signed by the same person. The Bond Registrar shall authenticate the signatures of officers of the Issuer on each Bond (other than the Initial Bond) by execution of the certificate of authentication on the Bonds; and the certificate of authentication so executed on each Bond shall be conclusive evidence that it has been authenticated and delivered under this Indenture.

Section 3.5. Conditions Precedent to the Delivery of Bond. Upon the execution and delivery of this Indenture and delivery of the purchase price of the Bonds, the Issuer shall execute the Initial Bond and register the same with the Comptroller, and the Bond Registrar shall immediately cancel the Initial Bond and authenticate exchange Bonds to the Bond Holders. The Bond Registrar shall deliver the exchange Bonds to, or upon the order of, each respective Bond Owner, as applicable, at such time as may be directed by the Issuer after the Trustee has received the following (which may be provided electronically):

- (1) executed counterparts of the Financing Agreement, the Bond Loan Note (endorsed to the Trustee), the Tax Exemption Agreement, the Development Certificate and this Indenture;
- (2) copies of executed counterparts of the Bond Purchase and Funding Agreement, the Bond Loan Mortgage, the Bond Regulatory Agreement and the Ground Lease;
- (3) copies of executed counterparts of all documents specifically identified in the definition of Bond Loan Documents not specifically referred to in paragraphs (1) and (2) above;

(4) a copy, duly certified, of the Resolution passed by the governing body of the Issuer, approving the execution and delivery of this Indenture, the Financing Agreement and the Bond Regulatory Agreement and the issuance of the Bonds;

(5) reserved;

(6) a request and authorization (which may be part of a certificate of the Issuer) to the Trustee on behalf of the Issuer, signed by the Representative of the Issuer, to deliver the Bonds to the Bond Owner upon payment to the Trustee of an amount equal to the purchase price for the Bonds and payment of the Costs of Issuance;

(7) the opinion of counsel to the Borrower addressed to the Issuer, the Trustee, and the Bond Owner;

(8) an opinion or opinions of Bond Counsel or counsel to the Issuer, as appropriate, addressed to the Issuer, the Trustee, and the Bond Owner, to the effect that (a) the Bonds have been duly and validly issued, and (b) the interest on the Bonds is excludible from gross income of the Holder thereof for federal income tax purposes, subject to customary assumptions and qualifications;

(9) an Investor's Letter executed by the Bond Owner and addressed to the Trustee and the Issuer, in the form of *Exhibit C* hereto;

(10) the Costs of Issuance Deposit;

(11) the purchase price equal to the original aggregate principal amount of the Bonds from the Bond Owner;

(12) the approving opinion of the Attorney General of the State approving the Bonds and registration certificate for the Initial Bond from the Comptroller; and

(13) any other documents or opinions which the Trustee, the Issuer, the Bond Owner or Bond Counsel may reasonably require which shall be deemed satisfied by the delivery of the opinion of Bond Counsel referenced in Section 3.5(8) above.

Section 3.6. Additional Bonds. No Additional Bond may be issued hereunder.

Section 3.7. Mutilated, Lost or Destroyed Bond. In case any Bond issued hereunder shall become mutilated or be destroyed or lost, the Issuer shall, if not then prohibited by law, cause to be executed, and the Bond Registrar shall authenticate and deliver, a new Bond of like amount, Maturity Date, and tenor, in exchange and substitution for and upon cancellation of any such mutilated Bond, or in lieu of and in substitution for any such Bond destroyed or lost, upon the Holder's paying the reasonable expenses and charges of the Bond Registrar and the Issuer and, in the case of a Bond destroyed or lost, the Holder's filing with the Bond Registrar of evidence satisfactory to the Issuer, the Bond Registrar and the Trustee that such Bond was destroyed or lost,

and of the Holder's ownership thereof, and furnishing the Borrower, the Issuer, the Trustee, and the Bond Registrar with indemnity satisfactory to them. If the mutilated, destroyed, or lost Bond has already matured or been called for redemption in accordance with its terms, it shall not be necessary to issue a new Bond prior to payment.

Section 3.8. Ownership of Bonds. The Issuer, the Trustee, the Bond Registrar, and Paying Agent may deem and treat the Holder of any Bond, whether or not such Bond shall be overdue, as the absolute owner of such Bond for the purpose of receiving payment thereof and for all other purposes whatsoever, and the Issuer (or any agent thereof), the Trustee, the Bond Registrar, and the Paying Agent shall not be affected by any notice to the contrary.

Section 3.9. Registration, Transfer, and Exchange of Registered Bond. (1) The Bond Registrar shall, at the expense of the Borrower, authenticate a fully registered Bond (other than the Initial Bond), and shall cause to be kept at the designated corporate trust office of the Bond Registrar (which will be the Operations Office for the Trustee if it is the Bond Registrar) a Bond Register in which, subject to such reasonable regulations as the Bond Registrar may prescribe, the Trustee or the Bond Registrar shall provide for the registration of Bond and the registration of transfers of Bond. The Bond Registrar shall contain a record of every Bond, including bond number and principal amount, at any time registered by the Bond Registrar (or, in the case of the Initial Bond, the Comptroller) or authenticated hereunder, together with the name and address of the Holder thereof, the date of registration or authentication, the date of transfer or payment, and such other matters as are appropriate for the Bond Register in the estimation of the Issuer, the Bond Registrar and the Trustee.

(2) The transfer of the Bonds is subject to registration by the Holder thereof only upon compliance with the conditions for registration of transfer imposed on the Holder under this Section 3.9 and Section 3.12 hereof. Upon surrender of any Bond at the designated corporate trust office of the Bond Registrar (which will be the Operations Office of the Trustee if it is the Bond Registrar), the Issuer shall execute (if necessary), and the Bond Registrar shall authenticate and deliver, in the name of the designated transferee or transferees (but not registered in blank or to "bearer" or a similar designation), one or more new Bond of any Authorized Denomination of a like aggregate principal amount, having the same stated maturity and interest rate.

(3) At the option of the Holder, Bond may be exchanged for other Bond of any Authorized Denomination of a like aggregate principal amount and stated maturity, upon surrender of the Bonds to be exchanged at the designated corporate trust office of the Bond Registrar or, in the case in which the Trustee is the Bond Registrar, at the Operations Office of the Trustee, and upon payment of the taxes, if any, hereinafter referred to. Whenever any Bond is so surrendered for exchange, the Issuer shall execute (if necessary), and the Bond Registrar shall authenticate and deliver, the Bonds which the Holder making the exchange is entitled to receive.

(4) All Bonds delivered in exchange for or upon transfer of Bonds shall be valid special and limited obligations of the Issuer evidencing the same debt, and entitled to the same benefits under this Indenture, as the Bonds surrendered for such exchange or transfer.

(5) Registration of the transfer of a Bond may be made on the Bond Register by the Holder in person or by the Holder's attorney duly authorized in writing. Every Bond presented or surrendered for registration of transfer or exchange shall (i) be accompanied by evidence of compliance with the provisions of Section 3.12 hereof, and (ii) be duly endorsed or be accompanied by a written instrument or instruments of transfer, in the form printed on the Bonds or in another form satisfactory to the Bond Registrar, duly executed and with guaranty of signature of the Holder thereof or his, her or its attorney duly authorized in writing, and (iii) include written instructions as to the details of the transfer of the Bonds.

(6) No service charge shall be made to the Holder for any registration, transfer, or exchange, but the Bond Registrar and the Trustee shall require payment of a sum sufficient to cover any tax, fee, or other governmental charge that may be imposed in connection with any transfer or exchange of Bond, other than exchanges expressly provided in this Indenture to be made without expense or without charge to Holders, and any legal or unusual costs of transfers or lost Bond.

(7) Subject to the provisions of subsection (8) below, the Bond Registrar shall endeavor to comply with rules applicable to transfer agents registered with the Securities and Exchange Commission as to the 72 hour "turnaround" standard established for the transfer of registered corporate securities.

(8) The Bond Registrar shall not be required (a) to transfer or exchange any Bond during a period beginning at the opening of business fifteen (15) days before the day of the mailing of a notice of redemption of Bond under this Indenture and ending at the close of business on the day of such mailing or (b) to transfer or exchange any Bond so selected for redemption in whole or in part.

Section 3.10. Nonpresentment of Bonds. In the event any Bond shall not be presented for payment when the principal, premium, if any, redemption price (other than pursuant to Section 4.1(5) hereof for which presentment is not required for payment) thereof becomes due, if funds sufficient to pay such Bond shall have been paid to the Trustee (or the Paying Agent (if any)) for the benefit of the registered owner thereof, all liability of the Issuer to the registered owner thereof for the payment of such Bond shall forthwith cease, terminate, and be completely discharged, and thereupon it shall be the duty of the Trustee or other Paying Agent, subject to applicable escheat laws, to hold such fund or funds uninvested, without liability for interest thereon, for the benefit of the Holder of such Bond, who shall thereafter be restricted exclusively to such fund or funds, for any claim of whatever nature on his part under this Indenture or on, or with respect to, said Bond. Any such moneys still held by the Trustee (or other Paying Agent, if any) after three (3) years from the date on which such amount was due to be paid, except as otherwise required by law, shall be delivered in accordance with the unclaimed property laws of the State of Texas, and, thereafter all liability of the Trustee or such Paying Agent with respect to such money, shall thereupon cease.

Section 3.11. Disposition of Bond. Whenever any Outstanding Bond shall be delivered to the Bond Registrar or the Trustee for cancellation pursuant to this Indenture, upon payment of the

principal amount and interest represented thereby or for replacement pursuant to Section 3.7 hereof or transfer pursuant to Section 3.9 hereof, such Bond shall be canceled and disposed of by the Bond Registrar or the Trustee, as the case may be, in accordance with its applicable policies, and counterparts of a certificate of cancellation evidencing such cancellation shall be furnished by the Bond Registrar, or the Trustee, as the case may be, to the Issuer, from time to time, upon written request, and in accordance with the Bond Registrar's or the Trustee's policies.

Section 3.12. Restrictions on Transfer. Bond or interests in Bond may be transferred (i) to an "accredited investor" (as defined in Rule 501(a)(1), (2), (3), (7), or (8) of Regulation D promulgated under the Securities Act of 1933, as amended (the "*Securities Act*")); or (ii) to a Qualified Institutional Buyer (as defined in Rule 144A promulgated under the Securities Act).

The Bond Registrar shall not register any transfer or exchange of any Bond or any interests therein pursuant to Section 3.12(i) or (ii) above unless a Holder's prospective transferee delivers to the Trustee and the Issuer an investor's letter substantially in the form set forth in *Exhibit C* hereto ("*Investor's Letter*"). The Issuer and the Trustee shall be entitled to rely, without any further inquiry, on any Investor's Letter delivered to them and shall be fully protected in registering any transfer or exchange of any Bond in reliance on any such Investor's Letter. Other than to receive an Investor's Letter as provided herein, the Trustee shall have no obligation to monitor, determine or inquire as to compliance with any restrictions on transfer imposed under this Indenture or under applicable law with respect to any transfer or exchange of the Bond or any interest therein. ANY SUCH HOLDER DESIRING TO EFFECT SUCH TRANSFER SHALL AGREE TO INDEMNIFY THE BORROWER, THE ISSUER, THE TRUSTEE, THE PAYING AGENT, AND THE BOND REGISTRAR FROM AND AGAINST ANY AND ALL LIABILITY, COST OR EXPENSE (INCLUDING ATTORNEYS' FEES) THAT MAY RESULT IF THE REPRESENTATIONS CONTAINED IN SUCH INVESTOR'S LETTER ARE FALSE IN ANY MATERIAL RESPECT. The Trustee or the Bond Registrar, as the case may be, are authorized and directed to put a stop order on the Bonds Registry in regard to the foregoing restrictions on the transfer of the Bonds.

The Bond Registrar will have no obligation or duty to monitor, determine or inquire as to compliance with any restrictions on transfer imposed under this Indenture or under applicable law with respect to any restrictions other than to require delivery of such certificates and other documentation or evidence as are expressly required by, and, to do so, if and when expressly required by the terms of this Indenture and to examine the same to determine substantial compliance as to form with the express requirements hereof.

Assignment of the Bonds (and of interests therein) are further subject to the terms and requirements of the Bond Purchase and Funding Agreement; provided in the event of any conflict or inconsistency between this Indenture and the Bond Purchase and Funding Agreement with respect to any such assignment or transfer, the provisions of this Indenture shall control.

Notwithstanding the foregoing or anything to the contrary contained herein or in any of the Bond Documents, (a) the withdrawal, removal and/or replacement of the General Partner and/or Administrative Limited Partner in accordance with the Borrower's limited partnership agreement shall not require the consent of the Purchaser, the Issuer or any other Person so long as the General

Partner or the Administrative Limited Partner, as applicable, is replaced with an Affiliate of Red Stone Equity Manager, LLC (“Red Stone”) and (b) the consent of the Purchaser, the Issuer or any other Person shall not be required for (i) a transfer of the limited partner interests of the Investor Limited Partner and/or Special Limited Partner in the Borrower and/or (ii) a transfer of ownership interests in the General Partner, Administrative Limited Partner or the Investor Limited Partner and/or Special Limited Partner, in either case, to an Affiliate of Red Stone. Further, except with the prior written approval of the Purchaser, the Borrower agrees to construct, develop and operate the Development in such a manner as to assure that no entity other than the Borrower is or will be a “substantial user” or “related person” to a “substantial user” and, if it should take or permit any such action, the Borrower will take all lawful actions that it can take to rescind such action promptly upon having knowledge thereof.

ARTICLE 4.

REDEMPTION OF BOND BEFORE MATURITY

Section 4.1. Redemption. Subject to the provisions of Section 4.2 and Section 4.4 hereof, the Bonds are subject to redemption as follows:

(1) *Mandatory Redemption.* The Bonds shall be subject to mandatory redemption and shall be redeemed in full at the written direction of the Bond Owner (i) following an Event of Default and acceleration of maturity thereof in accordance with Section 9.2 hereof, (ii) in an amount (or amounts) necessary to reduce the outstanding balance of the Bonds to satisfy the Conditions to Conversion (including in connection with payment made upon completion of the Improvements from the completion installment of the capital contribution as and when provided for in the Bond Purchase and Funding Agreement), and (iii) in part, in the principal amounts due on and under the Bonds after the Conditions to Conversion as provided for in this Indenture. Trustee shall apply proceeds of a mandatory redemption made under this Section to the Bonds Outstanding in the manner instructed by the Bond Owner.

(2) *Extraordinary Mandatory Redemption.* Unless the Development is to be restored in accordance with the terms of the Bond Purchase and Funding Agreement or the Bond Loan Mortgage, the Bonds are subject to mandatory redemption, in whole or in part, on any Business Day, at the written direction of the Borrower and with the written consent of the Bond Owner, in the event of damage to, or destruction or Condemnation of the Development or any part thereof under the conditions and to the extent provided in Section 6.7(2)(b) hereof, at a redemption price equal to the principal amount of the Bonds to be redeemed plus accrued and unpaid interest. The foregoing extraordinary mandatory redemption event described in this Section 4.1(2) shall occur on the first Payment Date after which proper notice is given under this Indenture.

(3) *Excess Development Fund Proceeds.* The Bonds are subject to mandatory redemption, in whole or in part, if Bond proceeds remaining on deposit in the Development Fund are not needed for the development of the Development or to cause the Conditions to

Conversion to occur prior to the Amortization Period Commencement Date (based on the Borrower's advice to the Trustee that no further requisitions will be made from the Development Fund, together with the written consent to such advice by the Bond Owner), such redemption amount to be based on the amount then remaining on deposit in the Development Fund, such redemption to occur at a redemption price equal to the principal amount of the Bonds to be redeemed, plus accrued and unpaid interest; *provided* that, if the amount of Bond proceeds that remains in the Development Fund and to be used to redeem Bond pursuant to this provision causes less than 95 percent (95%) of the net proceeds of the Bonds to be used to provide an exempt facility, such redemption must adhere to the remedial action requirements set forth in Section 1.142-2 of the Treasury Regulations. The Trustee may assume that the amount of Bond proceeds that remains in the Development Fund and to be used to redeem Bond pursuant to this provision will not cause less than 95 percent (95%) of the net proceeds of the Bonds to be used to provide an exempt facility, unless the Borrower delivers to the Trustee a certificate to the contrary and provides written instructions in regard to comply with Section 1.142-2 of the Treasury Regulations.

(4) *Optional Redemption.* The Bonds are subject to redemption at the option of the Borrower (as a prepayment of the Bond Loan), in whole or in part as and when provided for in the Bond Purchase and Funding Agreement. The Trustee shall receive written notice from the Borrower forty-five (45) days prior to the required notice mailing date of the Borrower's intention to cause an optional redemption of the Bonds. The Trustee shall conduct a selection of the Bonds for partial redemption in a random by lot selection process. Notice of a redemption shall be mailed or communicated as stated in this Indenture thirty (30) days prior to a redemption date.

(5) *Mandatory Sinking Fund Redemption.* The Bonds shall be subject to mandatory sinking fund redemption in the years and in the principal amounts set forth in *Exhibit D* attached to this Indenture (without notice to the Holder or presentment by Holder); *provided* that, if Bond is redeemed by the Borrower pursuant to Section 4.1(7), on the Conditions to Conversion, the Bond Owner shall provide to the Trustee and Issuer a revised mandatory sinking fund redemption schedule showing substantially level monthly debt service on the Bonds, based on the principal amount of the Bonds outstanding on the Conditions to Conversion at a 40-year amortization calculated based on the interest rate of the Bonds, and based on the then existing Maturity Date, together with an opinion of Bond Counsel that the revised schedule does not adversely affect the excludability from gross income of the interest on the Bonds for federal income tax purposes.

(6) *Mandatory Redemption upon Default.* The Bonds are subject to mandatory redemption, in whole, upon the occurrence and continuance of an Event of Default (and in lieu of an acceleration under Section 9.2) at the written direction of the Bond Owner at a redemption price equal to the principal amount of the Bonds then Outstanding, plus accrued and unpaid interest, plus a redemption premium equal to three percent (3%) of the principal of the Bonds subject to redemption.

(7) *Redemption by Borrower for Lease Stabilization.* The Bonds are subject to redemption, in part, at the option of the Borrower from sources determined by Borrower (other than the Funding Sources as defined in the Bond Purchase and Funding Agreement), subject to Section 4.1(1) and (4) hereof, on any date on or prior to the Amortization Period Commencement Date but after the date the Development is placed in service under the Code, in an aggregate amount sufficient to cause the requirements for the Conditions to Conversion to be met as provided in the Bond Purchase and Funding Agreement, at a redemption price equal to the aggregate principal amount thereof plus accrued and unpaid interest. If the Bonds are redeemed as provided in the preceding sentence, the Bond Owner shall provide to the Trustee and the Issuer the revised mandatory sinking fund redemption schedule and opinion described in Section 4.1(5) above.

(8) *Electronic Notices.* Notices of prepayments under Section 4.1(4) may be made by Electronic Means (including e-mail and internet or intranet websites) pursuant to procedures approved by the Bond Owner. Such approval may be limited to particular notices or communications. Unless the Bond Owner otherwise prescribes, (i) notices and other communications sent to an e-mail address shall be deemed received upon the sender's receipt of an acknowledgment from the intended recipient (such as by the "return receipt requested" function, as available, return e-mail or other written acknowledgment), *provided* that if such notice or other communication is not sent during the normal business hours of the recipient, such notice or communication shall be deemed to have been sent at the opening of business on the next Business Day for the recipient, and (ii) notices or communications posted to an internet or intranet website shall be deemed received upon the "receipt" by the intended recipient at its e-mail address as described in the foregoing clause (i) of notification that such notice or communication is available in identifying the website address therefor. The Trustee, the Borrower, the Bond Owner and the Issuer may change the address or telecopier number or e-mail address for notices and other communications hereunder by notice to the others.

Section 4.2. Notice of Redemption. (1) To effect the redemption of the Bonds under Section 4.1 hereof, the Trustee shall promptly give notice within the time, in the manner and with the effect provided by this Section 4.2. Notice of redemption shall be mailed by first class mail (or by overnight delivery) not less than thirty (30) days prior to the redemption date by the Trustee to the Paying Agent (if the Paying Agent is not the Trustee), the Issuer and the Holders of Bond to be redeemed (with a copy to the Borrower and the Investor Limited Partner). No defect in or failure to give notice shall affect the validity of the proceedings for redemption of any Bond not affected by such defect. Such notice, which shall be prepared by the Trustee at the expense of the Borrower, shall state the date on which and the place where the Bonds shall be presented for redemption and, unless all Outstanding Bond is to be redeemed, each such notice shall refer to the Bonds to be redeemed by their numbers and maturities. The notice shall state the conditions precedent to redemption specified in Section 4.4 hereof. Except as specifically provided in this Indenture and provided sufficient funds are on deposit at the Trustee with respect to such redemption, the Bonds thus called for redemption, provided funds for their redemption have been duly deposited, shall cease to bear interest from and after the specified redemption date and the

Holder of such Bond shall have no further rights with respect to the Bonds or under this Indenture except to receive the redemption price of such Bond.

