

*Osceola County
Housing Finance Authority*

Agenda

October 21, 2025

AGENDA

Osceola County

Housing Finance Authority

Meeting Agenda

Tuesday
October 21, 2025
1:00 PM

Hart Memorial Library: Roseada Room
211 East Dakin Avenue
Kissimmee, Florida

Authority Members Meeting

1. Call to Order
2. Public Comment Period
3. Approval of Minutes
 - A. July 15, 2025 Board Meeting
4. Items Related to Dominion Development Projects
 - A. Consideration of Bond Surety Form in Lieu of Escrow
 - B. 2100 Yates Road Project
 - i. Bond Application Request Update (Ad Valorem Tax Exemption)
 - C. Clay Whaley Road Project
 - i. Bond Application Request Update (Ad Valorem Tax Exemption)
 - ii. Consideration of Gap Funding Commitment Letter
5. Consideration of Bond Application from Balsam Green for Kissimmee Development – Palmera Apartments
 - A. Consideration of Resolution 2026-01 Bond Inducement Resolution
 - B. Setting of TEFRA Hearing
 - C. Assignment of Bond Counsel and Credit Underwriter
6. Consideration of Resolution 2026-02 Authorizing Issuance of Bonds – 2025 Series B (San Jose Apartments) & Exhibits
 - A. Exhibit A
 - i. A-1: Trust Indenture
 - ii. A-2: Subordinate Note Registrar Agreement
 - B. Exhibit B
 - i. B-1: Loan Agreement (Bonds)
 - ii. B-2: Subordinate Loan Agreement
 - C. Exhibit C: Land Use Restriction Agreement (Relates Both to Bonds and Subordinate Note)
 - D. Exhibit D
 - i. D-1: Multifamily Promissory Note
 - ii. D-2: Subordinate Promissory Note
 - E. Exhibit E: Arbitrage Rebate Agreement
 - F. Exhibit F: Environmental Indemnity

- G. Exhibit G: Guaranty of Recourse Obligations
- H. Exhibit H: Guaranty of Completion
- I. Exhibit I: Guaranty of Operating Deficits
- J. Exhibit J: Compliance Monitoring Agreement
- K. Exhibit K: Purchase Contract (For Bonds)
- L. Exhibit L
 - i. L-1: Preliminary Official Statement
 - ii. L-2: Subordinate Note Disclosure Statement
- 7. Setting December Special Meeting for Consideration of CUR for Crestwood at St. Cloud Apartments
- 8. Discussion of HFA Possible Contributions with Osceola County for Future Affordable Housing Developments
- 9. Discussion of Sadowski Education Effort Contribution
- 10. Consideration of Website Creation & Maintenance Proposal from ReAlign Web Design
- 11. Appointment of Audit Committee and Chairman
- 12. Staff Reports
 - A. Attorney
 - B. Manager
 - i. Consideration of Authorizing Resolution with Florida PRIME for Investment of Excess Public Funds
 - ii. Discussion Liability Insurance Coverage
- 13. Other Business
 - A. Presentation of Occupancy Reports
- 14. Authority Member Requests/Comments
- 15. Next Meeting Date
- 16. Adjournment

Audit Committee Meeting

- 1. Roll Call
- 2. Public Comment Period
- 3. Audit Services
 - A. Approval of Request for Proposals and Selection Criteria
 - B. Approval of Notice of Request for Proposals for Audit Services
 - C. Public Announcement of Opportunity to Provide Audit Services
- 4. Adjournment

AUTHORITY MEMBERS MEETING

MINUTES

SECTION A

MINUTES OF THE MEETING OF
THE MEMBERS OF THE
OSCEOLA COUNTY HOUSING FINANCE AUTHORITY

July 15, 2025

The meeting of the Osceola County Housing Finance Authority was held at the Hart Memorial Library, Room 107, 211 E. Dakin Avenue, Kissimmee, Florida on the 15th day of July, 2025 at 1:00 p.m.