(2) The Bond Registrar, if not the Trustee, shall, upon the Trustee's request, furnish the names and addresses of the Holders of the Bonds as of the Record Date immediately preceding such redemption date to the Trustee and the Issuer.

Section 4.3. Cancellation. Subject to the provisions of Section 3.10 hereof, all Bonds which have been redeemed shall be canceled by the Trustee or the Bond Registrar as provided in Section 3.11 hereof and shall not be reissued.

Section 4.4. Method of Redemption. (1) The Trustee shall redeem the Bonds under Section 4.1(2) hereof only if it has received written notice and instructions from the Bond Owner to so redeem at least forty-five (45) days before the required notice mailing date (or such shorter period as consented to by the Trustee), and the Trustee has been provided with immediately available funds sufficient for such purpose when added to other funds on deposit in the Bond Fund, at least ten (10) Business Days prior to the redemption date. The Trustee shall redeem Bond under Section 4.1(2) or Section 4.1(4) hereof in accordance with the instructions from the Borrower, subject to Section 4.1(2). At least forty-five (45) days prior to the required notice mailing date (or such shorter period as consented to by the Trustee), the Borrower shall give the Trustee written notice of its election to redeem Bond pursuant to Section 4.1(2) or Section 4.1(4), which notice shall contain the redemption date and the principal amount of Bond to be redeemed and direct the Trustee to redeem the Bonds. Mandatory sinking fund redemptions under Section 4.1(5) do not require any prior notice of redemption.

(2) If less than all of the Outstanding Bonds shall be called for redemption or purchased, the Trustee shall select or arrange for the selection of Bonds to be redeemed by lot, pursuant to its rules and procedures, in Authorized Denominations, provided that any Bond or portion thereof remaining Outstanding shall be in an Authorized Denomination. If a Bond may be redeemed only in part, it shall be surrendered to the Trustee (with a written instrument of transfer in form satisfactory to the Issuer and the Trustee duly executed by the Holder thereof or his, her or its attorney duly authorized in writing) and the Issuer shall execute (if necessary) and the Bond Registrar shall authenticate and deliver to the Holder of such Bond, at the Borrower's expense, a new Bond or Bond of any Authorized Denomination, as requested by such Holder, having the same stated maturity and interest rate in aggregate principal amount equal to and in exchange for the unredeemed portion of the principal of the Bonds so surrendered.

(3) Notwithstanding the foregoing or anything herein to the contrary, in connection with a redemption of a Bond, the redemption payment (or any other payment on the Bonds) shall be made to the Bond Owner (except as otherwise provided in the Bond Purchase and Funding Agreement).

ARTICLE 5

GENERAL COVENANTS

Section 5.1. Payment of Principal, Premium, and Interest. The Issuer will duly and punctually pay or cause to be paid the principal of, premium, if any, and interest on the Bonds in accordance with the terms of the Bonds and this Indenture, but solely from and to the extent of the Trust Estate, and trust funds deposited in the Funds (excluding amounts held in the Rebate Fund and rebatable arbitrage whether or not deposited in the Rebate Fund) to the extent hereof and in the manner provided in Article 6 hereof. Nothing in the Bonds or in this Indenture shall be considered as assigning or pledging funds or assets of the Issuer other than the Trust Estate.

Section 5.2. Performance of Covenants. (1) The Issuer covenants that it will faithfully perform at all times any and all of its covenants, undertakings, stipulations, and provisions contained in this Indenture, and in every Bond executed, authenticated, and delivered hereunder. The Issuer represents that it is duly authorized under the Constitution and laws of the State, including particularly and without limitation the Act, to issue the Bonds authorized hereby, to execute this Indenture, to loan the proceeds of the Bonds to the Borrower, and to assign and pledge the payments from the Financing Agreement in the manner and to the extent herein set forth; that all action required on its part for the issuance of the Bonds and the execution and delivery of this Indenture has been duly and effectively taken; and that the Bonds in the hands of the Holders thereof are and will be valid and enforceable obligations of the Issuer according to the terms thereof.

(2) The Trustee covenants that it is duly organized, validly existing, and in good standing and possesses all authorizations necessary to enter into this Indenture; that it has full power and authority to enter into this Indenture and the transactions contemplated hereby; that this Indenture has been duly executed and delivered by it; that this Indenture constitutes a legal, valid, binding, and enforceable obligation of the Trustee (subject to bankruptcy, insolvency, or creditor rights laws generally and principles of equity generally); that the execution, delivery, and performance of this Indenture by the Trustee will not cause or constitute, including after due notice or lapse of time or both, a default under or conflict with organizational documents or other agreements or otherwise materially or adversely affect performance of duties; that the execution of this Indenture by the Trustee, assuming that neither the Trustee or this Indenture is required to be qualified under the Trust Indenture Act of 1939, as amended, will not violate any law, regulation, order, or decree of any Governmental Authority; assuming that neither the Trustee or the Indenture is required to be qualified under the Trust Indenture Act of 1939, as amended, that all consents, approvals, authorizations, orders, or filings of or with any court or governmental agency or body, if any, required for the execution, delivery, and performance of this Indenture by the Trustee have been obtained or made; and that there is no pending action, suit, proceeding, arbitration, or governmental investigation against it, an adverse outcome of which would materially adversely affect its performance under this Indenture.

Section 5.3. Instruments of Further Assurance. The Issuer covenants that it has not made, done, executed, or suffered, and will not make, do, execute, or suffer, any act or thing within its

control whereby its interest in the Financing Agreement or in the Bond Purchase and Funding Agreement or any part thereof is now or at any time hereafter will be impaired, changed, or encumbered in any manner whatsoever, except as may be expressly permitted herein or in the Financing Agreement or in the Bond Purchase and Funding Agreement; and that it will do, execute, acknowledge, and deliver or cause to be done, executed, acknowledged, and delivered, such instruments supplemental hereto and such further acts, instruments, and transfers as the Trustee may reasonably require for the better assuring, transferring, pledging, assigning, and confirming unto the Trustee all and singular the Trust Estate.

Section 5.4. Recording and Filing. The Trustee, at the written direction of the Bond Owner, and at the expense of the Borrower, shall take such action with respect to the execution and filing of any continuation statements with respect to financing statements in which it is named as the secured party, copies of which have been provided to the Trustee, as are necessary to maintain the perfection of the liens on personal property granted in the Bond Loan Mortgage and to preserve and protect fully the security of the Holders of the Bonds and the rights of the Trustee hereunder and under any of the other aforesaid instruments. Notwithstanding the foregoing, the Trustee shall not be responsible for the sufficiency or the proper recording or indexing of any financing or continuation statements.

Section 5.5. Books and Records. The Trustee covenants that so long as any Outstanding Bond issued hereunder and secured by this Indenture shall be unpaid, the Trustee will keep proper books or records and accounts, in which full, true, and correct entries will be made of all its financial dealings or transactions in relation to the Development and the payments derived from the Financing Agreement, this Indenture, and the Bond Loan Mortgage. Upon reasonable notice and at reasonable times during the Trustee's regular business hours and under reasonable regulations established by the Trustee, such books shall be open to the inspection of the Borrower, the Investor Limited Partner, the Bond Owner, the Holders, and the Issuer, and such accountants or other agencies as the Borrower, the Bond Owner, the Holders, or the Issuer may from time to time designate in writing to the Trustee.

Section 5.6. Access to Bond Register. At reasonable times and under reasonable regulations established by the Bond Registrar, the Bond Register or a copy thereof may be inspected and copied by the Borrower, the Issuer, the Trustee, the Bond Owner or the Holders of ten percent (10%) or more in principal amount of the then Outstanding Bond (or a designated representative thereof), such authority of any such designated representative to be evidenced to the reasonable satisfaction of the Bond Registrar. Except as otherwise may be provided by law, the Bond Register shall not be deemed a public record and shall not be made available for inspection by the public, unless and until notice to the contrary is given to the Bond Registrar by the Issuer and the Bond Owner.

Section 5.7. Rights Under Financing Agreement and the Bond Purchase and Funding Agreement. The Financing Agreement and the Bond Purchase and Funding Agreement each sets forth covenants and obligations of the Issuer and the Borrower, and reference is hereby made to the same for a detailed statement of said covenants and obligations. The Issuer agrees to cooperate in the enforcement of all covenants and obligations of the Borrower under the Financing

Agreement and the Bond Purchase and Funding Agreement and agrees that the Trustee and the Bond Owner may enforce all rights of the Issuer (other than the Unassigned Issuer's Rights) and all obligations of the Borrower under and pursuant to the Financing Agreement in their respective names and on behalf of the Holders, whether or not the Issuer has undertaken to enforce such rights and obligations.

Section 5.8. Rights Under Bond Loan Mortgage. The Issuer acknowledges that it has assigned its interest in and to the Bond Loan Mortgage, other than the Unassigned Issuer's Rights, to the Trustee under this Indenture and that such instrument further secures payment of the Bond Loan, interest thereon, and amounts due under certain other Bond Loan Documents, and reference is hereby made to the same for a detailed statement of the obligations of the parties thereto (and that the Bond Owner is authorized to act for and on behalf of the Trustee in this regard).

Section 5.9. Tax Covenants Relating to the Bonds. The Issuer covenants and agrees that:

(1) Until the final Maturity Date of the Bonds, based upon the Borrower's covenants in the Financing Agreement, the Tax Exemption Agreement and the Bond Regulatory Agreement, it will not use any money on deposit in any Fund or Account maintained in connection with the Bonds, whether or not such money was derived from the proceeds of the sale of the Bonds or from any other source, in a manner that would cause the Bonds to be an "Arbitrage Bond," within the meaning of section 148 of the Code. In the event that the Borrower notifies the Issuer that it is necessary to (i) restrict or limit the yield on the investment of moneys held by the Trustee pursuant to this Indenture, or (ii) use such moneys in any certain manner to avoid the Bonds being considered "arbitrage Bond," the Issuer, at the written direction and expense of the Borrower, shall deliver to the Trustee an order containing appropriate instructions, in which event the Trustee shall take such action as provided in such instructions to restrict or limit the yield on such investment or to use such moneys in accordance with such order.

(2) The Issuer will not (i) knowingly use or permit the use of any proceeds of the Bonds or any other funds of the Issuer, directly or indirectly, in any manner, or (ii) take or permit to be taken any other action or actions, which would result in any of the Bonds being treated other than as an obligation described in section 103(a) of the Code.

(3) The Issuer will not take any action which would result in all or any portion of the Bonds being treated as "federally guaranteed" within the meaning of section 149(b)(2) of the Code.

(4) Unless a Favorable Opinion of Bond Counsel is rendered, the Issuer will request the Borrower to:

(A) expend all proceeds of the Bonds and the investment income thereon (excluding amounts in the Rebate Fund) within three years of the date of issuance of the Bonds; and

(B) make the payments (but only from the sources and subject to the limitations described in Section 6.6 hereof), if any, required to be made to the United States pursuant to the Code in order to establish or maintain the excludability from gross income of interest on the Bonds for purposes of federal income taxation. In this regard, the Issuer will cause the Borrower to maintain books and records complying with any related requirements of the Code.

(5) For purposes of this Section 5.9, the Issuer's compliance shall be based solely on acts or omissions by the Issuer and no acts, omissions, or directions of the Borrower, the Trustee, or any other persons shall be attributed to the Issuer. All officers, employees, and agents of the Issuer are authorized and directed to provide certifications of facts and estimates that are material to the reasonable expectations of the Issuer as of the date of delivery of the Bonds. In complying with the foregoing covenants, the Issuer may rely from time to time upon an opinion of Bond Counsel to the effect that any action by the Issuer or reliance upon any interpretation of the Code or the Treasury Regulations contained in such opinion will not adversely affect the excludability from gross income of the interest on the Bonds for federal income tax purposes under existing law.

Section 5.10. Change in Law. To the extent that published rulings of the Internal Revenue Service, or amendments to the Code or the Treasury Regulations modify the covenants of the Issuer or the Trustee which are set forth in this Indenture or which are necessary for interest on any issue of the Bonds to be excludible from gross income for federal income tax purposes, at the Borrower's expense the Trustee and the Issuer will comply with such modifications to the extent advised by Bond Counsel so to do.

Section 5.11. Indemnification. THE BORROWER SHALL INDEMNIFY THE TRUSTEE OR ANY PREDECESSOR TRUSTEE AND THEIR AGENTS FOR, AND TO HOLD THEM HARMLESS AGAINST, ANY AND ALL LOSS, DAMAGE, CLAIMS, LIABILITY OR EXPENSE, ARISING OUT OF OR IN CONNECTION WITH THE ACCEPTANCE OR ADMINISTRATION OF THE TRUST OR TRUSTS HEREUNDER, INCLUDING THE COSTS AND EXPENSES OF DEFENDING ITSELF AGAINST ANY CLAIM (WHETHER ASSERTED BY THE BORROWER, OR ANY HOLDER OR ANY OTHER PERSON) OR LIABILITY IN CONNECTION WITH ENFORCING THE PROVISIONS OF THIS SECTION, EXCEPT TO THE EXTENT THAT SUCH LOSS, DAMAGE, CLAIM, LIABILITY, OR EXPENSE IS DUE TO SUCH TRUSTEE'S NEGLIGENCE OR WILLFUL MISCONDUCT. This Section 5.11 shall survive the termination and discharge of this Indenture and the resignation and removal of the Trustee.

Section 5.12. Program Investment. The proceeds of the Bonds are to be used to finance the Development. With respect to the Bonds, (a) at least ninety-five percent (95%) of all obligations acquired with the proceeds of the Bonds, by amount of cost outstanding, will be loans to a substantial number of persons representing the general public, loans to exempt persons, or loans to provide housing and related facilities, or any combination of the foregoing; (b) at least ninety-five percent (95%) of all amounts received by the Issuer with respect to the Bonds will be used for one or more of the following purposes: to make loans to provide housing, to pay the principal of or interest on otherwise to service the debt on the Bonds, to reimburse the Issuer or to pay for administrative costs of issuing such obligations, or to redeem or retire such Bonds of the

Issuer at the next earliest possible date of redemption; and (c) any person or any related party, as defined in section 1.150-1 of the Treasury Regulations, as amended, from whom the Issuer may acquire obligations, shall not, pursuant to an arrangement, formal or informal, purchase the Issuer's bonds in an amount related to the amount of the obligations to be acquired from such person by the Issuer.

ARTICLE 6

FUNDS AND ACCOUNTS

Section 6.1. Trust Funds Pledged and Assigned to the Trustee. All payments, revenues, and income receivable by the Issuer under the Financing Agreement, the Bond Purchase and Funding Agreement, and Bond Loan Note and pledged and assigned by this Indenture to the Trustee, together with the balance of the Trust Estate, are to be paid directly to the Trustee and, subject to the provisions of Section 9.6 hereof, deposited by it in the Funds and the Accounts described in this Article 6 and held in trust for the purposes set forth herein, and, except as otherwise provided herein, shall not be subject to any lien, levy, garnishment, or attachment by any creditor of the Issuer or the Borrower nor shall they be subject to any assignment or hypothecation by the Borrower. Moneys on deposit in the Funds and the Accounts described in this Article 6 shall be maintained and administered by the Trustee in trust, and pending application in accordance with the provisions of this Article 6 shall be subject to a lien and charge in favor of the Holders until applied as hereinafter provided. The Trustee shall at all times maintain accurate records of deposits into and withdrawals from and transfers among such Funds and the day of receipt of such deposits, withdrawals, and transfers. In addition, each Fund shall constitute a segregated trust account or accounts maintained by the Trustee, segregated from all other funds of the Trustee, and shall be established in the name of the Trustee (or the Borrower, as may be applicable), as trustee for the Bonds. The Trustee shall not deposit into such Funds any moneys other than as provided in this Indenture or the Financing Agreement.

Section 6.2. Development Fund; Disbursement of Development Funds. (1) A special trust fund is hereby created by the Trustee and designated the Development Fund. The proceeds of the Bonds, less any amounts used for Costs of Issuance, and any other amounts deposited by the Borrower for deposit therein shall be paid to the Trustee on the Bond Closing Date for deposit in the Development Fund.

(2) Intentionally omitted.

(3) Upon satisfaction of the requirements of this Section 6.2 and receipt from the Borrower of (a) a written requisition in the form of *Exhibit A* hereto and (b) written consent to such disbursement by the Bond Owner, which consent shall not be unreasonably withheld, the Trustee shall promptly withdraw and disburse all amounts requested in such requisition from funds in the Development Fund to the Borrower.

(4) Neither the Trustee nor the Issuer shall be responsible for the application by the Borrower of moneys disbursed to the Borrower (if any money is disbursed thereto) in accordance with this Section 6.2.

(5) All requisitions in the form provided by this Indenture and all other statements, orders, certifications, and approvals received by the Trustee, as required by this Article as conditions of payment from the Development Fund, may be conclusively relied upon by the Trustee, and shall be retained by the Trustee, subject at all reasonable times to examination by the Borrower, the Issuer, the Bond Owner, and the agents and representatives thereof.

(6) Without duplication of the terms and requirements of the Financing Agreement and of the Bond Purchase and Funding Agreement, all costs incurred in connection with the requisition and disbursement of funds from the Development Fund, including but not limited to the cost of the Construction Consultant and updates to the Title Insurance Policy, shall be paid by the Borrower.

(7) On or after the satisfaction of the Conditions to Conversion and the occurrence of the Lease Stabilization, all amounts remaining on deposit in the Development Fund that are not proceeds of the Bonds shall be paid to the Borrower, upon receipt by the Trustee of a certificate from the Representative certifying what amount on deposit in the Development Fund are not proceeds of the Bonds. If Lease Stabilization does not occur by the Amortization Period Commencement Date, or on such earlier date as the Borrower (with written concurrence of the Bond Owner) advises the Trustee, no further draws will be made from the Development Fund as provided for in Section 4.1(3) hereof, all amounts remaining on deposit in the Development Fund representing proceeds of the Bonds shall be transferred to the Bond Fund and used to redeem Bond in accordance with Section 4.1(3) hereof within ninety (90) days.

Section 6.3. Revenue Fund. A special trust fund is hereby created by Trustee and designated the Revenue Fund.

(1) *Deposits to the Revenue Fund.* All Basic Payments under the provisions of the Financing Agreement and the Bond Loan Note are assigned by the Issuer to the Trustee pursuant to this Indenture for monthly deposit to the Revenue Fund.

(2) *Uses of Revenue Fund.* Provided no Event of Default has occurred and is continuing, funds on deposit in the Revenue Fund shall be withdrawn and distributed on the first Business Day of each calendar month by the Trustee as follows:

(A) From the Bond Closing Date to and including the Amortization Period Commencement Date:

FIRST: to the Principal Account of the Bond Fund in an amount equal to the principal or redemption price, if any, and then to the Interest Account of the Bond Fund, the interest on Bond to become due on the next Payment Date;

SECOND: to the Rebate Fund, the amount calculated as due with respect to a particular Bond Year by the Rebate Analyst;

THIRD: to the Trustee, the amount of its Ordinary Fees and Expenses then due, if any; then to the Issuer, the amount of its Issuer Fees then due, if any; and then to the Trustee, the Rebate Analyst Fee as well as any other reasonable fees and expenses of the Rebate Analyst as billed and due for its services hereunder; and

FOURTH: to the Trustee, the Additional Charges of the Trustee which have not been paid pursuant to Section 4.3 of the Financing Agreement;

(B) On and after the Amortization Period Commencement Date:

FIRST: to the Principal Account of the Bond Fund in an amount equal to the principal (including mandatory sinking fund redemptions) of, and then to the Interest Account of the Bond Fund, the interest on the Bonds to become due on the next Payment Date, *provided* that in the month next preceding each Payment Date, sufficient amounts shall be transferred to the Bond Fund pursuant to Section 6.4 hereof on the Business Day next preceding such Payment Date so that the aggregate amount on deposit in the Bond Fund is equal to, but not in excess of, the next required payment of principal (including sinking fund redemption) of and interest on the Bonds and provided, further, that when the amount in the Bond Fund is equal to the next required payment of principal (including mandatory sinking fund redemptions) of and interest on the Bonds, no further transfers to the Bond Fund for purposes of debt service on Bond shall be required until the monthly distribution date next following the related Payment Date;

SECOND: to the Rebate Fund, the amount calculated as due with respect to a particular Bond Year by the Rebate Analyst;

THIRD: to the Trustee, the amount of its Ordinary Fees and Expenses then due, if any; then, to the Issuer, the amount of its Issuer Fees then due, if any; and then to the Rebate Analyst, the reasonable fees and expenses, if any, as billed and due to it for services hereunder; and

FOURTH: to the Additional Charges of the Trustee which have not been paid pursuant to Section 4.3 of the Financing Agreement.

On September 15 of each year (or such other time as approved by Bond Owner) and provided that sufficient amounts have been deposited through September 1 of that same year in the Revenue Fund to enable the Trustee to make all deposits (or arrears in deposits) and payments required above, amounts on deposit in the Revenue Fund shall be withdrawn and disbursed by the

Trustee to the Borrower or at the Borrower's request may be used as a credit against its payment obligations under the Bond Loan Note.

Section 6.4. Bond Fund. A special trust fund is hereby created by the Trustee and designated the Bond Fund, which shall contain (i) the Interest Account, (ii) the Principal Account, and (iii) the Redemption Account.

(1) *Interest Account.* The Trustee shall deposit to the Interest Account moneys transferred from the Revenue Fund as provided in Section 6.3 hereof. Moneys in the Interest Account shall be used to pay interest on the Bonds as due. The Trustee shall also deposit to the Interest Account the proceeds, if any, from the Bonds to be used for capitalized interest.

(2) *Principal Account.* The Trustee shall deposit to the Principal Account moneys transferred from the Revenue Fund as provided in Section 6.3 hereof. Moneys in the Principal Account shall be used to pay principal of and mandatory sinking fund redemptions on the Bonds when due.

(3) *Redemption Account.* The Trustee shall deposit to the Redemption Account any amounts of funds transferred or deposited to effect redemption (other than mandatory sinking fund redemption) of Bond pursuant to Article 4 hereof. Moneys on deposit in the Redemption Account shall be used for redemption (other than mandatory sinking fund redemption pursuant to Section 4.1(5) hereof) of Bond pursuant to the provisions of Article 4 hereof.

Section 6.5. Deposit of Funds with Paying Agent. (1) If the Trustee is not the Paying Agent, the Trustee shall transfer and remit sums from the Bond Fund to the Paying Agent, on or before the Business Day immediately prior to each Payment Date or Maturity Date, from the balance then on hand in the Bond Fund, sufficient to pay all principal, interest and redemption premiums then due on the Bonds. The Paying Agent shall hold in trust for the Holders of such Bond all sums so transferred to it until paid to such Holders or otherwise disposed of as herein provided.

(2) The Trustee will cause any Paying Agent which is not the Trustee to execute and deliver to it an instrument in which such Paying Agent shall agree with the Trustee, subject to the provisions of this Section 6.5, that such Paying Agent will:

(A) hold all sums held by it for the payment of principal of (and premium, if any) or interest on Bond in trust for the benefit of the Holders of such Bond until such sums shall be paid to such Holders or otherwise disposed of as herein provided; and

(B) at any time during the continuance of any default in the making of any such payment of principal (and premium, if any) or interest, upon the written request of the Trustee forthwith pay to the Trustee all sums so held in trust by such Paying Agent. The

Trustee, acting as Paying Agent, shall also be bound by the terms of the foregoing requirements.

Section 6.6. Rebate Fund; Rebate Amount.

(a) The Trustee shall maintain the Rebate Fund, for the benefit of all persons who are or have at any time been holders of the Bonds, at all times prior to the final payment of the United States of America of the amounts described in Subsection (c) of this Section which funds shall not be part of the trust estate established hereunder. The money deposited to the Rebate Fund, together with all investments thereof and investment income therefrom, shall be held in trust separately and apart from the other funds held under the Indenture and applied solely as provided in this Section, unless in the opinion of Bond Counsel failure to make such application will not adversely affect any exclusion from gross income of interest on the Bonds under the Code.

(b) The Trustee shall deposit or transfer to the credit of the account of the Rebate Fund each amount delivered to the Trustee by the Borrower for deposit thereto and each amount directed by the Borrower in writing to be transferred thereto. The Trustee shall credit all earnings and debit all losses from the investment of money held for the account of the Rebate Fund to such fund.

(i) Within 30 days after each Computation Date, the Trustee, on behalf of the Issuer, shall withdraw from the Rebate Fund and pay to the United States of America the appropriate portion of the Rebate Amount (determined by the Rebate Analyst on behalf of the Borrower) in the installments, to the place and in the manner required by Section 148(f) of the Code, the Regulations, and rulings thereunder as instructed by the Borrower or its legal counsel and as provided in subsection (iii) below.

(ii) Within five days after receipt from the Borrower or the Rebate Analyst of written notification of any amount due to the United States of America pursuant to Section 1.148-3(h) of the Regulations accompanied by relevant IRS forms including IRS Form 8038-T, the Trustee shall withdraw from the Rebate Fund an amount which when added to all prior payments to the United States of America equals the correct appropriate portion of the Rebate Amount, plus any penalties and interest and pay such correction amount to the United States of America.

(iii) All payments to the United States of America pursuant to this Subsection shall be made by the Trustee for the account and in the name of the Issuer and shall be paid by draft posted by certified United States Mail (return receipt requested), addressed to the appropriate Internal Revenue Service Center (and, if appropriate, accompanied by the relevant Internal Revenue Service Form, such as Form 8038-T or such other statements, explanations or forms required pursuant to the Regulations or other Internal Revenue Service promulgations).

(c) The Trustee shall preserve all statements, forms, and explanations received from the Borrower or the Issuer pursuant to this Section and all records of transactions in the Rebate Fund until six years after the discharge of the Bonds.

(d) The Trustee may conclusively rely on the information provided, instructions of and forms prepared by the Borrower or the Rebate Analyst with regard to any actions to be taken by it, including payments to be made, pursuant to this Section and shall have no liability for any consequences of any failure of the Borrower to supply accurate or sufficient instructions or to compute correctly any payment due pursuant to this Section. The Trustee shall have no responsibility or duty to perform any rebate calculation or to expend its own funds to make any rebate payments.

(e) If at any time during the term of this Indenture the Borrower, the Issuer or the Trustee desires to take any action which would otherwise be prohibited by the terms of this Section, such Person shall be permitted to take such action if it shall first obtain and provide at the expense of the Borrower to the other Persons named herein an opinion of Bond Counsel to the effect that such action shall not adversely affect the exclusion of interest on the Bonds from gross income of the owners of any Bond for Federal income tax purposes and shall be in compliance with the laws of the State.

(f) Notwithstanding any provision of the Bond Documents and unless otherwise specifically agreed to in a separate written agreement, the Trustee shall not be liable or responsible for any method of calculation, or any calculation or determination which may be required in connection with or for the purpose of complying with Section 148 of the Code or any successor statute or any regulation, ruling, or other judicial or administrative interpretation thereof, including, without limitation, the calculation of amounts required to be paid the United States of America or the determination of the maximum amount which may be invested in “nonpurpose investments” having a higher yield than the yield on the Bonds, in connection with any such investments. The method of calculation, calculation and determination required by Section 148 of the Code shall be accomplished by a Rebate Analyst engaged by the Borrower. The Trustee shall not be liable or responsible for the negligence or misconduct of the Rebate Analyst. The Trustee shall not be liable or responsible for monitoring the compliance by the Borrower or the Issuer of any of the requirements of Section 148 of the Code or any applicable regulation, ruling, or other judicial or administrative interpretation thereof (except for the administrative functions described in this Section and in this Indenture), it being acknowledged and agreed that the sole obligation of the Trustee in this regard shall be (i) to invest the moneys received by the Trustee pursuant to the written instructions of the Borrower in the specific investments identified by the Borrower to make investments as otherwise provided herein and to disburse said moneys in accordance with the terms of this Indenture and (ii) to follow instructions contained in this Section and in this Indenture. The Trustee shall not be liable for the Bonds becoming “arbitrage bonds” within the meaning of the Code, as a result of investments it makes in compliance with the instructions it receives or pursuant to or in compliance with the terms of this Indenture.

(g) Any provision hereof to the contrary notwithstanding, amounts credited to the Rebate Fund shall be free and clear of any lien hereunder.

Section 6.7. Mortgage Recovery Fund. (1) The Trustee shall establish and maintain a special trust fund separate from any other Fund established and maintained hereunder designated as the Mortgage Recovery Fund.

(2) In the event there is damage, destruction, or Condemnation of the Development, the Recovery Proceeds shall be deposited in the Mortgage Recovery Fund and shall be disbursed in the following order of priority: (a) to pay or reimburse the Borrower for the costs of repairing or replacing the Development subject to the requirements provided in paragraph (6) below; (b) to the extent required or permitted by the Financing Agreement, or if the Borrower fails to comply with the requirements of paragraph (6) below, to redeem Bonds, in whole or in part, or to pay the principal of and interest on the Bonds upon the acceleration of the maturity thereof; (c) to make payments of principal and interest on the Bonds; and (d) to pay Additional Charges. The Trustee's use of Recovery Proceeds is further subject to the provisions of paragraph (4) below.

(3) In the event of a foreclosure of the Bond Loan Mortgage, the Net Foreclosure Proceeds realized from the foreclosure sale shall be deposited in the Mortgage Recovery Fund and shall be withdrawn and disbursed by the Trustee to: (a) redeem the Bonds, in whole; (b) make payments of principal and interest on the Bonds or other amounts due under the Bond Loan Documents; or (c) pay Additional Charges. The Trustee's use of Net Foreclosure Proceeds pursuant to clause (C) is subject to the provisions of paragraph (6) below.

(4) Moneys in the Mortgage Recovery Fund shall be transferred by the Trustee to the Bond Fund to pay principal of, premium and interest on the Bonds when due to the extent funds are not otherwise available to make payment on the Bonds when due.

(5) In the event moneys (other than Recovery Proceeds) are deposited in the Mortgage Recovery Fund pursuant to the Bond Loan Mortgage, such moneys shall be disbursed in the manner set forth in paragraph (3) above.

(6) (A) Amounts in the Mortgage Recovery Fund shall be applied to pay or reimburse the Borrower for the costs of repairing or replacing the Development only if the following conditions are satisfied:

(i) The Trustee shall have been furnished a written confirmation from the Bond Owner that the conditions contained in Section 7.12.4 of the Bond Purchase and Funding Agreement have been satisfied or waived;

(ii) The Borrower shall have provided a construction statement itemizing the full cost of the repair or restoration (the "*Construction Statement*");

(iii) The Recovery Proceeds to be deposited in the Mortgage Recovery Fund to pay for such repair or restoration must be sufficient to complete such repair or restoration as stated in the Construction Statement, or the Borrower must deposit in the Mortgage Recovery Fund the net difference prior to commencing repair or restoration;

(iv) Disbursements from the Mortgage Recovery Fund to pay the cost of such repair or restoration shall be made not more frequently than twice a month for restoration work completed and in place pursuant to the construction lending procedures and

conditions contained in Sections 4.1 and 4.2 of the Bond Purchase and Funding Agreement;
and

(v) The Borrower submits a written requisition in the form of *Exhibit A* hereto and the Bond Owner gives its written approval of such requisition as required by the Bond Purchase and Funding Agreement.

(B) All requisitions in the form attached as *Exhibit A* hereto and all other statements, orders, certifications, and approvals received by the Trustee, as required by this Article as conditions of payment from the Mortgage Recovery Fund, may be conclusively relied upon by the Trustee, and shall be retained by the Trustee, subject at all reasonable times to examination by the Borrower (so long as the Financing Agreement shall remain in force and effect), the Issuer, and the agents and representatives of each of them.

(C) In the event that the Borrower does not complete the repair or replacement of the Development in accordance with the terms and schedule set forth above and the Borrower is otherwise in default in its obligations with respect to the restoration as required by the Bond Loan Mortgage, if such failure continues to exist thirty (30) days after notice thereof from the Bond Owner to the Borrower, the Trustee shall either (1) disburse moneys in the Mortgage Recovery Fund, including retainage for the payment of costs of repairing or replacing the Development or (2) disburse moneys in the Mortgage Recovery Fund, each in accordance with written instructions from Bond Owner.

(D) Upon the completion of the repair or replacement of the Development (as evidenced by a certificate of the Borrower), the accumulated retainage shall be disbursed to the Borrower and the balance in the Mortgage Recovery Fund, shall be disbursed to the Borrower.

Section 6.8. [Reserved].

Section 6.9. Costs of Issuance Fund. A special trust fund is hereby created by the Trustee and designated the Costs of Issuance Fund (the “*Cost of Issuance Fund*”). There shall be deposited to the credit of the Costs of Issuance Fund on the Bond Closing Date the amount of proceeds of the Bonds, as applicable, set forth in the Closing Memorandum and the Costs of Issuance Deposit. The Trustee shall withdraw and disburse amounts in such Fund upon receipt of a written requisition in the form of *Exhibit A* hereto, with the written approval of the Bond Owner, to pay (or reimburse the Borrower for) Costs of Issuance. The Trustee shall not be liable for any losses, costs or expenses arising directly or indirectly from the Trustee’s reliance upon and compliance with such written direction.

Section 6.10. Interest Earned on Funds. The interest earned from the investment of money maintained and administered by the Trustee in each of the Funds and the Accounts created under this Article 6 (other than the Rebate Fund) shall inure to the benefit of the Borrower and shall be retained in such separate Fund or Account and applied as a credit against the payment next due into such separate Fund or Account.

Section 6.11. Final Balances. Upon the deposit by the Trustee of moneys sufficient to pay all principal of, premium, if any, and interest on the Bonds, and upon satisfaction of all claims against the Issuer hereunder and under the Bond Loan Documents, including any rebate obligation, and all fees, charges, and expenses of the Trustee, the Bond Registrar, the Issuer, and any Paying Agent which are properly due and payable hereunder or to be come due on or before the redemption or payment of the Bonds, or upon the making of adequate provisions for the payment of such amounts as permitted hereby, all moneys remaining in all Funds, except: (1) moneys necessary to pay principal of, premium, if any, and interest on the Bonds, or the redemption price of Bond due in accordance with Section 4.1(5) which moneys shall be held by the Trustee to be paid to the Holders; and (2) moneys, if any, set aside pursuant to Section 6.6. hereof, shall be remitted to the Borrower.

ARTICLE 7

INVESTMENTS

Section 7.1. Investments by the Trustee. (1) Moneys maintained hereunder by the Trustee in the Funds shall be invested by the Trustee in Permitted Investments upon the written direction of the Borrower (which direction may only be provided if no Event of Default is then continuing and is actually known to the Trustee and only if such Permitted Investment shall have been approved in writing by the Bond Owner; otherwise, if an Event of Default is then continuing and actually known to the Trustee, investments shall be made at the sole discretion of the Bond Owner) (which written direction shall specify the amount thereof to be so invested), in Permitted Investments. In the absence of written direction, moneys shall be held uninvested. The Trustee shall have no discretion for investing funds or advising parties on investing funds. The Trustee may invest funds in its own proprietary money market funds or deposit products. The Borrower and the Bond Owner, as the case may be, shall direct investments which mature on or before the Business Day immediately prior to the day such amounts are required and in the amounts required, to enable the Trustee to make payments due hereunder on the Bonds or otherwise, but in no event longer than one hundred and eighty (180) days (unless approved in writing by the Bond Owner). In this regard the Trustee may use its automatic cash management system.

(2) The Trustee shall sell and reduce to cash a sufficient portion of investments under the provisions of this Section whenever the cash balance in the Fund for which the investment was made is insufficient for its current requirements. Securities so purchased as an investment of money shall be held by the Trustee or its custodian, shall be registered in the name of the Trustee or the custodian or the nominee of either if registration is required, and shall be deemed at all times a part of the applicable Fund, and the interest accruing thereon and any profit realized from such investments shall be credited to the Fund from which the investment was made, subject to any transfer to another Fund as herein provided. Any loss resulting from such investment shall be charged to the Fund from which the investment was made, and in the event such loss reduces the amount held in such Fund below the amount required to be deposited in such Fund, the Trustee shall request the Borrower to transfer to the Trustee for deposit into such Fund the amount required to restore amounts in such Fund to the required amount. The Trustee shall not be liable for any loss (including depreciation of value) incurred from the purchase or sale of any investment in

accordance with directions given by the Borrower or the Bond Owner under this Section 7.1 or in accordance with subparagraph (1) above, except for any loss which has been finally adjudicated by court of competent jurisdiction in a final non-appealable judgment to have directly resulted from the negligence or willful misconduct of the Trustee or its employees. The Trustee shall not be held accountable for the Bonds being deemed “arbitrage Bond” if it makes investments pursuant to the instructions given to it in this Section 7.1.

(3) The Trustee may purchase from or sell to itself, or through any affiliated company, as principal or agent, securities herein authorized.

(4) Although the Issuer and the Borrower each recognizes that it may obtain a broker confirmation with respect to the investment of monies in any fund or account (or a written statement containing comparable information) at no additional cost, the Issuer and the Borrower hereby agree that confirmations of Permitted Investments are not required to be issued by the Trustee for any month in which a monthly statement is rendered. No statement need be rendered for any fund or account for any month if no activity occurred in such fund or account during such month.

(5) The Trustee may conclusively rely on the directions of the Borrower or the Bond Owner given as provided above as to the suitability, the legality and the compliance with the terms of this Indenture of the investments so directed.

Section 7.2. Computation of Balances in Funds. In computing the assets of any Fund established hereunder, investments and accrued but unpaid interest thereon shall be deemed a part thereof, and, such investments shall be valued at par value, or at the redemption price thereof, if then redeemable at the option of the obligor, whichever is lower.

Section 7.3. Downgrade of Investments. If any rating of a Permitted Investment during the term of this Indenture falls below such rating that is required pursuant to the definition of “Permitted Investments” then the Trustee shall within five Business Days after the downgrade of the rating of an investment is known to the Trustee as provided in Section 10.1(15) of this Indenture, notify the Borrower and the Bond Owner in writing of such downgrade. The Borrower shall within five (5) Business Days of the receipt of the downgrade notice from the Trustee, direct (with the written consent of the Bond Owner) the Trustee in writing to reinvest such downgraded investment in other Permitted Investments. The Trustee shall not have a duty or obligation to monitor the investment grade of any Permitted Investment.

ARTICLE 8

DISCHARGE OF LIEN

Section 8.1. Payment of Bond; Satisfaction, Defeasance, and Discharge of Bond, and Obligation to Holders. Whenever the conditions specified in either clause (A) or clause (B) of the

following subsection (1) and the conditions specified in the following subsections (2), (3), (4) and (5) to the extent applicable, shall exist, namely:

(1) either:

(A) all Bonds have become due and payable and all principal or premium, if any, and interest on the Bonds shall have been paid in full, or all Bonds have been canceled by the Trustee or delivered to the Trustee for cancellation, except for:

(i) Bonds for which funds have theretofore been deposited in trust or segregated and held in trust by the Paying Agent or the Trustee (even if thereafter repaid to the Issuer or discharged from such trust, as provided in Section 3.10 hereof); and

(ii) Bonds alleged to have been destroyed or lost which have been replaced or paid as provided in Section 3.7 hereof, and (1) which, prior to the satisfaction and discharge of this Indenture as hereinafter provided, have not been presented to the Paying Agent or the Trustee with a claim of ownership and enforceability by the Holder hereof, or (2) whose enforceability by the Holder thereof has been determined adversely to the Holder by a court of competent jurisdiction or other competent tribunal; or

(B) Borrower has paid or caused to be paid, as trust funds, to the Trustee cash and/or Permitted Investments of the type described in clause (i) of the definition of that term which do not permit the redemption thereof at the option of the issuer thereof, the principal of, premium, if any, and interest on which when due (or upon the redemption thereof at the option of the holder), will, without reinvestment, provide cash, which together with the cash, if any, deposited at the same time, shall be sufficient, to pay and discharge the entire indebtedness of the Bond (excluding any Bond described in clauses (i) and (ii) of paragraph (A) above) not theretofore canceled by the Trustee or delivered to the Trustee for cancellation at their stated maturity or redemption date, as the case may be (the “*Defeasance Collateral*”), and has made arrangements satisfactory to the Trustee for the giving of notice of redemption, if any, by the Trustee at the expense of the Borrower in the same manner as is provided by Section 4.2 hereof;

(2) the Borrower has paid, caused to be paid or made arrangements satisfactory to the Trustee and the Issuer for the payment of all other sums due and payable hereunder and under the Bond Loan Documents, including any rebate obligation, and any Issuer Fees;

(3) if discharge is to be effected under paragraph (B) of subsection (1), the Borrower has delivered to the Trustee and the Issuer a report of an Independent Accountant stating that the payments to be made on any securities, together with the cash, if any,

deposited pursuant to paragraph (B) of subsection (1) of this Section 8.1 will be sufficient to pay when due the principal of, premium, if any, and interest on the Bonds to be defeased;

(4) if discharge is to be effected under paragraph (B) of subsection (1) of this Section 8.1, an opinion of Bond Counsel is delivered to the Trustee and the Issuer stating in effect that such discharge will not impair the excludability of interest on the Bonds from gross income for federal income tax purposes and that all conditions to such discharge contained in this Indenture have been satisfied; and

(5) if discharge is to be effected under paragraph (B) of subsection (1) of this Section 8.1, the Borrower has delivered to the Trustee and the Issuer an opinion of Independent Counsel which opinion may contain, and be subject to, conditions, exceptions or qualifications as are then customarily included in such opinions, to the effect that (i) the Defeasance Collateral has been duly and validly assigned and delivered to the Trustee, (ii) the security interest of the Trustee for the ratable benefit of the Holders, with respect to Defeasance Collateral, is a first priority perfected security interest as security for payment of the Bonds, (iii) making the payment which accompanies such opinion would not constitute an avoidable preference under Section 547 of the Bankruptcy Code or under applicable state law in the event of a filing of a petition for relief under the Bankruptcy Code or such applicable state law by or against the Borrower, and (iv) the Defeasance Collateral would not be part of the bankrupt estate under Section 541 of the Bankruptcy Code or be subject to the automatic stay under Section 362 of the Bankruptcy Code in the event of a filing of a petition for relief under the Bankruptcy Code by or against the Borrower;

then, except as otherwise provided in Section 8.5 hereof, the rights of the Holders shall be limited to the cash or cash and securities deposited as provided in subsection (1)(A) or (1)(B) of this Section 8.1, the rights and interest hereby granted or granted by the Bond Loan Documents to or for the benefit of the Trustee or the Holders shall cease and terminate, and the Issuer and the Trustee shall, at the expense of the Borrower and upon the Borrower's request, execute and deliver such instruments of satisfaction and transfer as may be necessary, and forthwith the estate, right, title and interest of the Trustee and all rights under this Indenture and the Bond Loan Documents (except the moneys or securities or both deposited as required above and rebatable arbitrage and except as may otherwise be provided in Section 8.5 hereof) shall thereupon be discharged and satisfied; except that in any event the obligations of the Borrower under Sections 4.3, 5.2, 7.3, 8.15, and 8.17 of the Financing Agreement shall survive the termination and discharge of this Indenture and the resignation or removal of the Trustee.