The following members were present:

Duane “Rocky” Owen, Chairman
Karen Giel, Vice Chair
Casmore Shaw, Secretary/Treasurer
Renee Lavendar, Assistant Secretary
Jacob Dorn, Assistant Secretary

Also present were:

George S. Flint – GMS – CF, LLC
Jan Carpenter, Esq. - Latham, Luna, Eden & Beaudine, LLP
Jeanne Adams – Latham, Luna, Eden & Beaudine, LLP
Mike Watkins – Greenberg Traurig – Bond Counsel
Josh Scribner – Seltzer Management – *via telephone*
Kat Johnson – Seltzer Management – *via telephone*
James Riley – Lincoln Avenue Communities
Helen Feinberg – RBC Capital Markets - Underwriter *via telephone*

ITEM #1

Call to Order

Mr. Owen called the meeting to order at 1:00 PM. Five Board Members were physically present, constituting a quorum.

ITEM #2

Public Comment Period

Mr. Flint stated we have one member of the public, but they will speak under there item. There being none,

ITEM #3

Approval of Minutes

A. April 28, 2025 Board Meeting

Mr. Flint asked if there were any comments or corrections?

Mr. Dorn stated on page 10, line 5 doesn't make much sense.

Ms. Carpenter stated I marked up a couple of cleanup comments, George, I'll give you the printout.

On MOTION by Mr. Owen, seconded by Mr. Dorn, with all in favor, the minutes of the April 28, 2025 Board meeting were approved as amended.

B. April 28, 2025 TEFRA Hearings

- i. Crestwood Apartments**
- ii. Dominium St. Cloud Family Development**
- iii. Yates Road Development**

Mr. Flint asked if there were any comments or corrections?

Ms. Carpenter stated no one came to any of those, so the minutes are very short.

On MOTION by Mr. Owen, seconded by Ms. Giel, with all in favor, the minutes of the April 28, 2025 TEFRA Hearings were approved subject to the affidavit being attached.

ITEM #4

**Consideration of Resolution 2025-09
Providing for the Removal and
Appointment of Treasurer of the
Authority; Appointment of Assistant
Treasurers of the Authority**

Mr. Flint stated what this resolution does is rescind Mr. Shaw's appointment as Treasurer, appoints me as Treasurer, and then Darrin Mossing, Sr. and Katie Costa as Assistant Treasurers. You're going to consider a motion or a resolution under item six requesting the County to transfer the funds to the Authority. This would allow us to open the bank accounts and administer the funds for the Authority.

Ms. Carpenter stated this is follow up from the last meeting where we retained GMS to basically run and manage the HFA. This puts into place that we can direct the County to transfer the funds to a bank account that meets all the statutory requirements. And then we can get regular updates on the finances, where they can get the budgets developed.

Mr. Flint stated we'll prepare financial statements for every meeting, and we'll prepare the annual budget. I serve as Secretary or Treasurer on over 100 special districts, so this is not unusual. And we do carry insurance that protects the Authority in the event of a loss.

On MOTION by Ms. Giel, seconded by Mr. Owen, with all in favor, Resolution 2025-09 Providing for the Removal and Appointment of Treasurer of the Authority; Appointment of Assistant Treasurers of the Authority.

ITEM #5**Consideration of Resolution 2025-10
Establishing a Local Bank Account and
Appointing Bank Account Signatories**

Mr. Flint stated item five would establish a local bank account and appoint signers for the account. We're recommending this for the operating account. We'll come back to you with a recommendation on an investment account, but this is to authorize us to get an account open once the County transfers the funds, and then we would recommend, at a future meeting, we'll bring back a resolution authorizing us to open an account with the State Board of Administration, the Local Government Trust Fund. That's what most of the counties and school boards and cities use as their investment pool. That's one option that we could do, there other things as well, but that's a pretty safe option, because it preserves principle. It's liquid. We can access the funds within 24 hours, and then the return is reasonable compared to money market funds.

Ms. Carpenter stated there are statutory protections, we have to open an account with a bank that qualifies as a public depository.

Mr. Flint added and Truist is formerly SunTrust. Most of the special districts we deal with have their accounts at Truist. This is just to get an operating account open and the recommended signers on this were the Chair, myself and the two Assistant Secretaries.

Mr. Dorn asked how many signatures are going to be required to go on checks?

Mr. Flint responded two. You're going to have an annual audit performed and you're also going to get financial statements at every meeting so you'll have a much better idea going forward of what you have available, what you're spending and how the funds are invested.

Ms. Carpenter added right now for us to try to track what's been paid, we have to go through the last year and try to track payments to who's paid what. It'll be a lot easier to track what's coming in from bond issues.

On MOTION by Mr. Owen, seconded by Mr. Dorn, with all in favor, Resolution 2025-10 Establishing a Local Bank Account and Appointing Bank Account Signatories, was approved.

ITEM #6**Consideration of Resolution 2025-11
Authorizing Transfer of Authority Funds
from Osceola County to Authority's
Depository**

Ms. Carpenter stated this resolution is directing the transfer of funds from Osceola County to the Authority. This will then give us a formal resolution to go to the County to say, now we need to get those funds back. And once the accounts open, this is where it gets transferred to. The County departments are going to need to know there was a formal resolution, so that's what this is. As soon as the accounts are set up, and we will go forward and try to get money transferred.

Mr. Flint stated we may decide it would make sense to wait until October 1st to align with the fiscal year.

Ms. Carpenter added and that does fit in with the audit. The County includes the HFA in their audit, so they will continue it for this year, and then we have to make the decision starting October 1st. Do we want them to continue for the next year, or do we want to then have our own audits, so we have a separate audit of everything that GMS is doing and that Authority is doing.

On MOTION by Ms. Giel, seconded by Mr. Owen, with all in favor, Resolution 2025-11 Authorizing Transfer of Authority Funds from Osceola County to Authority's Depository was approved.

ITEM #7**Consideration of Credit Underwriting
Report for San Jose Apartments Bond
Issuance**

Mr. Flint stated item seven is presentation of a Credit Underwriting Report for the San Jose Apartments.

Ms. Carpenter stated I was speaking with Helen Feinberg of RBC, who's been the Underwriter on most of the transactions that HFA has handled. She's been doing this for quite a while, since San Jose and Crestwood, which is also coming up and we'll have an underwriting report shortly, are preservation projects. I thought her explaining a little bit of the background of the preservation projects would help. Helen, do you mind just giving an explanation of what the idea of preservation is in the State?

Ms. Feinberg stated sure, my focus on preservation dates back a number of years ago. I was appointed by the Governor to serve as the Chair of the Affordable Housing Study Commission for the State, which has been inactive of late, but at the time when I studied preservation, along with the Board that was also included, we spent a two-year period studying preservation. We looked at the expirations of land use restriction agreements and the inventory of affordable housing in the State. And from a policy standpoint, the stakeholders, including Florida housing, felt that preservation was extremely important of existing affordable units, which San Jose is one of these. For example, Florida housing established a set aside for 9% tax credits that targeted the preservation of existing units. While new construction is wonderful, eventually those deed restrictions do expire. And in the case of the San Jose transaction, this one is in Seminole County, and the County did approve an area of operation resolution where they invited Osceola to act on their behalf in terms of issuing the bonds as the only issuer in the region. And this project has been awarded volume cap, so it's ready to go. I just wanted to underscore that we often think about the creation of new affordable housing is wonderful, but extending the useful life of existing housing is critical to meeting the tremendous demand for the affordable units. So that's it, from my perspective, but happy to answer any questions.