Section 8.2. Cancellation of Surrendered Bond. The Issuer or the Borrower may at any time surrender to the Trustee for cancellation by the Trustee any Bond previously authenticated and delivered hereunder which the Issuer or Borrower acquired in any manner whatsoever, and such Bond, upon such surrender and cancellation, shall be deemed to be paid and retired.

Section 8.3. Payment of Bond. Any Bond shall be deemed paid if the conditions set forth in Section 8.1 hereof have been satisfied with respect thereto, even though other Bond may remain Outstanding.

Section 8.4. Application of Deposited Money. All money, securities, and income thereon deposited pursuant to Section 8.1 hereof for the purpose of paying the principal, premium, if any, and interest on Bond shall be applied by the Trustee solely for such purpose.

Section 8.5. Survival of Certain Provisions. Notwithstanding satisfaction of the conditions set forth in Section 8.1(1)(B) hereof, the provisions contained in Sections 5.9, 5.10, 6.6 and 10.2 hereof shall survive the termination and discharge of this Indenture and the resignation or removal of the Trustee pursuant to Section 8.1(1)(B) hereof.

ARTICLE 9

DEFAULT PROVISIONS AND REMEDIES

Section 9.1. Events of Default. Subject to the provisions of Section 9.10 hereof, each of the following events is hereby defined as and declared to be and to constitute an Event of Default (whatever the reason for such an Event of Default and whether it shall be voluntary or involuntary or be effected by operation of law or pursuant to any judgment, decree or order of any court or any order, rule, or regulation of any administrative or governmental body):

(1) Failure to make payment of any interest on any Outstanding Bond on the due date thereof; or

(2) Failure to make payment of the principal or redemption price of any Outstanding Bond, on the stated maturity thereof, on the date fixed for redemption thereof or upon acceleration, or failure to timely pay any redemption premium, if any, on the Bonds; or

(3) Failure to pay any other moneys required to be paid to the Trustee under the provisions of this Indenture and such default shall have continued for a period of five (5) days after written notice thereof, specifying such default, shall have been given by the Trustee to the Issuer and the Borrower, or to the Issuer, the Borrower and the Trustee by the Holders of not less than 25% in aggregate principal amount of the Bonds then Outstanding; or

(4) Failure by Issuer to perform or observe any other of the covenants, agreements, or conditions on the part of the Issuer contained in this Indenture or in the Bonds, and such default shall have continued for a period of thirty (30) days after written notice thereof given in the manner provided in clause (3) above; or

(5) The occurrence of any Event of Default under the Financing Agreement or under the Bond Purchase and Funding Agreement.

The Trustee shall provide the Bond Owner, the Holders, the Borrower, the Investor Limited Partner and all other notice parties pursuant to Section 13.6, and the Issuer written notice of any Event of Default actually known to it as provided in Section 10.3 hereof.

Section 9.2. Acceleration. If an Event of Default is then continuing, the Trustee shall upon written direction of the Bond Owner (which direction shall be provided at the option of the Bond Owner), by notice in writing delivered to the Issuer, the Investor Limited Partner and the Borrower (unless notice to Borrower is not required therefor in the Financing Agreement), declare the principal of all of the Bonds Outstanding and the unpaid interest accrued thereon immediately due and payable. The Trustee shall give notice of acceleration to Holders in the same manner as notice of redemption is given under Section 4.2 hereof (except as to the timing thereof) stating the accelerated date upon which the Bonds are due and payable, *provided* that the Trustee shall not be required to delay the effective date of acceleration until such notice is given. The Trustee shall have the right upon an Event of Default to file a proof of claim with the bankruptcy court on behalf of the Holders.

Section 9.3. Remedies. (1) During the continuance of an Event of Default, the Trustee shall only take such actions as the Bond Owner shall direct (subject to receipt of indemnity acceptable to it pursuant to Section 10.1 hereof) to enforce any and all rights available to the Issuer (other than the Unassigned Issuer's Rights) or Holders under this Indenture, the Financing Agreement, the Bond Regulatory Agreement, and the Bond Loan Mortgage or otherwise, and, in this regard, is specifically authorized to transfer funds from any Fund created pursuant to Article 6 hereof (except rebatable arbitrage whether or not deposited in the Rebate Fund), and moneys held in trust for the payment of principal, premium, redemption price, or interest with respect to the Bonds which has matured or otherwise become payable prior to such Event of Default to the Bond Fund for its use in paying principal and interest on the Bonds. The Bond Owner may take any such action for and on behalf of the Trustee.

(2) No remedy by the terms of this Indenture conferred upon or reserved to the Trustee (or the Holders) is intended to be exclusive of any other remedy, but each and every such remedy shall be cumulative and shall be in addition to any other remedy (i) given to the Trustee or to the Holders hereunder or (ii) now or hereafter existing at law or in equity or by statute.

(3) No delay or omission to exercise any right or power accruing upon any Event of Default shall impair any such right or power or shall be construed to be a waiver of any such Event of Default, or acquiescence therein; and every such right and power may be exercised from time to time and as often as may be deemed expedient.

(4) No waiver of any Event of Default hereunder, whether by the Trustee or the Holders, shall extend to or shall affect any subsequent Event of Default or impair any rights or remedies consequent thereon (and in any event no waiver of an Event of Default shall be effective unless joined in or consented to by the Bond Owner).

Section 9.4. Direction of Proceedings by Bond Owner. Anything in this Indenture to the contrary notwithstanding, but subject to the Unassigned Issuer's Rights, the Bond Owner shall

have the right, at any time, by an instrument or instruments in writing executed and delivered to the Trustee and subject to receipt by the Trustee of indemnity acceptable to it pursuant to Section 10.1 hereof, to direct the method, time, and place of conducting all proceedings to be taken in connection with the enforcement of the terms and conditions of this Indenture, the Financing Agreement, the Bond Regulatory Agreement, and the Bond Loan Mortgage or for the appointment of a receiver or any other proceedings hereunder, *provided* that such direction shall not be otherwise than in accordance with the provisions of law and of this Indenture, the Financing Agreement, the Bond Regulatory Agreement, and the Bond Loan Mortgage.

Section 9.5. Waiver of Stay or Extension Laws. Upon the occurrence of an Event of Default, to the extent that such rights may then lawfully be waived, neither the Issuer nor anyone claiming through it or under it shall or will set up, claim, or seek to take advantage of any appraisement, valuation, stay, extension, or redemption laws now or hereafter in force, in order to prevent or hinder the enforcement of this Indenture, but the Issuer, for itself and all who may claim through or under it, hereby waives to the extent that it lawfully may do so the benefit of all such laws and all right of appraisement and redemption to which it may be entitled under the laws of the State.

Section 9.6. Priority of Payment and Application of Moneys. All Bonds issued hereunder and secured hereby shall be equally and ratably secured by and payable from the Bond Fund, without priority of one Bond over any other, except as otherwise expressly provided herein. During the continuation of an Event of Default, all moneys collected pursuant to action taken under the Financing Agreement, the Bond Regulatory Agreement, or the Bond Loan Mortgage (other than sums payable directly to the Issuer in connection with Unassigned Issuer's Rights or deposited in the Rebate Fund), after payment of the costs and expenses (including court costs and reasonable attorneys' fees) of the proceedings resulting in the collection of such moneys (including any such costs and expenses incurred by the Issuer) and of the expenses, liabilities, and advances (*provided* that the Trustee shall not be required to make any advances, as set forth in Section 10.1(12) hereof) incurred or made by the Trustee, and any amounts needed to be deposited into the Rebate Fund, and after any other prior application of such moneys has been made as is required by law, or required or permitted by the Bond Loan Documents, shall be deposited in such Fund or Funds described in Article 6 hereof by the Trustee as directed by the Bond Owner; and all moneys in the Bond Fund and, except when otherwise required hereunder, any other Fund described in Article 6 hereof (except rebatable arbitrage, whether or not deposited in the Rebate Fund, Issuer Fees, and moneys held in trust for the payment of principal, premium, redemption price or interest with respect to Bond which have matured or otherwise become payable prior to such Event of Default) shall be applied as follows:

(1) Subject to further direction by the Bond Owner, unless the principal of all the Bonds shall have become or shall have been declared due and payable, all such moneys shall be applied:

FIRST: To reimburse and/or pay to the Trustee in full for costs, expenses, and fees (including, without limitation, all amounts payable as Additional Charges

pursuant to the Financing Agreement) not described in the first unnumbered paragraph of this Section 9.6; and

SECOND: To the payment to the persons entitled thereto of first all installments of interest and late payment charges, if any, then due on the Bonds other than interest which has become payable prior to such Event of Default and moneys for the payment of which are held in trust pursuant to the provisions of this Indenture, in the order of the maturity of the installments of such interest and, if the amount available shall not be sufficient to pay in full any particular installment, then to the payment ratably, according to the amounts due on such installment, to the persons entitled thereto, without any discrimination or privilege, and second unpaid principal on the Bonds which shall have become due (other than Bond which have matured or have otherwise become payable prior to such Event of Default and moneys for the payment of which are held in trust pursuant to the provisions of this Indenture) in the order of their due dates and, if the amount available shall not be sufficient to pay in full the unpaid principal on such Bond due on any particular due date, then to the payment ratably, according to the amount of principal due on such date, to the persons entitled thereto; and

THIRD: To reimburse and/or pay to the Issuer in full for the Issuer Fees and all other costs, expenses or fees (including, without limitation, all amounts payable as Additional Charges pursuant to the Financing Agreement) not described in the first unnumbered paragraph of this Section 9.6.

(2) If the principal of all Bonds shall have become due or shall have been declared due and payable, all such moneys shall be applied first, to reimburse and/or pay to the Trustee in full for costs, expenses, or fees (including, without limitation, all amounts payable as Additional Charges pursuant to the Financing Agreement) not described in the first unnumbered paragraph of this Section 9.6; second, to the payment of the principal, interest, and late payment charges, if any, on the Bonds, other than principal and interest which has become payable prior to such Event of Default and moneys for the payment of which are held in trust pursuant to the provisions of this Indenture, without preference or priority of principal over interest or of interest over principal, or of any installment of interest over any other installment of interest, or of any Bond over any other Bond ratably according to the amounts due respectively for principal and interest to the persons entitled thereto, without any discrimination or privilege; and third to reimburse and/or pay the Issuer for any Issuer Fees and all other costs, expenses, or fees (including, without limitation, all amounts payable as Additional Charges not described in the first unnumbered paragraph of this Section 9.6).

(3) If the principal of any Bond shall have been declared due and payable, and if such declaration shall thereafter have been rescinded and annulled for all Bonds under the provisions of this Article 9, then, subject to the provisions of paragraph (2) of this Section 9.6 in the event that the principal of any Bond shall later become due or be declared

due and payable, the moneys shall be applied in accordance with the provisions of paragraph (1) of this Section 9.6.

Whenever moneys are to be applied by the Trustee pursuant to the provisions of this Section 9.6, such moneys shall be applied by it at such times, and from time to time, as the Trustee shall determine, having due regard for the amount of such moneys available for application and the likelihood of additional moneys becoming available for such application in the future. Whenever the Trustee shall apply such funds, it shall (i) fix the date (which shall be a Payment Date unless it shall deem another date more suitable) upon which such application is to be made and upon such date interest on the amounts of principal to be paid on such dates shall cease to accrue and (ii) on or before such date set aside the moneys necessary to effect such application. The Trustee, at the expense of the Borrower, shall give to the Holders mailed notice of the deposit with it of any such moneys and of the fixing of any such date. Neither the Trustee nor any Paying Agent shall be required to make payment of principal or redemption premium to the Holder of any Bond until such Bond shall be presented to the Trustee for appropriate endorsement or for cancellation if fully paid.

Whenever all Bonds and premium and interest and late payment charges, if any, thereon have been paid or provided for under the provisions of this Section 9.6, all expenses and charges of the Trustee and the Issuer have been paid and rebatable arbitrage has been paid or provided for, any balance remaining shall be paid to the person entitled to receive the same pursuant to Section 6.11 hereof.

Section 9.7. Remedies Vested in the Trustee. All rights of action (including the right to file proof of claims) under this Indenture or under any of the Bonds may be enforced by the Trustee without the possession of any of the Bonds or the production thereof in any trial or other proceedings relating thereto, and any such suit or proceeding instituted by the Trustee shall be brought in its name as the Trustee without the necessity of joining as plaintiffs or defendants any Holders, and any recovery or judgment shall be for the equal benefit of the Holders of the Outstanding Bond. Trustee has and does hereby agree, subject to the provisions of Article 10 hereof (including without limitation the requirement that the Trustee be furnished with satisfactory indemnity), to follow the written directions of the Bond Owner in connection with all matters related to a Default or Event of Default. The Trustee may, but is not required to, delegate its rights to take action hereunder on a Default or Event of Default to the Bond Owner (as the Holder of the Outstanding Bonds) and the Trustee shall not be responsible for the acts or omissions of the Bond Owner in connection with any action so delegated.

Section 9.8. Rights and Remedies of Holders. No Holder shall have any right to institute any suit, action or proceeding in equity or at law for the enforcement of this Indenture or any Bond Loan Document or for the execution of any trust hereof or any remedy hereunder or thereunder or for the appointment of a receiver, unless: (i) a default thereunder shall have become an Event of Default and the Bond Owner shall have made written request to the Trustee; (ii) the Bond Owner shall have furnished indemnity satisfactory to the Trustee in its sole discretion as provided in Section 10.1 hereof; and (iii) the Trustee shall thereafter, after receipt of such request and offer of indemnity, fail or refuse to exercise within sixty (60) days the remedies hereunder granted, or to

institute such action, suit or proceeding in its own name. Such notification, request, and furnishing of indemnity are hereby declared in every such case at the option of the Trustee to be conditions precedent to the execution of the powers and trusts of this Indenture, and to any action or cause of action for the enforcement of this Indenture or any Bond Loan Document, or for the appointment of a receiver or for any other remedy hereunder; it being understood and intended that no one or more Holders shall have any right in or in any manner whatsoever to affect, disturb, or prejudice the lien of this Indenture or any Bond Loan Document, by its, his, her, or their action or to enforce any right thereunder except in the manner herein provided, and that all proceedings at law or in equity shall be instituted, had, and maintained in the manner herein provided and for the equal benefit of the Holders of all Bonds then Outstanding; *provided, however*, that nothing herein shall be construed to preclude any Holder from enforcing, or impair the right of any Holder to enforce, the payment by the Trustee of principal of, and interest and premium, if any, on any Bond of such Holder at or after its date of maturity, if and to the extent that such payment is required to be made to such Holder by the Trustee from available funds in accordance with the terms hereof. In addition to the foregoing, if an Event of Default is then continuing and the time for payment of the Bonds has accelerated pursuant to the terms hereof, upon the written request of Bond Owner, in consideration of the satisfaction of the obligation of Issuer to pay the Bonds to the Bond Owner, the Issuer (and/or Trustee, as applicable) shall assign the Bond Loan (including the Financing Agreement, the Bond Loan Note, and the Bond Loan Mortgage) to Bond Owner (or their designee).

Section 9.9. Termination of Proceedings. In case the Trustee shall have proceeded to enforce any right under this Indenture or any Bond Loan Document by the appointment of a receiver, by entry and possession, or otherwise, and such proceedings shall have been discontinued or abandoned for any reason, or shall have been determined adversely to the Trustee, then and in every such case the Issuer and the Trustee shall be restored to their former positions and rights hereunder with respect to the property herein conveyed, and all rights, remedies, and powers of the Trustee shall continue as if no such proceedings had been taken.

Section 9.10. Waiver of an Event of Default. The Trustee shall waive any Event of Default hereunder and its consequences and rescind any declaration of acceleration of maturity or principal, upon written direction of the Bond Owner.

ARTICLE 10

THE TRUSTEE

Section 10.1. Acceptance of the Trustee. The Trustee, prior to the occurrence of an Event of Default and after the curing of all Events of Default that may have occurred, undertakes to perform such duties and only such duties as are specifically set forth in this Indenture; and no implied covenants or obligations shall be read into this Indenture against the Trustee. The Trustee shall not be answerable for other than its negligence or willful misconduct. In case an Event of Default has occurred, the Trustee agrees to follow the written instructions of the Bond Owner as provided herein, subject to the following express terms and conditions, and shall be accountable only for the negligent failure to follow such instructions. In the absence of such instructions during the continuance of an Event of Default, the Trustee agrees to exercise such of the rights and powers

vested in it by this Indenture, and use the same degree of care in their exercise as a prudent person would exercise or use under the circumstances in the conduct of his or her own affairs, but in any event, subject to the following express terms and conditions:

(1) The Trustee may execute any of the trusts or powers hereof and perform any of its duties by or through attorneys, accountants, agents, receivers, depositaries, or employees, and shall not be liable for any misconduct or negligence on the part of any such attorneys, accountants, agents, receivers, or depositaries appointed with due care, and shall be entitled to obtain and rely on the advice of counsel concerning all matters of trusts hereof and duties hereunder, and may in all cases pay such reasonable compensation to any attorney, accountant, agent, or receiver retained or employed by it in connection herewith and shall be entitled to reimbursement from the Borrower for such payment. The Trustee may act upon the opinion or advice of any attorney, surveyor, engineer, or accountant selected by it in the exercise of reasonable care or, if selected or retained by the Issuer, acceptable to the Trustee in the exercise of such care, *provided* that the only legal advice or opinion that the Trustee may rely upon for purposes of securing advice or an opinion relating to the excludability from gross income for federal income tax purposes of interest on the Bonds is advice or an opinion given by Bond Counsel. The Trustee shall not be responsible for any loss or damage resulting from any action in good faith in reliance upon such opinion or advice.

(2) The Trustee shall not be responsible for any recital herein, or in the Bonds or for the investment of moneys as herein provided (except as provided in Section 7.1 or Section 7.3 hereof), or for collecting any property insurance proceeds, or for the validity of the execution by the Issuer of this Indenture, or of any supplemental indentures or instruments of further assurance, or for the sufficiency of any security for the Bonds, or for the value, condition, sufficiency or title of the property herein conveyed, if any, or otherwise as to the maintenance of the security hereof; except that in the event the Trustee enters into possession of a part or all of the property conveyed pursuant to any provisions of this Indenture or the Bond Loan Mortgage, it shall use due diligence in preserving such property. The Trustee makes no representation as to the technical or financial feasibility of the Development, the compliance of the Development with the Act, or the tax-exempt status of the Bonds. The Trustee shall have no duty to analyze or review any financial report received by the Trustee or express any opinion or make any representation concerning the contents of any financial report or official statement and shall have no responsibility for the contents or accuracy of such reports or official statement or for any statements in the recitals contained herein or in any of the Bond Documents. The Trustee may, but shall be under no duty to, require of the Borrower full information and advice as to the performance of the covenants, conditions, and agreements in the Financing Agreement, the Bond Regulatory Agreement, and the Bond Loan Mortgage as to the condition of any Mortgaged Property and the performance of all other obligations thereunder.

(3) The Trustee shall not be accountable for the use or application of any of the Bonds or the proceeds thereof, the sufficiency of said proceeds to accomplish the intended

objective of the financing, or for the use or application of any money paid over by the Trustee in accordance with the provisions of this Indenture or for the use and application of money received by any Paying Agent. The Trustee may become the owner of Bond secured hereby with the same rights it would have if it were not the Trustee.

(4) The Trustee may request (at the expense of the Borrower), conclusively rely on, and shall be protected in acting in good faith, absent negligence or willful misconduct, upon any written notice, order, requisition, request, consent, certificate, opinion (including an opinion of Independent Counsel or Bond Counsel), affidavit, letter, telegram, or other paper or document believed by it in good faith to be genuine and correct and to have been signed or sent by the proper person or persons, not only as to due execution, validity and effectiveness, but also as to the truth and accuracy of information contained therein, and the Trustee shall be under no duty to make an investigation or inquiry into any statement contained therein. In the absence of bad faith on its part, the Trustee may conclusively rely, as to the truth of the statements and the correctness or the opinions expressed therein, upon certificates or opinions furnished to the Trustee that conform to the requirements of this Indenture. Any action taken by the Trustee pursuant to this Indenture upon the request or authority or consent of any person who at the time of making such request or giving such authority or consent is the Holder of any Bond, shall be conclusive and binding upon all future Holders of the same Bond and upon any Bond issued in exchange therefor, upon transfer thereof, or in place thereof.

(5) As to the existence or non-existence of any fact or as to the sufficiency or authenticity of any instrument, paper, or proceeding, the Trustee shall be entitled to rely upon a certificate of the Issuer signed by its Representative as sufficient evidence of the facts stated therein as the same appear from the books and records under the Secretary's (or other duly authorized officer of the Issuer for the purposes of holding custody and control of the Issuer's books and records) custody or control or are otherwise known to such officer. The Trustee may accept a certificate of the Secretary (or other duly authorized officer of the Issuer for the purposes of holding custody and control of the Issuer's books and records) of the Issuer to the effect that a motion, resolution, or ordinance in the form therein set forth has been adopted by the governing body of the Issuer as conclusive evidence that such motion or resolution has been duly adopted, and is in full force and effect, and may accept such motion, resolution, or ordinance as sufficient evidence of the facts stated therein and the necessity or expediency of any particular dealing, transaction or action authorized or approved thereby, but may secure such further evidence deemed necessary or advisable, but shall in no case be bound to secure the same.

(6) The Trustee shall not be personally liable for any debts contracted or for damages to persons or to personal property injured or damaged, or for salaries or nonfulfillment of contracts during any period in which it may be in possession of or managing the real and tangible personal property as in this Indenture provided.

(7) At any and all reasonable times, the Trustee, and its duly authorized agents, attorneys, experts, engineers, accountants, and representatives, shall have the right, but not

the responsibility or duty, fully to inspect any and all of the property comprising the Mortgaged Property, and all books, papers, and records of the Issuer pertaining to the Mortgaged Property and the Bonds, and to photocopy such memoranda from and with regard thereto as may be desired.

(8) The Trustee shall not be required to give any bond or surety with respect to the execution of said trusts and powers or otherwise with respect to the premises.

(9) Notwithstanding anything contained elsewhere in this Indenture, the Trustee shall have the right, but shall not be required, to demand, with respect to the authentication of any Bond, the withdrawal of any cash, other than as required expressly by the terms hereof, the release of any property or any action whatsoever within the purview of this Indenture, any showings, certificates, opinions (including opinions of Independent Counsel), appraisals, environmental reports, or other information, or corporate action or evidence thereof, in addition to that by the terms hereof required as a condition of such action by the Trustee, deemed desirable for the purpose of establishing the right of the Issuer to the authentication of any Bond, the withdrawal of any cash, the release of any property, or the taking of any other action by the Trustee.

(10) The Issuer shall not be liable for the payment of sums due hereunder or for providing for the indemnification of the Trustee.

(11) Notwithstanding any provision of this Indenture to the contrary, before taking any action hereunder, the Trustee may require that it be furnished indemnity satisfactory to it for the reimbursement of all costs and expenses to which it may be put and to protect it against all liability (except liability which is finally adjudicated to have directly resulted from the negligence or willful misconduct of the Trustee) by reason of any action so taken by the Trustee.

(12) No provision of this Indenture or any Bond Loan Document shall require the Trustee to expend or risk its own funds, make advances, or otherwise incur any liability in the performance of any of its duties, or the exercise of its rights and powers hereunder. The Trustee shall not be required to make any disbursement of funds until having collected funds.

(13) Notwithstanding anything to the contrary contained in this Indenture, in the event the Trustee is entitled or required to commence an action or otherwise exercise remedies to acquire control or possession of any or all of the Development under, but not limited to, the provisions of the Bond Loan Mortgage, the Trustee shall not be required to commence any such action or exercise any such remedy if the Trustee has determined in good faith that it may incur liability under an Environmental Law (as defined below) as the result of the presence at, or release on or from the Development of any Hazardous Substances unless the Trustee has received security or indemnity, from a person, in an amount and in a form all satisfactory to the Trustee in its sole discretion, protecting the Trustee from all such liability. To determine if it may incur liability under an

Environmental Law, the Trustee, with the written consent of the Bond Owner (which consent shall not be unreasonably withheld) may obtain an appropriate environmental study with respect to the Development. The term “*Environmental Laws*” shall mean all federal, state, and local environmental, land use, zoning, health, chemical use, safety and sanitation laws, statutes, ordinances, and codes relating to the protection of the environment or governing the use, storage, treatment, generation, transportation, processing, handling, production, or disposal of Hazardous Substances and the rules, regulations, policies, guidelines, interpretations, decisions, orders, and directives of federal, state, and local governmental agencies and authorities with respect thereto.

(14) The Trustee is under no obligation to monitor the receipt of rents by the Borrower or otherwise monitor the compliance by the Borrower of any of its covenants contained herein, the Financing Agreement, or the Bond Regulatory Agreement, except as may be expressly provided herein and therein.

(15) The Trustee shall not be deemed to have notice of any Event of Default under Section 9.1(4) or 9.1(5) or a downgrade of a Permitted Investment under Section 7.3 hereof unless the Trustee shall be specifically notified in writing of such Event of Default or downgrade by the Issuer, the Bond Owner, the Borrower, or the Holders of at least fifty-one percent (51%) in aggregate principal amount of Bonds Outstanding, delivered to the Trustee at the Principal Office of the Trustee, and, in the absence of such notice so delivered, the Trustee may conclusively assume there is no such Event of Default or downgrade.

(16) The Trustee will not be liable for any error in judgment made in good faith by a Responsible Officer, unless it is proven that the Trustee was negligent in ascertaining the pertinent facts.

(17) Unless expressly provided in this Indenture, the Bond Regulatory Agreement, or in the Bond Loan Mortgage, the Trustee does not have a duty or obligation to ascertain or inquire as to the performance or observance of any covenants, conditions, or agreements on the part of the Issuer or on the part of the Borrower in such agreements.

(18) The permissive rights of the Trustee under this Indenture shall not be construed as obligations or duties of the Trustee.

(19) The Trustee shall have the right, but not the obligation, to act as directed by the Bond Owner, and shall not be liable for any action taken or omitted to be taken in good faith in accordance with the direction of the Bond Owner.

(20) The Trustee shall be paid reasonable fees and expenses and shall have the right to increase its fees as the cost of business dictates, as negotiated with the Borrower. The Trustee’s right to compensation, immunities and protection from liability hereunder will survive its resignation or removal and the final payment or defeasance of the Bonds.

(21) In no event shall the Trustee be responsible or liable for special, indirect, punitive or consequential loss or damage of any kind whatsoever (including, but not limited to, loss of profit) irrespective of whether the Trustee has been advised of the likelihood of any such loss or damage and regardless of the form of action.

(22) The Trustee shall not be liable or responsible for the failure of the Borrower to maintain insurance on the Development as provided in the Financing Agreement, nor shall it be responsible for any loss due to the insufficiency of such insurance or by reason of the failure of any insurer to pay the full amount of any loss against which it may have insured to the Issuer, the Borrower, the Trustee or any other person.

(23) The Trustee shall not be responsible or liable for any failure or delay in the performance of its obligations under this Indenture arising out of or caused by circumstances beyond its control, including without limitation, any act or provision of any law or regulation or governmental authority; acts of God; earthquakes; fires; floods; wars; terrorism; civil or military disturbances or unrest; sabotage; epidemics; pandemics; riots; interruptions, loss or malfunctions of utilities, or communications service; accidents; labor disputes; acts of civil or military authority or governmental actions; cyberattacks on bank systems; or the unavailability of the Federal Reserve Bank wire or telex or other wire or communication facility.

(24) The Trustee will not be liable for any act or omission as long as it acts in good faith when the Trustee reasonably believes the act or omission is authorized and within its powers under this Indenture.

(25) The Trustee agrees to accept and act upon instructions or directions pursuant to this Indenture sent in writing or by Electronic Means, provided, however, that such instructions or directions shall be signed by an Authorized Representative. If the Issuer elects to give the instructions by Electronic Means, the Trustee may deem such instructions controlling. The Trustee shall not be liable for any losses, costs or expenses arising directly or indirectly from the Trustee's reliance upon and compliance with such instructions notwithstanding such instructions conflict or are inconsistent with a subsequent written instruction. The Issuer agrees to assume all risks arising out of the use of such Electronic Means to submit instructions and directions to the Trustee, including without limitation the risk of the Trustee acting on unauthorized instructions, and the risk of interception and misuse by third parties.

Section 10.2. The Trustee's Fees, Charges, and Expenses. (1) The Trustee and any Paying Agent shall be entitled to payment and/or reimbursement for Ordinary Fees and Expenses and, following the occurrence of an Event of Default, all advances, counsel fees, and other expenses reasonably made or incurred by the Trustee in and about the execution of the trusts created by this Indenture in connection with any Event of Default or Default and in and about the exercise and performance of the powers and duties of the Trustee hereunder in connection with any Event of Default or Default and for the reasonable and necessary costs and expenses incurred in defending any liability in the premises of any character whatsoever (unless such liability is finally adjudicated

to have directly resulted from the negligence or willful misconduct of the Trustee or Paying Agent) in connection with such Event of Default or Default. In this regard, provisions have been made in Section 4.3 of the Financing Agreement for the payment of said fees, advances, counsel fees, costs, and expenses, and reference is hereby made to the Financing Agreement for the provisions so made; and the Issuer shall not otherwise be liable for the payment of such sums.

(2) Intentionally omitted.

(3) The compensation of the Trustee shall not be limited by any provision of law which limits the compensation of a Trustee of an express trust.

(4) When the Trustee incurs expenses or renders services in connection with any bankruptcy or insolvency proceeding, such expenses (including the fees and expenses of its counsel) and the compensation for such services are intended to constitute expenses of administration under any bankruptcy law or law relating to creditors rights generally.

Section 10.3. Notice to Holders of Default. The Trustee (at the written direction of the Bond Owner) or, in the alternative, the Bond Owner shall give to the Borrower, the Investor Limited Partner, the Holders, and the Issuer and all other notice parties pursuant to Section 13.6 written notice of all Events of Default. If the Trustee receives written notice of an Event of Default as provided in Section 10.1(15) hereof, the Trustee shall promptly give written notice of such Event of Default to the Bond Owner and shall promptly give notice of such Event of Default to the Borrower, the Investor Limited Partner, the Holders and the Issuer if given written direction to do so by the Bond Owner. The failure of the foregoing persons to receive such notice or failure of the Trustee to give such notice shall not affect any of the proceedings under Article 9 hereof.

Section 10.4. Intervention by the Trustee. In any judicial proceeding to which the Issuer is a party and which in the opinion of the Trustee and its counsel has a substantial bearing on the interests of Holders, the Trustee may intervene on behalf of Holders and shall, subject to being indemnified as provided herein, so do if requested in writing by the Bond Owner. The rights and obligations of the Trustee under this Section are subject to the approval of a court of competent jurisdiction in the premises.

Section 10.5. Successor Trustee. Any corporation, association, or agency into which the Trustee may be converted or merged, or with which it may be consolidated, or to which it may sell or transfer its corporate trust business and assets as a whole or substantially as a whole, or any corporation or association resulting from any such conversion, sale, merger, consolidation, or transfer to which it is a party, ipso facto, shall be and become successor Trustee and paying agent under this Indenture and vested with all of the title to the Trust Estate, and all the trusts, powers, discretions, immunities, privileges, and all other matters as was its predecessor, without the execution or filing of any instrument or any further act, deed or conveyance on the part of any of the parties hereto, anything herein to the contrary notwithstanding.

Section 10.6. Resignation by the Trustee. The Trustee and any successor Trustee may at any time resign from the trusts hereby created by giving thirty (30) days written notice to the

Issuer, the Bond Owner, and the Borrower and by first-class mail or overnight delivery to each Holder as shown on the Bond Register, and such resignation shall take effect upon the appointment of a successor Trustee as provided in Section 10.8 hereof. Such notice to the Issuer, the Bond Owner, or the Borrower may be served personally or sent by registered or certified mail, or overnight courier. In the event no successor Trustee is appointed, the Trustee may petition a court of competent jurisdiction to appoint a temporary Trustee until a successor Trustee is found. The Trustee's right to indemnity and reimbursement of fees and expenses shall survive such resignation.

Section 10.7. Removal of the Trustee. The Trustee may be removed at any time by an instrument or concurrent instruments in writing delivered to the Trustee, the Borrower, and/or the Issuer, and signed by (i) the Issuer so long as no Event of Default has occurred and is continuing, and (ii) the Issuer and the Bond Owner during such time as an Event of Default has occurred and is continuing. The Trustee's rights to indemnity and any amounts due and payable shall survive such removal.

Section 10.8. Appointment of Successor Trustee. In case the Trustee hereunder shall resign or be removed, or be dissolved or shall be in course of dissolution or liquidation, or otherwise become incapable of acting hereunder, or in case it shall be taken under the control of any public officer or officers, or of a receiver appointed by a court, a successor Trustee may be appointed by the Issuer with the consent of the Bond Owner, by an instrument or concurrent instruments in writing signed by the Issuer. Nevertheless, in case of such vacancy the Issuer may appoint a temporary Trustee to fill such vacancy until a successor Trustee shall be approved by the Bond Owner in the manner above provided; and any such temporary Trustee so appointed by the Issuer shall immediately and without further act be superseded by the successor Trustee so approved by the Bond Owner. Every such Trustee appointed pursuant to the provisions of this Section 10.8 must be a trust company or bank having trust powers and having a reported capital and surplus not less than \$50,000,000. In the event that thirty (30) days following the resignation or removal of the Trustee, no successor Trustee has been appointed and accepted its obligations under this Indenture, the Trustee shall have the right to petition a court of competent jurisdiction for the appointment of a successor (any costs incurred by Trustee shall be reimbursed in the same manner as other expenses of the Trustee are to be paid under this Indenture).

Section 10.9. Acceptance by Successor Trustees. Every successor Trustee appointed hereunder shall execute, acknowledge, and deliver to its predecessor, and to the Issuer, with a copy to the Borrower, an instrument in writing accepting such appointment hereunder, and thereupon such successor, without any further act, deed, or conveyance shall become fully vested with all the estates, properties, rights, powers, trusts, duties, and obligations of its predecessors as the Trustee and Paying Agent; but such predecessor shall, nevertheless, on the written request of the Issuer, or of its successor Trustee, execute and deliver an instrument transferring to such successor Trustee all the estates, properties, rights, powers, and trusts of such predecessor hereunder, and every predecessor Trustee shall deliver all securities and moneys held by it as the Trustee hereunder to its successor. Should any instrument in writing from the Issuer be reasonably required by any successor Trustee for more fully and certainly vesting in such successor the estates, rights, powers, and duties hereby vested or intended to be vested in the predecessor Trustee, any and all such

instruments in writing shall, on request, be executed, acknowledged, and delivered by the Issuer. The resignation of any Trustee and the instrument or instruments removing any Trustee and appointing a successor hereunder, together with all other instruments provided for in this Article, shall be forthwith filed or recorded or both by the successor Trustee in each recording office where this Indenture or the Bond Loan Mortgage shall have been filed or recorded or both.

Section 10.10. Right of the Trustee To Pay Taxes and Other Charges. In case any tax, assessment, or governmental or other charge upon any part of the Development is not paid, to the extent, if any, that the same is legally payable, the Trustee may, but shall be under no duty to, pay such tax, assessment, or governmental or other charge, without prejudice, however, to any rights of the Trustee or Holders hereunder arising as a consequence of such failure; and any amount at any time so paid under this Section 10.10, or under the Bond Loan Mortgage, with interest thereon as provided in Section 4.3 of the Financing Agreement at the Default Rate, shall be repaid to the Trustee upon demand out of Additional Charges under the Financing Agreement, and shall become so much additional indebtedness secured by this Indenture, and the same shall be given a preference in payment over any of the Bonds, except with respect to the payment of any principal, interest, or premium on the Bonds which is then due but not paid, but the Trustee shall be under no obligation to make such payment of taxes, assessments, or governmental charges unless it shall have been requested to do so by the Bond Owner and shall have been provided with adequate indemnity or other security satisfactory to it for the purpose of such payment. Any such payment shall be made upon five days' prior written notice to the Borrower unless the delay occasioned by any such written notice could result in the forfeiture or termination of any right.

Section 10.11. The Trustee Protected in Relying Upon Resolutions. The resolutions, orders, requisitions, opinions, certificates, and other instruments provided for in this Indenture may be accepted by the Trustee as conclusive evidence of the facts and conclusions stated therein and shall be full warrant, protection, and authority to the Trustee. Notwithstanding anything contained herein or in any of the Bond Documents, the Trustee is not responsible for receiving or reviewing backup for Requisitions.

Section 10.12. Successor Trustee as Custodian of Funds and Paying Agent. In the event of a change in the office of the Trustee, the predecessor Trustee which has resigned or been removed shall cease to be custodian of the Funds described in Article 6 hereof and shall cease to act as a Paying Agent for principal and interest on the Bonds, and the successor Trustee shall be and become such custodian and a Paying Agent.

Section 10.13. Co-Trustee. (1) At any time or times upon the consent of the Bond Owner, for the purpose of meeting any legal requirements of any jurisdiction in which any part of the Trust Estate may at the time be located, the Trustee shall have the power to appoint, and, upon the reasonable request of the Trustee, the Issuer shall for such purpose join with the Trustee in the execution, delivery, and performance of all instruments and agreements necessary or proper to appoint one or more persons either to act as co-Trustee or co-Trustees, jointly with the Trustee, of all or any part of the Trust Estate, or to act as separate Trustee or separate Trustees of all or any part of the Trust Estate, and to vest in such person or persons, in such capacity, such right to the Trust Estate or any part thereof, and such rights, powers, duties, trusts or obligations as the Trustee

may consider necessary or desirable, subject to the remaining provisions of this Section 10.13. Every such co-Trustee or separate Trustee appointed pursuant to the provisions of this Section 10.13 must be a trust company or bank having trust powers and having a reported capital and surplus not less than \$50,000,000, if there be such an institution willing, qualified, and able to accept the trust upon reasonable or customary terms.

(2) The Issuer shall execute, acknowledge, and deliver all such instruments as may be required by any such co-Trustee or separate Trustee for more fully confirming such title, rights, powers, trusts, duties, and obligations to such co-Trustee or separate Trustee.

(3) Every co-Trustee or separate Trustee shall, to the extent permitted by law but to such extent only, be appointed subject to the following terms, namely:

(A) All rights, powers, trusts, duties, and obligations conferred by this Indenture upon the Trustee with respect to the custody, control or management of moneys, papers, securities, and other personal property shall be exercised solely by the Trustee.

(B) All rights, powers, trusts, duties, and obligations conferred or imposed upon the Trustees shall be conferred or imposed upon and exercised or performed by the Trustee, or by the Trustee and such co-Trustee or co-Trustees or separate Trustee or separate Trustees jointly, as shall be provided in the instrument appointing such co-Trustee or co-Trustees or separate Trustee or separate Trustees; *provided, however*, the Trustee shall remain responsible for exercising all rights and powers, maintaining all trusts and performing all duties and obligations conferred or imposed upon the Trustees, except to the extent that, under the law of any jurisdiction in which any particular act or acts are to be performed, the Trustee shall be incompetent or unqualified to perform such act or acts, in which event such act or acts shall be performed by such co-Trustee or co-Trustees or separate Trustee or separate Trustees.

(C) Any request in writing by the Trustee to any co-Trustee or separate Trustee to take or to refrain from taking any action hereunder shall be sufficient warrant for the taking, or the refraining from taking, of such action by such co-Trustee or separate Trustee.

(D) Any co-Trustee or separate Trustee may delegate to the Trustee the exercise of any right, power, trust, duty, or obligation, discretionary or otherwise.

(E) The Trustee at any time, by an instrument in writing, may accept the resignation of or remove any co-Trustee or separate Trustee appointed under this Section 10.13. Upon the request of the Trustee, the Issuer shall join with the Trustee in the execution, delivery and performance of all instruments and agreements necessary or proper to effectuate such resignation or removal. A successor to any co-Trustee or separate Trustee so resigned or removed may be appointed in the manner provided in this Section 10.13.

(F) No Trustee hereunder shall be personally liable by reason of any act or omission of any other Trustee hereunder.

(G) Any demand, request, direction, appointment, removal, notice, consent, waiver, or other action in writing delivered to the Trustee shall be deemed to have been delivered to each co-Trustee or separate Trustee.

(H) Any moneys, papers, securities, or other items of personal property received by any such co-Trustee or separate Trustee hereunder shall forthwith, so far as may be permitted by law, be turned over to the Trustee promptly.

(4) Upon the acceptance in writing of such appointment by any such co-Trustee or separate Trustee, such co-Trustee or separate Trustee shall be vested with such interest in and to the Trust Estate or any part thereof, and with such rights, powers, duties or obligations, as shall be specified in the instrument of appointment jointly with the Trustee (except insofar as local law makes it necessary for any such co-Trustee or separate Trustee to act alone) subject to all the terms of this Indenture. Every such acceptance shall be filed with the Trustee and the Issuer. Any co-Trustee or separate Trustee may, at any time by an instrument in writing, constitute the Trustee its attorney-in-fact and agent, with full power and authority to do all acts and things and to exercise all discretion on its behalf and in its name.

(5) In case any co-Trustee or separate Trustee shall become incapable of acting, resign or be removed, the title to the Trust Estate and all rights, powers, trusts, duties, and obligations of said co-Trustee or separate Trustee shall, so far as permitted by law, vest in and be exercised by the Trustee unless and until a successor co-Trustee or separate Trustee shall be appointed in the manner herein provided.

Section 10.14. Obligations as to Reporting. The Trustee shall provide to the Issuer, the Bond Owner, and the Borrower monthly reports of the balances in the Funds and the Accounts held under Article 6 hereof, including summaries of the deposits to and withdrawals from and transfers among such Funds and Accounts. Such reports shall be delivered pursuant to the Trustee's online portfolio system.

Section 10.15. Appointment of Bond Registrar and Paying Agent. The Issuer at the direction of the Borrower hereby appoints the Trustee as Bond Registrar and Paying Agent under this Indenture.

Section 10.16. Successor Paying Agent or Bond Registrar. The provisions of Sections 10.5 through 10.9 hereof with respect to removal, resignation, and appointment of a successor Trustee shall be equally applicable to the removal, resignation, and appointment of a successor to the Paying Agent and the Bond Registrar. If permissible under applicable law, the Trustee shall be eligible for appointment as successor to the Paying Agent and Bond Registrar if the Trustee is not then already serving in such capacity.

Section 10.17. Confirmation of the Trustee. (1) At any time while Bond remain Outstanding under this Indenture, if the Trustee reasonably questions whether it has proper authority to take certain actions hereunder, the Trustee may proceed in accordance with an opinion of counsel, which may be an opinion of Bond Counsel.

(2) In construing and interpreting this Indenture and any other Bond Loan Document, the objective shall always be to ascertain and effectuate the intention of the parties.

(3) The Trustee or successor Trustee shall not be answerable for actions taken in compliance with any final order of any court. The Trustee or successor Trustee shall not be entitled to require an indemnity bond pursuant to Section 10.1 hereof, prior to taking any action directed by final order of such court.

Section 10.18. Certain Representations of the Trustee. The Trustee represents that:

(1) The Trustee will take possession of the Bond Loan Note in accordance with the terms of this Indenture in the ordinary course of its business.

(2) [Reserved].

(3) The Trustee is a bank which in the ordinary course of its business maintains security accounts for its customers and is acting in that capacity pursuant to the terms of this Indenture and it will maintain the accounts hereunder as trust accounts and shall administer such accounts in the same manner it administers similar accounts established for the same purpose.

ARTICLE 11

SUPPLEMENTAL INDENTURES

Section 11.1. Supplemental Indentures Not Requiring Consent of Holders. The Issuer and the Trustee may, from time to time and at any time with the prior written consent of the Borrower, but without the consent of, or notice to, any of the Holders, and when so required by this Indenture shall, enter into an indenture or indentures supplemental to this Indenture (which supplemental indenture or indentures shall thereafter form a part hereof), so as to thereby (1) cure any ambiguity or formal defect or omission in this Indenture or in any supplemental indenture, (2) grant to or confer upon the Trustee for the benefit of the Holders any additional rights, remedies, powers, authority, or security that may lawfully be granted to or conferred upon the Holders or the Trustee, (3) more precisely identify the Trust Estate, or any other property which may become a part of the Trust Estate, (4) subject to the lien and pledge of this Indenture additional revenues, properties, or collateral, (5) evidence the appointment of a separate Trustee or a co- Trustee or the succession of a new Trustee, Bond Registrar, or Paying Agent or both hereunder, (6) modify, eliminate, and/or add to the provisions of this Indenture to such extent as shall be necessary to prevent any interest on the Bonds from becoming includible in gross income for federal income tax purposes or to effect the qualification of this Indenture under the Trust Indenture Act of 1939, as then amended,

or under any similar federal statute hereafter enacted, and to add to this Indenture such other provisions as may be expressly permitted by said Trust Indenture Act of 1939, as then amended, excluding however the provisions referred to in Section 316(a)(2) of said Trust Indenture Act of 1939, as then amended, (7) make any other change which is required by any provision of this Indenture or to reconcile this Indenture with the Bond Loan Documents, or any amendments thereto, or (8) make any other change necessary or desirable and will not materially prejudice any Holder.

Section 11.2. Supplemental Indentures Requiring Consent of Holders. Exclusive of supplemental indentures covered by Section 11.1 hereof and subject to the terms and provisions contained in this Section 11.2, and not otherwise, the Trustee, upon receipt of an instrument evidencing the consent to the below-mentioned supplemental indenture by the Bond Owner (or the Holders of not less than fifty-one percent (51%) of the principal amount of the Bonds Outstanding) and the Borrower, shall join with the Issuer in the execution of such other indenture or indentures supplemental hereto as shall be deemed necessary and desirable for the purpose of modifying, altering, amending, adding to, or rescinding, in any particular, any of the terms or provisions contained in this Indenture or in any supplemental indenture; *provided, however*, that nothing herein contained shall permit or be construed as permitting without the consent of the Holders of one hundred percent (100%) of the principal amount of all Bonds adversely affected thereby: (1) an extension of the date when the principal or the interest on or any premium on any Bond is due; (2) a reduction in the principal amount of any Bond or the rate of interest thereon, or any premium; (3) a privilege or priority of any Bond or Bond over any other Bond or Bond except as may be otherwise expressly provided herein; (4) a reduction in the aggregate principal amount of the Bonds required for consent to such supplemental indenture; or (5) the modification of any of the provisions of this Section 11.2.

If at any time the Issuer shall request the Trustee to enter into any such supplemental indenture for any of the purposes of this Section, the Trustee shall, upon being satisfactorily indemnified with respect to expenses, cause notice of the proposed execution of such supplemental indenture to be mailed by first class mail, postage prepaid, overnight delivery or Electronic Means to the Borrower and the Holders at the addresses shown on the Bond Register. Such notice shall briefly set forth the nature of the proposed supplemental indenture and shall state that copies thereof are on file at the Principal Office of the Trustee for inspection by the Borrower and all Holders. The Trustee shall not, however, be subject to any liability to any Holder by reason of its failure to mail such notice to any particular Holder if notice was generally mailed to Holders, and any such failure shall not affect the validity of such supplemental indenture when consented to and approved as provided in this Section. If the Borrower and the Bond Owner (or the Holders of not less than the applicable percentage (as referenced above) in aggregate principal amount of the Bonds then Outstanding at the time of the execution of any such supplemental indenture) shall have consented to and approved the execution thereof as herein provided, no Holder shall have any right to object to any of the terms and provisions contained herein or the operation thereof, or in any manner to question the propriety of the execution thereof, or to enjoin or restrain the Trustee or Issuer from executing the same or from taking any action pursuant to the provisions thereof. Upon the execution of any such supplemental indenture as in this Section permitted and provided, this Indenture shall be and is deemed to be modified and amended in accordance herewith, and the

Trustee shall deliver copies of any such supplemental indenture to the Investor Limited Partner at the addresses set forth in Section 13.6 or by Electronic Means.

Section 11.3. Opinion of Bond Counsel. Any supplemental indenture governed by this Article shall be accompanied by an opinion of Bond Counsel delivered to the Issuer and the Trustee, at the expense of the Borrower, that such supplemental indenture is permitted hereunder and does not adversely affect the excludability of interest on the Bonds from gross income for federal income tax purposes.

Section 11.4. Rights of the Trustee and Issuer. Neither the Issuer nor the Trustee shall be obligated to enter into any supplemental indenture which may adversely affect its own rights, duties, or immunities under this Indenture. Neither the Issuer nor the Trustee shall be required to consent to any supplemental indenture referred to in this Article 11 unless it has first received an opinion of Independent Counsel addressed to the Issuer and Trustee that such amendment is allowed by this Indenture. In executing a supplemental indenture, the Trustee shall be fully protected in relying upon such opinion.

ARTICLE 12

AMENDMENTS TO BOND LOAN DOCUMENTS

Section 12.1. Amendments Not Requiring Holder Consent. The Issuer or the Trustee or both may, without the consent of or notice to the Holders, consent to any amendment, change, or modification of any of the Bond Loan Documents:

- (1) which may be required or permitted with the written consent of the Bond Owner, but without Holder consent, by the provisions of the Bond Loan Documents or this Indenture;
- (2) for the purpose of curing any ambiguity or formal defect or omission;
- (3) in connection with additional land, equipment, or improvements which may be acquired and which constitute a part of the Mortgaged Property, so as to (A) more precisely identify the same, (B) substitute or add additional land or additional equipment, or (C) sell or remove such land or equipment, all as provided in the Bond Loan Mortgage; *provided, however*, that any such amendment, change, or modification of any of the Bond Loan Documents as provided in this Section 12.1(3) shall not be effective until notice of such action is given to the Holders of the Bonds;
- (4) to reconcile any Bond Loan Documents with any amendment or supplement to this Indenture; or
- (5) to effect any other change in a Bond Loan Document which will not materially prejudice any Holder.

Section 12.2. Amendments Requiring Holder Consent. Except for (1) amendments, changes, or modifications as provided in Section 12.1 hereof and (2) amendments, changes, or modifications permitted by any Bond Loan Document, neither the Issuer nor the Trustee shall consent to any other amendment, change, or modification of any Bond Loan Document without the giving of notice and the written approval or consent of the Bond Owner or the Holders of not less than fifty-one percent (51%) of the principal amount of the Bonds then Outstanding given and procured as provided in this Section 12.2; *provided* that in no event shall such amendment, change, or modification relieve the Borrower of the obligation under any Bond Loan Documents to make when and as due any payments required for the payment of principal, interest, and any premium due or to become due on the Bonds unless the consent of the Holders of one hundred percent (100%) of the principal amount of all Bonds adversely affected thereby is first secured. If at any time the Issuer and the Borrower shall request the consent of the Trustee to any such proposed amendment, change, or modification of any Bond Loan Documents to which the Issuer is a party or the Borrower shall request consent of the Trustee to any such proposed amendment, change, or modification of any other Bond Loan Document to which the Issuer is not a party, the Trustee shall, upon being satisfactorily indemnified with respect to expenses, cause notice of such proposed amendment, change, or modification to be given in the same manner as provided in Section 11.2 hereof with respect to supplemental indentures. Such notice shall briefly set forth the nature of such proposed amendment, change, or modification and shall state that copies of the instrument embodying the same are on file at the Principal Office of the Trustee for inspection by all Holders. The Trustee shall not, however, be subject to any liability to any Holder by reason of its failure to mail such notice to any particular Holder if notice was generally mailed to Holders, and any such failure shall not affect the validity of such amendment, change or modification when consented as provided in this Section 12.2. If the Bond Owner acting on behalf of the Holders of not less than a majority in aggregate principal amount of the Bonds then Outstanding at the time of the execution of any such amendment shall consent to the execution thereof as herein provided, no Holder of any Bond shall have any right to object to any of the terms and provisions contained therein, or the operation thereof, or in any manner to question the propriety of the execution thereof, or to enjoin or restrain the Trustee or Issuer from executing the same or from taking any action pursuant to the provisions thereof. Upon the execution of any such amendment, the applicable Bond Loan Document thereby amended shall be deemed to be modified and amended in accordance therewith.

Section 12.3. Opinion of Bond Counsel. Any amendment governed by this Article shall be accompanied by an opinion of Bond Counsel addressed to the Issuer and the Trustee, provided at the expense of the Borrower, that such amendment does not adversely affect the excludability of interest on the Bonds from gross income for federal income tax purposes.

Section 12.4. Rights of the Trustee and Issuer. Neither the Issuer nor the Trustee shall be required to consent to any amendment referred to in this Article 12 unless it has first received an opinion of Independent Counsel that such amendment is allowed by this Indenture, and the applicable Bond Loan Document. Neither the Issuer nor the Trustee shall be obligated to enter into an amendment to a Bond Loan Document which may affect its own rights, duties or immunities thereunder or, in the case of the Issuer, the Unassigned Issuer Rights.

ARTICLE 13

MISCELLANEOUS PROVISIONS

Section 13.1. Consent of Holders. Any consent, request, direction, approval, objection, or other instrument required by this Indenture to be signed and executed by the Holders may be in any number of concurrent writings of similar tenor and must be signed or executed by such Holders in person or by agent appointed in writing. Proof of the execution of any such consent, request, direction, approval, objection, or other instrument or of the writing appointing any such agent and of the ownership of Bond, if made in the following manner, shall be sufficient for any of the purposes of this Indenture, and shall be conclusive in favor of the Trustee with regard to any action taken by it under such request or other instrument, namely:

(1) The fact and date of the execution by any person of any such writing may be proved by the certificate of any officer in any jurisdiction who by law has power to take acknowledgments within such jurisdiction that the person signing such writing acknowledged before him the execution thereof, or by an affidavit of any witness to such execution; and

(2) The fact of the ownership by any person of Bond and the amounts and numbers of such Bond, and the date of the holding of the same, may be proved only by reference to the Bond Register.

Section 13.2. Rights Under Indenture. Nothing expressed or mentioned in or to be implied from this Indenture or the Bonds is intended or shall be construed to give any person or company other than the parties hereto, the Borrower, the Investor Limited Partner and the Holders, any legal or equitable right, remedy, or claim under or with respect to this Indenture or any covenants, conditions, and provisions herein contained; this Indenture and all of the covenants, conditions, and provisions hereof being intended to be and being for the sole and exclusive benefit of the parties hereto, the Borrower, the Investor Limited Partner and the Holders of the Bonds hereby secured as herein provided.

Section 13.3. Severability. If any provision of this Indenture shall be held or deemed to be or shall, in fact, be inoperative or unenforceable as applied in any particular case in any jurisdiction or jurisdictions or in all jurisdictions or in all cases because it conflicts with any provisions of any constitution or statute or rule of public policy, or for any other reason, such circumstances shall not have the effect of rendering the provision in question inoperative or unenforceable in any other case or circumstance, or of rendering any other provisions herein contained invalid, inoperative, or unenforceable to any extent whatever.

Section 13.4. Execution in Counterparts; Electronic Signatures. This Indenture may be executed in several counterparts, each of which shall be an original and all of which shall constitute but one and the same instrument. To the fullest extent permitted by applicable law and except for the certificate of authentication on the Bonds (which must be manually signed by an authorized

representative of the Trustee) and instruments of transfer of the Bonds, Electronic Signatures shall constitute original signatures for all purposes under this Indenture.

Section 13.5. Electronic Transactions. The transactions described in this Indenture, the other Bond Documents and the Bond Loan Documents may be conducted and related documents may be sent, received or stored by Electronic Means. Copies, telecopies, facsimiles, electronic files and other reproductions of original executed documents shall be deemed to be authentic and valid counterparts of such original documents for all purposes, including the filing of any claim, action or suit in the appropriate court of law. Unless otherwise specifically instructed in an opinion of Bond Counsel or to the extent otherwise provided in this Indenture, the Trustee shall retain and maintain these records until three years following the final maturity of (i) the Bonds or (ii) any obligation issued to refund the Bonds. Any records maintained electronically must comply with Section 4.01 of Revenue Procedure 97-22.

Section 13.6. Notices. Without limiting Section 13.4 and 13.5 above, all notices, certificates, or other communications hereunder shall be given to all parties identified below, shall be in writing (except as otherwise expressly provided herein) and shall be sufficiently given and shall be deemed given (i) when delivered by hand delivery with confirmed receipt, telegram, or facsimile or (ii) two days after such notice is served by depositing the same with the United States Postal Service, or any official successor thereto, designated as Registered or Certified Mail, Return Receipt Requested, bearing adequate postage, or (iii) upon delivery by reputable private courier such as Federal Express, Airborne, DHL, or similar overnight delivery service, and addressed as hereinafter provided. Notices, except to the Trustee, shall be deemed given when mailed as provided herein. Notices to the Trustee shall be deemed given only when received by a Responsible Officer of the Trustee. All parties identified below may, by written notice given by each to the others, designate any address or addresses to which notices, certificates, or other communications to them shall be sent when required as contemplated by this Indenture. Any notice, certificate, report, financial statement, or other communication properly provided by legal counsel on behalf of any party hereunder shall be deemed properly provided by the party represented by such counsel. Until otherwise provided by the respective parties, all notices, certificates, and communications to each of them shall be addressed as follows:

To the Issuer:

Austin Housing Finance Corporation
1000 E. 11th Street
Austin, Texas 78702
Attn: Program Manager
Telephone: 512-974-3192

with a copy to:

McCall Parkhurst & Horton LLP
717 North Harwood, Suite 900
Dallas, Texas 75201
Attention: Mark A. Malveaux
Telephone: (214) 754-9221
Email: mmalveaux@mphlegal.com

To the Borrower: 5900 Pleasant Valley LP
c/o JCM Ventures, LLC
11705 Wenonga Circle
Leawood, Kansas 66211
Attn: Jacob Mooney
Telephone: (913) 638-2500
Email: jake@jcm.ventures

with a copies to: Austin Housing Finance Corporation
P.O. Box 1088
Austin, Texas 78767-8839
Attention: Shay Kackley, General Counsel
Email: shay.kackley@austintexas.gov

Rosenblum Goldenhersh, P.C.
7733 Forsyth Blvd., Fourth Floor
St. Louis, Missouri 63105
Attention: David Lang
Telephone: (314) 854-0416
Email: dsl@rgsz.com

To the Investor Limited Partner: RSEP Holding, LLC
c/o Red Stone Equity Partners, LLC
90 Park Avenue, 28th Floor
New York, New York 10016
Attention: General Counsel and President

with a copy to: Nixon Peabody LLP
Exchange Plaza
53 State Street
Boston, Massachusetts 02109
Attention: Roger W. Holme

To the Trustee: Zions Bancorporation, National Association
Amegy Bank Division
Attn: Corporate Trust
1801 Main Street, Suite 460
Houston, Texas 77002
Phone: 713-232-6094
Email: alyssa.surface@amegybank.com

To the Bond Owner: Zions Bancorporation, N.A. dba Amegy Bank
4576 Research Forest Drive
The Woodlands, Texas 77381
Attention: Ray Miller
Telephone: 281-297-7853
Email: ray.miller@amegybank.com

with a copy to: Greenberg Traurig LLP
1000 Louisiana Street, Suite 6700
Houston, Texas 77002
Attention: Wayne A. Yaffee
Telephone: (713) 374-3655
Email: wayne.yaffee@gtlaw.com

The Trustee is authorized to accept and act upon instructions or directions pursuant to this Indenture sent by unsecured email, facsimile transmission or other similar unsecured electronic methods, *provided, however*, that the Issuer and the Borrower shall provide to the Trustee an incumbency certificate listing designated persons authorized to provide such instructions, which incumbency certificate shall be amended whenever a person is to be added or deleted from the listing. The Trustee shall not be liable for any losses, costs or expenses arising directly or indirectly from the Trustee's reliance upon and compliance with such instructions notwithstanding such instructions conflict or are inconsistent with a subsequent written instruction. The Borrower agrees to assume all risks arising out of the use of such electronic methods to submit instructions and directions to the Trustee, including without limitation, the risk of the Trustee acting on unauthorized instructions, and the risk of interception and misuse of third parties.

Section 13.7. Required Approvals. Consents and approvals required by this Indenture to be obtained from the Borrower, the Issuer, the Bond Owner or the Trustee shall be in writing and shall not be unreasonably withheld or delayed.

Section 13.8. Counterparts. This Indenture may be simultaneously executed in several counterparts, each of which shall be an original and all of which shall constitute but one and the same instrument. The exchange of copies of this Indenture and of signature pages thereof by facsimile or PDF transmission shall constitute effective execution and delivery of this Indenture as to the parties hereto and may be used in lieu of the original instrument for all purposes. Signatures of the parties hereto transmitted by facsimile or PDF shall be deemed to be their original signatures for all purposes.

Section 13.9. Limitation of Liability of Issuer and Its Officers, Employees, and Agents.
(1) THE BONDS SHALL BE LIMITED OBLIGATIONS OF THE ISSUER PAYABLE SOLELY FROM THE TRUST ESTATE. THE BONDS SHALL CONSTITUTE A VALID CLAIM OF THE RESPECTIVE BONDHOLDERS THEREOF AGAINST THE TRUST ESTATE, WHICH IS PLEDGED TO SECURE THE PAYMENT OF THE PRINCIPAL OF, PREMIUM, IF ANY, AND INTEREST ON THE BONDS AND WHICH SHALL BE UTILIZED FOR NO OTHER PURPOSE, EXCEPT AS EXPRESSLY AUTHORIZED IN THIS INDENTURE. THE BONDS DO NOT CONSTITUTE, WITHIN THE MEANING OF ANY STATUTORY OR CONSTITUTIONAL PROVISION, AN

INDEBTEDNESS, AN OBLIGATION OR A LOAN OF CREDIT OF THE STATE, THE ISSUER, THE SPONSORING POLITICAL SUBDIVISIONS, OR ANY OTHER MUNICIPALITY, COUNTY OR OTHER MUNICIPAL OR POLITICAL CORPORATION OR SUBDIVISION OF THE STATE. THE BONDS DO NOT CREATE A MORAL OBLIGATION ON THE PART OF THE STATE, THE ISSUER, THE SPONSORING POLITICAL SUBDIVISIONS OR ANY OTHER MUNICIPALITY, COUNTY OR OTHER MUNICIPAL OR POLITICAL CORPORATION OR SUBDIVISION OF THE STATE AND EACH OF SUCH ENTITIES IS PROHIBITED BY THE ACT FROM MAKING ANY PAYMENTS WITH RESPECT TO THE BONDS. THE ISSUER HAS NO TAXING POWER.

(2) No covenant, agreement, or obligation contained herein shall be deemed to be a covenant, agreement, or obligation of any present or future member, officer, employee, or agent of the Issuer in his/her individual capacity, and neither the members or directors of the Issuer nor any officer thereof executing the Bonds shall be liable personally on the Bonds or be subject to any personal liability or accountability by reason of the issuance thereof. No member, officer, employee, or agent of the Issuer shall incur any personal liability with respect to any other action taken by him pursuant to this Indenture or the Act, provided such member, officer, employee, or agent acts in good faith.

(3) No agreements or provisions contained in this Indenture nor any agreement, covenant, or undertaking by the Issuer contained in any document executed by the Issuer in connection with the Development, or the issuance, sale, and delivery of the Bonds shall give rise to any pecuniary liability of the Issuer or a charge against its general credit, or shall obligate the Issuer financially in any way except as may be payable from the payments by the Borrower under the Financing Agreement, the Bond Purchase and Funding Agreement, or Bond Loan Note and the proceeds of the Bonds and the other amounts held as part of the Trust Estate under this Indenture. No failure of the Issuer to comply with any term, condition, covenant, or agreement herein or in any document executed by the Issuer in connection with the issuance and sale of the Bonds shall subject the Issuer to liability for any claim for damages, costs, or other financial or pecuniary charge except to the extent that the same can be paid or recovered from the payments by the Borrower under the Financing Agreement, the Bond Purchase and Funding Agreement, or proceeds of the Bonds or the other amounts held as part of the Trust Estate under this Indenture. Nothing herein shall preclude a proper party in interest from seeking and obtaining, to the extent permitted by law, specific performance against the Issuer for any failure to comply with any term, condition, covenant, or agreement herein, *provided* that no costs, expenses, or other monetary relief shall be recoverable from the Issuer except as may be payable from the Trust Estate or from the proceeds of the Bonds or from the other amounts held as part of the Trust Estate under this Indenture.

(4) No recourse shall be had for the payment of the principal of or premium or interest on any of the Bonds or for any claim based thereon or upon any obligation, covenant, or agreement contained in this Indenture against any past, present or future officer, director, member, employee, or agent of the Issuer, or of any successor public corporation, as such, either directly or through the Issuer or any successor public corporation, under any rule of law or equity, statute, or constitution or by the enforcement of any assessment or penalty or otherwise, and all such liability of any such officers, directors, members, employees, or agents, as such, is hereby expressly waived and released as a condition of, and consideration for, the execution of this Indenture and the issuance of such Bond.

(5) Anything in this Indenture to the contrary notwithstanding, it is expressly understood and agreed by the parties hereto that (a) the Issuer may rely conclusively on the truth and accuracy of any certificate, opinion, notice, or other instrument furnished to the Issuer by the Trustee or the Borrower as to the existence of any fact or state of affairs required hereunder to be noticed by the Issuer; (b) the Issuer shall not be under any obligation hereunder to perform any record keeping or to provide any legal services; and (c) none of the provisions of this Indenture shall require the Issuer to expend or risk its own funds or otherwise incur financial liability in the performance of any of its duties or in the exercise of any of its rights or powers hereunder, unless it shall first have been adequately indemnified to its satisfaction against the cost, expenses, and liability which may be incurred thereby.

(6) Neither the members of the Issuer nor any person executing the Bonds shall be liable personally on the Bonds by reason of the issuance thereof. The Bonds are issued pursuant to the Act, and the Bonds shall so state on their face, and shall state that the Bonds shall not be a debt of the Issuer, or the State, or any political subdivision thereof; and neither the Issuer, the Sponsoring Political Subdivisions, nor the State nor any political subdivision thereof, shall be liable thereon; nor in any event shall such Bond or obligations be payable out of any funds or properties other than those of the Issuer identified herein.

Section 13.10. Subordination to Extended Use Agreement. The Borrower has informed the Trustee that the Borrower intends that the Development qualify for an allocation of Tax Credits. In order to receive an allocation of Tax Credits, the Borrower will be required to record in the real property records of Travis County, Texas, an “extended low-income housing commitment” (as defined in section 42(h)(6)(B) of the Code) (the “*Extended Use Agreement*”). If requested by the Borrower, the Trustee shall execute, or cause to be executed by the appropriate parties a subordination Loan Agreement, in form and substance satisfactory to the Trustee and the Bond Owner, wherein the lien of the Bond Loan Mortgage is subordinated to the Extended Use Agreement in such manner as is required for Tax Credit purposes.

Section 13.11. Governing Law. This Indenture shall be governed by and construed in accordance with the laws of the State of Texas, without regard to conflict of law provisions thereof.

Section 13.12. Complete Agreement. The Issuer and the Trustee understand that oral agreements or commitments to loan money, extend credit, or forbear from enforcing repayment of a debt, including promises to extend or renew such debt, are not enforceable. To protect the Issuer and the Trustee from misunderstanding, any agreements the Issuer and the Trustee reach covering such matters are contained in this Indenture, which is the complete and exclusive statement of the agreement between the Issuer and the Trustee, except as the Issuer and the Trustee may later agree in writing to modify this Indenture as more particularly provided herein.

Section 13.13. USA Patriot Act. The Trustee hereby notifies the Issuer, Bank, and Borrower that pursuant to the requirements of the USA Patriot Act (Title III of Pub. L. 107-56 (signed into law October 26, 2001)) (the “*Patriot Act*”), it is required to obtain, verify and record information that identifies the Borrower, which information includes the name and address of the Borrower and other information that will allow Trustee to identify the Borrower in accordance with the Patriot Act.

[SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, the Issuer has caused this Indenture to be signed in its name and behalf by its duly authorized officer, and to evidence its acceptance of the trusts hereby created, the Trustee has caused this Indenture to be signed in its name and behalf by its duly authorized officer, all as of the date first above written.

AUSTIN HOUSING FINANCE CORPORATION

By: _____
Name: Deletta Dean
Title: Treasurer

**ZIONS BANCORPORATION,
NATIONAL ASSOCIATION**

By: _____

Name: Ray Miller

Title: Senior Vice President

Amegy Bank Division

(FORM OF REQUISITION CERTIFICATE)

1. REQUISITION NO.: _____
2. PAYMENT DUE TO: See *Schedule I* attached hereto
3. AMOUNT OF DRAW REQUESTED (before retainage withheld): \$

LESS RETAINAGE: \$

AMOUNT TO BE DISBURSED: \$
4. The amount requested to be disbursed pursuant to this Requisition will be used to pay or reimburse the Borrower for those Qualified Development Costs detailed in *Schedule I* attached to this Requisition.
5. The undersigned Borrower certifies that:
 - (i) the amounts included in 3 above were made or incurred or financed and were necessary for the Development and were made or incurred in accordance with the construction contracts, plans, and specifications heretofore in effect;

(ii) the amount paid or to be paid, as set forth in this Requisition, represents a part of the funds due and payable for Qualified Development Costs, such funds were not paid in advance of the time, if any, fixed for payment and such funds are due in accordance with the terms of any contracts applicable to the Development and in accordance with usual and customary practice under existing conditions;

(iii) the expenditures for which amounts are requisitioned represent proper charges against the _____ Fund, have not been included in any previous requisition, have been properly recorded on the Borrower's books and are set forth in *Schedule I* attached hereto;

(iv) the moneys requisitioned are not greater than those necessary to meet obligations due and payable or to reimburse the Borrower for its funds actually advanced for Qualified Development Costs and do not represent a reimbursement to the Borrower for working capital;

(v) the amount remaining in the Development Fund, together with expected investment income on the Development Fund, in addition to other funds available to the Borrower for the payment of Development Costs, will, after payment of the amount requested by this Requisition, be sufficient to pay the costs of completing the Development substantially in accordance with the construction contracts, plans, and specifications and building permits therefor, if any, currently in effect;

(vi) all of the funds being requisitioned are being used in compliance with all tax covenants set forth in the Indenture, the Financing Agreement, and the Bond Regulatory Agreement;

(vii) not less than ninety-five percent (95%) of the sum of:

(A) the amounts requisitioned by this Requisition allocable to Bond;
plus

(B) all amounts previously requisitioned and disbursed from the Development Fund allocable to Bond;

have been or will be applied by the Borrower to pay Qualified Development Costs;

(viii) no event of default exists under the Financing Agreement, the Bond Regulatory Agreement, or the Bond Loan Mortgage and nothing has occurred to the knowledge of the Borrower that would prevent the performance of its obligations under the Financing Agreement, the Bond Regulatory Agreement, or the Bond Loan Mortgage;

(ix) no amounts being requisitioned by this Requisition are to pay or reimburse Costs of Issuance;

(x) to the best of the undersigned's knowledge, there has not been filed with or served upon the Issuer or the Borrower notice of any lien, right, or attachment upon, or claim affecting the right of any such persons, firms, or corporations to receive payment of, the respective amounts stated in this Requisition which has not been released or will not be released simultaneously with the payment of such obligation;

(xi) (A) obligations as stated on this requisition have been properly incurred, (B) such work was actually performed or such materials or supplies were actually furnished or installed in or about or delivered to the Development, and (C) either such materials or supplies are not subject to any lien or security interest other than the lien evidenced by the Bond Loan Mortgage or any such lien or security interest will be released or discharged upon payment of this Requisition or is being contested by Borrower in accordance with the Bond Loan Documents; and

(xii) all rights, title, and interest to any and all personal property acquired with the proceeds of this Requisition is vested or upon payment therefor will become vested in the Borrower.

Dated: _____, 20__

5900 PLEASANT VALLEY, LP,
a Texas limited partnership

By: AHFC Pleasant Valley Non-Profit Corporation,
a Texas nonprofit corporation,
its general partner

By: _____
James May
Secretary and Treasurer

(TO BE ADDED)

Approved this ____ day of _____,
20____

The Bond Owner (not making any certification
as to the matters certified to by the Borrower in
this Requisition):

ZIONS BANCORPORATION, N.A. DBA AMEGY
BANK

By: _____
Name: _____
Title: _____

EXHIBIT B

FORM OF BOND

No. [I-1]

[R-__]

**UNITED STATES OF AMERICA
STATE OF TEXAS**

**AUSTIN HOUSING FINANCE CORPORATION
MULTIFAMILY HOUSING REVENUE BONDS
(SYCAMORES AT PLEASANT VALLEY), SERIES 2025**

THIS BOND IS ISSUED UNDER THE TEXAS HOUSING FINANCE CORPORATION ACT, CHAPTER 394, TEXAS LOCAL GOVERNMENT CODE, AS AMENDED. THE BONDS SHALL BE LIMITED OBLIGATIONS OF THE ISSUER PAYABLE SOLELY FROM THE TRUST ESTATE. THE BONDS SHALL CONSTITUTE A VALID CLAIM OF THE RESPECTIVE BONDHOLDERS THEREOF AGAINST THE TRUST ESTATE, WHICH IS PLEDGED TO SECURE THE PAYMENT OF THE PRINCIPAL OF, PREMIUM, IF ANY, AND INTEREST ON THE BONDS AND WHICH SHALL BE UTILIZED FOR NO OTHER PURPOSE, EXCEPT AS EXPRESSLY AUTHORIZED IN THIS INDENTURE. THE BONDS DO NOT CONSTITUTE, WITHIN THE MEANING OF ANY STATUTORY OR CONSTITUTIONAL PROVISION, AN INDEBTEDNESS, AN OBLIGATION OR A LOAN OF CREDIT OF THE STATE, THE ISSUER, THE SPONSORING POLITICAL SUBDIVISIONS, OR ANY OTHER MUNICIPALITY, COUNTY OR OTHER MUNICIPAL OR POLITICAL CORPORATION OR SUBDIVISION OF THE STATE. THE BONDS DO NOT CREATE A MORAL OBLIGATION ON THE PART OF THE STATE, THE ISSUER, THE SPONSORING POLITICAL SUBDIVISIONS OR ANY OTHER MUNICIPALITY, COUNTY OR OTHER MUNICIPAL OR POLITICAL CORPORATION OR SUBDIVISION OF THE STATE AND EACH OF SUCH ENTITIES IS PROHIBITED BY THE ACT FROM MAKING ANY PAYMENTS WITH RESPECT TO THE BONDS. THE ISSUER HAS NO TAXING POWER.

NO RECOURSE SHALL BE HAD FOR THE PAYMENT OF THE PRINCIPAL OF OR PREMIUM OR INTEREST ON THIS BOND AGAINST ANY PAST, PRESENT, OR FUTURE OFFICER, DIRECTOR, MEMBER, EMPLOYEE, OR AGENT OF THE ISSUER, OR OF ANY SUCCESSOR TO THE ISSUER, AS SUCH, EITHER DIRECTLY OR THROUGH THE ISSUER OR ANY SUCCESSOR TO THE ISSUER, UNDER ANY RULE OF LAW OR EQUITY, STATUTE, OR CONSTITUTION OR BY THE ENFORCEMENT OF ANY ASSESSMENT OR PENALTY OR OTHERWISE, AND ALL SUCH LIABILITY OF ANY SUCH OFFICERS, DIRECTORS, MEMBERS, EMPLOYEES, OR AGENTS, AS SUCH, IS HEREBY EXPRESSLY WAIVED AND RELEASED AS A CONDITION OF, AND CONSIDERATION FOR, THE EXECUTION AND ISSUANCE OF THIS BOND.

DATED DATE OR BOND September __, 2025
CLOSING DATE:

MATURITY DATE: [September 1, 2046]

REGISTERED OWNER: Zions Bancorporation, N.A. dba Amegy Bank

INTEREST RATE:	The Interest Rate (as defined in and calculated in accordance with the hereafter defined Bond Purchase and Funding Agreement and incorporated herein by reference)
PRINCIPAL AMOUNT:	[\$14,800,000.00]
PAYMENT DATE:	The first (1st) day of each month commencing [_____] 1, 2025

AUSTIN HOUSING FINANCE CORPORATION (the “*Issuer*”), a Texas public, nonprofit housing finance corporation organized and existing pursuant to the provisions of the Constitution of the State of Texas and Texas Housing Finance Corporations Act, Chapter 394, Local Government Code, as amended (the “*Act*”), and empowered to issue revenue bonds pursuant to the provisions of the Act, for value received, promises to pay to the Registered Owner specified above, or registered assigns, but only from the Bond Fund established under the Indenture described below (the “*Bond Fund*”) the Principal Amount specified above, on the Maturity Date specified above, or, if this Bond is redeemable as stated below, on a prior date on which it shall have been duly called for redemption, and to pay interest as specified above (and hereafter further provided) on said Principal Amount to the Record Date Holder hereof, as defined below, solely from the Bond Fund, until the Principal Amount is paid or discharged.

Notwithstanding the foregoing, (a) during any period of time that the Bond Loan Note bears interest at the Default Rate, this Bond shall also bear interest at the Default Rate; and (b) during any period of time that the Bond Loan Note bears interest at the rate described in Section 5.12 of the Financing Agreement, this Bond shall bear interest at such after-tax equivalent rate (or the Maximum Lawful Rate if less). Interest accrues from the Dated Date. All interest hereunder shall be computed on the basis of a year of 360 days and shall be payable for the actual number of days elapsed. Interest shall be payable on the first day of each month commencing [_____] 1, 2025, through and including [September] 1, 20[___] (as such date may be extended per the Bond Purchase and Funding Agreement), and thereafter, principal and interest shall be payable as described in the sinking fund redemption schedule as provided for in the Indenture (each a “*Payment Date*”). The “Record Date Holder” is the person in whose name this Bond is registered (the “*Holder*” hereof) in the Bond Register maintained by the Trustee, as Bond Registrar, or its successor, either (i) on the close of business on the 15th day of the month (whether or not a Business Day) prior to each Payment Date (the “*Record Date*”), irrespective of any transfer or exchange of such Bond subsequent to such Record Date and prior to such Payment Date, or (ii) if there shall be a default in payment of principal and/or interest due on such Payment Date, at the close of business on a date (the “*Special Record Date*”) that is ten (10) days prior (whether or not a Business Day) to the date for the payment of such defaulted principal and/or interest as established by notice mailed by the Trustee. Notice of the Special Record Date shall be mailed not less than 15 days before the special payment date, to the Holder at the close of business on the Special Record Date. Interest shall be payable by check mailed on the Payment Date to the Holder at his, her, or its address as it last appears on the Bond Register on the Record Date or the Special Record Date, as the case may be, except as otherwise provided in the Indenture. Notwithstanding the foregoing, any Holder of at least \$1,000,000 principal amount of any Bond

(or a lesser amount of such Bond if such Bond constitutes all the Bonds at the time Outstanding), upon payment to the Trustee by the Holder of the costs of such wire transfers, may file with the Trustee an instrument satisfactory to the Trustee not less than five days prior to the applicable Payment Date requesting the interest amounts payable by the Trustee to such Holder be paid either by instruction to the custodian or by transferring by wire transfer in immediately available funds, on the day such payment is due, the amount to be distributed to such Holder to a designated account maintained by such Holder at any bank in the United States. Notwithstanding the foregoing, all payments of principal of and interest and/or premium on the Bonds payable on the Maturity Date or a redemption date shall only be payable upon presentation of the Bonds being redeemed, at the Operations Office of the Trustee. The principal of and interest and premium, if any, on this Bond are payable in lawful money of the United States of America.

The Bonds are issued under the provisions of and in full compliance with the Act, and a Resolution duly adopted by the Issuer pursuant to which this Bond is issued and which authorizes the execution and delivery of the Financing Agreement and the Indenture. This Bond and the issue of which it is a part are special limited obligations of the Issuer, and the principal and premium, if any, and interest thereon are payable solely and only from revenues, and other amounts derived by the Issuer from the Financing Agreement pledged and assigned by the Issuer to the Trustee under the Indenture to secure payment of the principal of, premium, if any, and interest on this Bond, and from the Bond Purchase and Funding Agreement.

All capitalized terms used in this Bond and not defined herein shall have the respective meanings ascribed thereto in the Indenture and the Bond Purchase and Funding Agreement (as hereafter defined).

This Bond is one of a duly authorized issue of bonds of the Issuer, issued in the initial aggregate principal amount of \$[_____], known as the Multifamily Housing Revenue Bonds (Sycamores at Pleasant Valley), Series 2025 (the “*Bonds*”), issued in accordance with a Trust Indenture dated as of September 1, 2025 (the “*Indenture*”), between the Issuer and ZIONS BANCORPORATION, NATIONAL ASSOCIATION, a national banking association, as the Trustee (the “*Trustee*”), setting forth the terms upon which such Bonds are issued. The Bonds are issued by the Issuer for the purpose of making a loan of the proceeds thereof (the “*Bond Loan*”) to 5900 Pleasant Valley, LP, a Texas limited partnership (the “*Borrower*”), under the provisions of a Financing Agreement dated as of September 1, 2025 (the “*Financing Agreement*”), by and among the Issuer, the Borrower, and joined in and acknowledged and by Zions Bancorporation, N.A. dba Amegy Bank, as Bond Owner (as defined in the Indenture), to finance a portion of the acquisition, rehabilitation, and equipping of an affordable multifamily residential rental housing development to be located in the City of Austin, Texas (the “*Development*”). The Bond is being purchased and administered under the terms of the Bond Purchase and Funding Agreement dated as of September 1, 2025, among Issuer, Borrower, and Zions Bancorporation, N.A. dba Amegy Bank, as bond owner (the “*Bond Purchase and Funding Agreement*”). The Bond Loan made with the proceeds of the Bonds pursuant to the Financing Agreement and the Bond Purchase and Funding Agreement is evidenced by a promissory note from the Borrower to the Issuer and endorsed without recourse by the Issuer to the Trustee. The Borrower has agreed under the Financing Agreement and the Bond Purchase and Funding Agreement to repay the Bond Loan,

together with interest thereon, in amounts and at times sufficient to pay the principal of, premium, if any, and interest on the Bonds as the same shall become due and payable.

Pursuant to the Indenture, the Issuer has assigned and pledged to the Trustee, for the equal and ratable benefit of the Holders, all revenues and receipts derived by the Borrower from the operation of the Development. Pursuant to a Multifamily Construction and Permanent Leasehold Deed of Trust, Assignment of Rents, Security Agreement and Fixture Filing filed with respect to the Development (the "*Bond Loan Mortgage*") dated as of September 1, 2025 and executed by the Borrower for the benefit of the Issuer, the Borrower has granted to the trustee identified in the Bond Loan Mortgage, for the equal and ratable benefit of the Holders of the Bonds, a first priority mortgage lien on and a security interest in the Development and the rents and leases thereof. The Bond Loan Mortgage may be released or modified in any respect upon compliance with certain conditions in the Bond Loan Mortgage and the Indenture.

Reference is hereby also made to the Financing Agreement, the Indenture, the Bond Purchase and Funding Agreement, and the Bond Loan Mortgage, including all supplements thereto, for a description of the property encumbered and assigned, the provisions, among others, with respect to the nature and extent of the security, the rights of the Issuer, and the rights, duties, and obligations of the Borrower, the Trustee, and the Holders of the Bonds, and the terms upon which the Bonds are issued and secured, redeemed.

Interest will accrue on the outstanding balance of the Bonds at the Interest Rate as provided for in the Bond Purchase and Funding Agreement.

If any monthly amount payable under this Bond or payment with respect to the Bond Loan is not received by Bond Owner (i) within fifteen (15) days after the scheduled due date, Issuer (solely from a corresponding payment made by Borrower under the Bond Loan Note and Financing Agreement) shall pay to Bond Owner, promptly and without demand by Bond Owner, a late charge equal to five percent (5%) of such amount. Failure to make timely payments will cause Bond Owner to incur additional expenses in holding, servicing, and processing this Bond, and that it is extremely difficult and impractical to determine those additional expenses. The late charge payable pursuant to this paragraph represents a fair and reasonable estimate, taking into account all circumstances existing on the date of this Bond, of the additional expenses Bond Owner will incur by reason of such late payment. The late charge is payable in addition to, and not in lieu of, any interest payable at the Default Rate as provided below.

During the continuance of an Event of Default, at the option of Bond Owner, interest under the Bonds shall accrue on the unpaid principal balance from the earlier of the due date of the first unpaid monthly installment or other payment due, as applicable, at a rate (the "*Default Rate*") equal to the lesser of 5 percentage points above the applicable Interest Rate or the Maximum Lawful Rate. 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. An Event of Default will materially increase Bond Owner's risk and/or cause Bond Owner to incur additional expenses in holding, servicing, and processing this Bond arising from its loss of the use of the money due, and that it is extremely difficult and

impractical to determine those additional risks, costs and expenses. The increase in the rate of interest payable under this Bond to the Default Rate represents a fair and reasonable estimate, taking into account all circumstances existing on the date of this Bond, of the additional costs and expenses Bond Owner will incur by reason of an Event of Default and the additional compensation each Bond Owner is entitled to receive for the increased risks of any nonpayment associated therewith.

This Bond is subject to redemption or purchase prior to maturity as provided for in the Indenture.

MISCELLANEOUS PROVISIONS

1. *Business Day Payments.* If the date for payment of the principal of, premium, if any, or interest on this Bond shall be a day which is not a Business Day, then the date for such payment shall be the next succeeding day which is a Business Day, and payment on such later date shall have the same force and effect as if made on the nominal date of payment.

2. *Enforcement; Modification of Indenture and Loan Documents.* The Holder of this Bond shall have the right to authorize and instruct the Trustee to enforce the provisions of the Indenture or to institute action to enforce the covenants therein, or to take any action with respect to any Event of Default under the Indenture, or to institute, appear in or defend any suit or other proceedings with respect thereto, except as provided in the Indenture (Trustee will not act without any such authorization or instruction from Bond Owner). Modifications or alterations of the Indenture, of any indenture supplemental thereto or of Bond Loan Documents, may be made only to the extent and in the circumstances permitted by the Indenture. The foregoing is subject to the terms of the Bond Purchase and Funding Agreement whereby the Bond Owner will act for and on behalf of the Holder for purposes of this Section and otherwise with respect this Bond.

3. *Consent to Modifications.* With the consent of the Issuer, Borrower and the Trustee, as appropriate, and to the extent permitted by and as provided in the Indenture, the terms and provisions of the Indenture and the Bond Loan Documents or any instrument supplemental thereto may be modified or altered by the consent of the Holders of the requisite percentage of Bonds Outstanding required by the Indenture and the Bond Purchase and Funding Agreement. Supplemental indentures may also be executed and delivered, without consent of or notice to any Holders, for the purpose of curing any ambiguity or formal defect or omission in the Indenture or in any supplemental indenture, granting for the benefit of the Holders additional rights, remedies, powers, authority, or security, more precisely identifying the Trust Estate, subjecting to the lien and pledge of the Indenture additional rights, preventing the interest on the Bonds from becoming includible in gross income for federal income tax purposes, qualifying the Indenture under the Trust Indenture Act of 1939, evidencing appointment of a co-Trustee or successor Trustee, bond registrar, or successor paying agent, reconciling the Indenture with Bond Loan Documents, or making any other change which in the judgment of the Trustee based upon an opinion of Bond Counsel is necessary or desirable and will not materially prejudice any non-consenting Holders. Every Holder hereof is deemed by the Holder's purchase and retention of this Bond to consent to be bound by every supplemental indenture and every modification and amendment adopted in

accordance with the provisions of the Indenture, whether or not noted or endorsed hereon or incorporated herein.

4. *Waiver or Consent Conclusive.* The Indenture also contains provisions permitting the Trustee, on behalf of all the Holders, to waive any Event of Default as defined under the Indenture and rescind any acceleration of the Bonds.

5. *Denomination; Exchange; Treatment of Registered Holder.* The Bonds are issued as fully registered bonds without coupons in the minimum denominations of \$100,000 or any amount (including cents) in excess thereof of a single maturity or series; except that a Bond may be exchanged after redemption or purchase for a Bond in the denomination of less than \$100,000 to the extent necessary to represent the unredeemed portion of any Bond. The Bonds may be exchanged by the Holder for other Bonds of any Authorized Denominations and of a like aggregate principal amount, series, and stated maturity, upon surrender thereof by the Holder at the Operations Office of the Bond Registrar or, in the case in which the Trustee is the Bond Registrar, at the Operations Office of the Trustee, in the manner and subject to the limitations provided in the Indenture. The Issuer, the Trustee, the Bond Registrar, and the Paying Agent may deem and treat the Holder of this Bond as the absolute owner of this Bond (whether or not this Bond shall be overdue) for the purpose of receiving payment on this Bond (except as otherwise herein above provided with respect to the Record Date and Special Record Date) and for all other purposes, and the Issuer (or any agent thereof), the Trustee, the Bond Registrar, and the Paying Agent shall not be affected by any notice to the contrary.

6. *Registration of Transfer.* The transfer of this Bond is subject to certain restrictions as provided in the Indenture and described below and to registration by the Holder or by the Holder's attorney hereof upon surrender of this Bond at the designated corporate trust office of the Bond Registrar or, in the case in which the Trustee is the Bond Registrar, at the Operations Office of the Trustee, duly endorsed or accompanied by a written instrument or instruments of transfer in the form printed on this Bond or in another form satisfactory to the Bond Registrar and duly executed and with guaranty of signature of the Holder hereof or his, her, or its attorney duly authorized in writing, containing written instructions as to the details of the registration of the transfer of the Bonds. Thereupon the Issuer shall execute (if necessary) and the Bond Registrar shall authenticate and deliver in the name of the designated transferee or transferees (but not registered in blank or to "bearer" or a similar designation), one or more new Bonds of any Authorized Denomination(s), of a like series and aggregate principal amounts having the same stated maturity and interest rate.

THE TRUSTEE SHALL NOT REGISTER ANY TRANSFER OR EXCHANGE OF ANY BONDS UNLESS ALL REQUIREMENTS OF SECTION 3.12 OF THE INDENTURE ARE MET AND, IF REQUIRED BY THE INDENTURE, SUCH HOLDER'S PROSPECTIVE TRANSFEREE DELIVERS TO THE TRUSTEE AN INVESTOR'S LETTER SUBSTANTIALLY IN THE FORM SET FORTH IN *EXHIBIT C* TO THE INDENTURE.

The Bond Registrar shall not be required (a) to transfer or exchange any Bond during a period beginning at the opening of business fifteen (15) days before the day of the mailing of a notice of redemption or purchase of Bonds under the Indenture and ending at the close of business on the

day of such mailing or (b) to transfer or exchange any Bond so selected for redemption or purchase in whole or in part.

7. *Service Charges, Taxes.* No service charge shall be made to the Holder for any registration, transfer, or exchange herein before referred to, but the Bond Registrar and the Trustee shall require payment of a sum sufficient to cover any tax, fee, or other governmental charge that may be imposed in connection with any transfer or exchange of Bonds, other than exchanges expressly provided in the Indenture to be made without expense or without charge to Holders, and any legal or unusual costs of transfers and lost Bonds.

8. *Acceleration.* In certain events, on the conditions, in the manner and with the effect set forth in the Indenture, the principal of all the Bonds then Outstanding under the Indenture may become or may be declared due and payable before the stated maturities thereof, together with the interest accrued thereon.

9. *Governing Law.* This Bond shall be governed by and construed in accordance with the laws of the State of Texas, excluding its conflict and choice of law principles.

10. *Indenture Controlling.* The terms of this Bond are subject in all respects to the terms of the Indenture. If there is a conflict between the provisions of this Bond and the Indenture, the Indenture shall control.

11. *Authentication.* This Bond shall not be valid or become obligatory for any purpose or be entitled to any benefit or security under the Indenture unless the Certificate of Authentication hereon has been executed by the Bond Registrar.

IT IS HEREBY CERTIFIED AND DECLARED that all acts, conditions, and things required to exist, happen, and be performed precedent to and in the execution and delivery of the Indenture and the issuance of this Bond do exist, have happened, and have been performed in due time, form, and manner as required by law.

[EXECUTED ON THE FOLLOWING PAGES]

IN WITNESS WHEREOF, the Issuer has caused this Bond to be duly executed in its name by the manual or facsimile signature of its President and attested by the manual or facsimile signature of its Secretary all as of the Bond Closing Date stated above.

AUSTIN HOUSING FINANCE CORPORATION

By: _____
Name: Deletta Dean
Title: Treasurer

ATTEST:

By: _____
Name: Erika Brady
Title: Secretary

**[FORM OF CERTIFICATE OF AUTHENTICATION -
TO BE INCLUDED ON ALL BONDS EXCEPT INITIAL BOND]**

CERTIFICATE OF AUTHENTICATION

This Bond is one of the Bonds described in the within mentioned Indenture.

Date of Authentication: _____

ZIONS BANCORPORATION, NATIONAL
ASSOCIATION,
as Trustee

By: _____
Authorized Signature

**[FORM OF COMPTROLLER'S REGISTRATION -
TO BE INCLUDED ON INITIAL BOND ONLY]**

REGISTRATION CERTIFICATE OF COMPTROLLER OF PUBLIC ACCOUNTS

OFFICE OF THE COMPTROLLER §
OF PUBLIC ACCOUNTS §
THE STATE OF TEXAS §

REGISTER NO. _____

I HEREBY CERTIFY that this Bond has been examined, certified as to validity and approved by the Attorney General of the State of Texas, and duly registered by the Texas Comptroller of Public Accounts.

Witness my signature and seal of office this _____.

Comptroller of Public Accounts of the
State of Texas

(SEAL)

[FORM OF ASSIGNMENT]

ASSIGNMENT

FOR VALUE RECEIVED, the undersigned hereby sells, assigns, and transfers unto _____ (Please Print or Typewrite Name and Address) (Please Insert Social Security or Other Identifying Number of Assignee: _____) the within Bond and all rights and title therein, and hereby irrevocably constitutes and appoints _____ attorney to transfer the within Bond on the books kept for registration thereof, with full power of substitution in the premises.

Dated: _____
(Registered Owner)

NOTICE: The signature(s) to this assignment must correspond with the name as it appears upon the face of the within Bond in every particular, without alteration or enlargement or any change whatsoever.

Signature guaranteed

NOTICE: Signature(s) must be guaranteed by a member firm of the New York Stock Exchange or a commercial bank or trust company that is a medallion guarantor.

The following abbreviations, when used in the inscription on the face of the within Bond, shall be construed as though they were written out in full according to applicable laws or regulations.

TEN COM	as tenants in common
TEN ENT	as tenants by the entirety
JT TEN	as joint tenants with rights of survivorship and not as tenants in common
UNIF GIFT MIN ACT _____	Custodian
(Minor)	(Cust)
	Under Uniform Gifts to Minors Act

(State)

Additional abbreviations may also be used though not in the above list.

EXHIBIT C

INVESTOR'S LETTER

AUSTIN HOUSING FINANCE CORPORATION
1000 E. 11th Street
Austin, Texas 78702
Attention: Program Manager

ZIONS BANCORPORATION, NATIONAL ASSOCIATION
1801 Main Street, Suite 460
Houston, Texas 77002
Attention: Corporate Trust

Re: AUSTIN HOUSING FINANCE CORPORATION
Multifamily Housing Revenue Bonds
(Sycamores at Pleasant Valley), Series 2025

Ladies and Gentlemen:

The undersigned representative of Zions Bancorporation, N.A. dba Amegy Bank (the "*Purchaser*"), being the [initial] purchaser of the \$[14,800,000.00] AUSTIN HOUSING FINANCE CORPORATION Multifamily Housing Revenue Bonds (Sycamores at Pleasant Valley), Series 2025 (the "*Bond*") does hereby certify, represent and warrant for the benefit of AUSTIN HOUSING FINANCE CORPORATION (the "*Issuer*") and ZIONS BANCORPORATION, NATIONAL ASSOCIATION, as the Trustee (the "*Trustee*"), and 5900 PLEASANT VALLEY, LP (the "*Borrower*") that the Purchaser is (i) an "accredited investor" (as defined in Rule 501(a)(1), (2), (3), (7), or (8) of Regulation D promulgated under the Securities Act); or (ii) a Qualified Institutional Buyer (as defined in Rule 144A promulgated under the Securities Act).

The Purchaser hereby acknowledges, represents, and warrants to, and agrees with, the Issuer and the Trustee, as follows:

(1) The Purchaser is purchasing such Bond with its own funds (or with funds from accounts over which it has sole investment authority) and not the funds of any other person, and for its own account (or for accounts over which it has sole investment authority) and not as nominee or agent for the account of any other person and not with a view to any distribution thereof.

(2) The Purchaser (i) has such knowledge and experience in business and financial matters and with respect to the purchase and ownership of multifamily housing revenue bond, tax-exempt securities, and other investment vehicles similar in character to the Bonds so as to enable it to understand and evaluate the risks of such investments and

form an investment decision with respect thereto, (ii) has no need for liquidity in such investment, and (iii) is (or any account for which it is purchasing is) able to bear the risk of such investment for an indefinite period and to afford a complete loss thereof.

(3) The Purchaser understands that no offering document or continuing disclosure agreement has been prepared in connection with the sale of the Bonds and acknowledges that it has been provided with, and has had the opportunity to review, all documents relating to the issuance of the Bonds by the Issuer including, without limitation, the Financing Agreement dated as of September 1, 2025, among the Issuer and the Borrower (the "*Financing Agreement*"), the Bond Purchase and Funding Agreement dated as of September 1, 2025, among the Issuer, the Borrower, and Zions Bancorporation, N.A. dba Amegy Bank, as Bond Owner (the "*Bond Purchase and Funding Agreement*"), the Trust Indenture dated as of September 1, 2025, between the Trustee and the Issuer (the "*Indenture*"), and the Bonds. The Purchaser either has been supplied with or has had access to information, including financial statements and other financial information, and has had the opportunity to ask questions and receive answers from individuals concerning said documents and information, and concerning the Issuer, the Borrower, the Development, the guarantor(s), the credit standing of the Borrower and the guarantor(s), so that, as a sophisticated investor, the Purchaser has been able to make its decision to purchase the Bonds.

(4) The Purchaser has had the opportunity to ask questions and receive answers concerning the terms and conditions of the offering and to obtain any additional information it may request.

(5) The Purchaser is a nationally- or state-chartered bank that regularly extends credit to state and local governments by making loans the repayment obligations under which are evidenced by obligations such as the Bonds; has knowledge and experience in financial and business matters that make it capable of evaluating the Borrower, the Bonds and the risks associated with the extension of credit evidenced by the Bonds; and has the ability to bear the economic risk of extending the credit evidenced by the Bonds. The Purchaser is not acting as a broker, dealer, municipal securities underwriter, municipal advisor or fiduciary in connection with its extension of credit evidenced by the Bonds.

(6) The Purchaser acknowledges that (a) the Bonds (i) have not been registered under the Securities Act of 1933, as amended, (ii) have not been registered or otherwise qualified for sale under the securities laws of any state, and (iii) will not be listed on any securities exchange and (b) there is no established market for the Bonds and that none is likely to develop.

(7) THE PURCHASER UNDERSTANDS THAT:

(i) NEITHER THE STATE OF TEXAS, THE ISSUER, THE SPONSORING POLITICAL SUBDIVISIONS, NOR ANY POLITICAL SUBDIVISION OR AGENCY OF THE STATE OF TEXAS, SHALL BE LIABLE OR OBLIGATED (GENERALLY, SPECIALLY,

MORALLY, OR OTHERWISE) TO PAY THE PRINCIPAL OF THE BONDS OR THE PREMIUM, IF ANY, OR INTEREST THEREON, AND NEITHER THE FAITH AND CREDIT NOR THE TAXING POWER OF THE STATE OF TEXAS, THE ISSUER, THE SPONSORING POLITICAL SUBDIVISIONS, OR ANY OTHER POLITICAL SUBDIVISION OR AGENCY THEREOF IS PLEDGED TO THE PAYMENT OF THE PRINCIPAL OF, PREMIUM, IF ANY, OR INTEREST ON THE BONDS; AND

(ii) THE ISSUER HAS NO TAXING POWER AND PRINCIPAL, PREMIUM, IF ANY, AND INTEREST ON THE BONDS IS PAYABLE SOLELY OUT OF THE MONEYS TO BE RECEIVED BY THE TRUSTEE ON BEHALF OF THE ISSUER UNDER THE FINANCING AGREEMENT AND AMOUNTS ON DEPOSIT IN THE FUNDS AND ACCOUNTS ESTABLISHED AND PLEDGED UNDER THE INDENTURE.

(8) The Purchaser understands that in connection with any proposed transfer or exchange of Bond, there must be delivered to the Trustee an Investor Letter from the transferee to substantially the same effect as this letter.

(9) The Purchaser understands that, in connection with any proposed transfer of the Bonds, such transfer must be limited to an Eligible Purchaser. "*Eligible Purchaser*" means a prospective transferee that the Purchaser has clear grounds to believe and does believe can make representations with respect to itself to substantially the same effect as the representations set forth herein.

(10) THE PURCHASER HEREBY INDEMNIFIES THE ISSUER AND THE TRUSTEE FROM AND AGAINST ANY AND ALL LIABILITY, COST, OR EXPENSE (INCLUDING ATTORNEYS' FEES) THAT MAY RESULT IF THE REPRESENTATIONS CONTAINED IN THIS INVESTOR'S LETTER ARE FALSE IN ANY MATERIAL RESPECT.

(11) The Purchaser is acquiring ____% of the Bonds Outstanding.

(12) The Purchaser has conducted its own investigation to the extent it deemed necessary. The Purchaser has been offered an opportunity to have made available to it any and all such information it might request from the Issuer, the Borrower and the guarantor(s). On this basis, it is agreed by the Purchaser that the Purchaser is not relying on any other party or person to undertake the furnishing or verification of information related to the referenced transaction.

(13) The Purchaser understands that, as a Holder of the Bonds, it may be called upon, in accordance with the terms of the Indenture, to succeed to the role of Bond Owner under the Indenture and the Financing Agreement and hereby agrees to assume and faithfully perform all of the rights, duties and obligations of the Bond Owner in the event it is selected to serve in such capacity.

The Bonds for this Purchaser should be registered with the Trustee as follows and an executed W-9 has been attached:

Name: _____
Address: _____
Tax ID #: _____

Payment instructions: () wire () check

This Investor's Letter and the representations and agreements contained herein are made for your benefit and may be relied upon by you.

IN WITNESS WHEREOF, the Purchaser has caused this Investor's Letter to be executed by its duly authorized representative on and as of the ____ day of _____.

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK]

PURCHASER

ZIONS BANCORPORATION, N.A.
DBA AMEGY BANK

By: _____
Name: _____
Title: _____

MUST BE SIGNED BY ACTUAL PURCHASER. MAY
NOT BE SIGNED BY NOMINEE OR AGENT.

EXHIBIT D

SINKING FUND REDEMPTION AMOUNTS

[FOLLOWS ON NEXT PAGE]