Ms. Carpenter stated thanks Helen. We have San Jose, and Crestwood is currently being underwritten which is another rehabilitation one. We have not seen any rehabs in a long time here, so I thought it was important. Just so everyone knows, if it's solely a tax credit development, they only have a 15-year set aside, as well as bonds. The State adds another 15 years to those, and sometimes up to 30 and 50 years, but there's been a number of studies just showing the number of affordable units that are going out of affordability versus the number that are being built. So that's why they had that. I thought that'd be interesting for you all to know the difference and why some are targeted the way they are, and why we look at these as well as and why bonds are allowed on these as well as for new construction. I'll ask Seltzer to describe the report and the financing, but just so you know, Florida housing does have different requirements for rehabilitation, preservation projects. Certain dollar amounts have to be spent, certain things have to be done to qualify. Josh, if you could explain briefly what they're doing from a rehab and financing perspective. We also have James Riley from Lincoln Avenue Communities here to answer questions once the Board has heard Seltzer's description of the underwriting and their recommendation.

Mr. Shaw joined the meeting at this time.

Mr. Scribner stated this transaction consists of short term tax exempt bond financing for the acquisition and rehab of San Jose Apartments. There'll be a total tax exempt bond issuance of \$27,500,000.00. Of that \$8 million will be tax exempt seller financing, with the rest of it being a Series A tax exempt financing that'll be cash collateralized through a portion of a Truist bank loan and Grand-bridge loan. Series A's will be 100% cash collateralized throughout the construction period. Upon construction completion and at conversion, all the tax bonds will be paid off or redeemed, and then the remaining funding sources will all be taxable. There is an existing HUD 223(f) loan that will remain in in the debt stack and in first lien position, followed by a Grand-bridge HUD 241(a) loan, \$8 million of seller financing. And then some various other sources, including tax credit equity, deferred developer fee, and some solar equity from the solar panel installation that will occur on the property. The total construction budget is just under \$10 million which comes out to about a little bit over \$70,000 per unit. It is inclusive of GC fee, construction period is slated for I believe it was 18 months and this will be an in place tenant rehab. We do have a small relocation budget, but right now, the vast majority of the rehab that's going to occur in the units can take place with the tenants being relocated off site. With the exception of the ADA section 504 unit, those need a little bit more extensive rehab, so those tenants will have to be relocated throughout. Happy to answer any other specific questions.

Ms. Carpenter stated I'll just add in on the set asides for tax exempt bonds. The minimum requirement is 40% at 60 which is what most of the developers choose. So, 40% of the units have to be leased to folks at 60% area median income or less. In this case, they have agreed to 80% of the units at 60 and also 20% at 50, which is a little bit lower, and they've agreed to extend for 30 years. So that doubles the bond number. Those match their housing credit units where they're doing all of them at 60%. The good thing about housing credits is they also have rent restrictions, and bonds don't. So these will also be rent restricted units. They can't charge more than 30% of the income of the tenants. So that's definitely a benefit. And the extended set asides, which is something the Board might want to think of later for future applications. Do we want to require longer periods? Josh explained the financing scenario is an assumption of an existing HUD loan and then a new HUD loan, and HUD has underwritten the transactions, and actually started calls talking about the transaction, so it sounds like they are either approved or are well on their way to approval on those loans. Truist is the equity provider, which means they are purchasing the tax credit, tax credits on the property. So they're putting in, forget how much, but they're putting in money at the beginning,

they have to put at least 15% at closing, and then they're putting in, \$19,334,000.00 so there's a lot of other investors that are underwriting this transaction as well. I think we're about the last on the approval list.

Mr. Dorn stated I understand it during the construction phase, we get a second mortgage, and there's also a third mortgage, which is the \$8 million to purchase

Ms. Carpenter responded generally, we will work through title as to the priority of the mortgages. These are cash collateralized bonds, which means there will be enough money every time a draw is made of bond proceeds for construction. There will be a loan that will put with the Trustee an equal amount of money so those bonds are always secured by cash. Under Chapter 159 which regulates housing finance authorities, the HFA does not have to have a mortgage. We generally have one just as extra security.

Mr. Scribner added we do have a debt service coverage for all hard debt over the minimum standard that you guys have, which is a 1.10 debt service coverage. But the in the permanent period, the seller financing portion, we weren't able to achieve that debt service coverage, so the developer applicant agreed to convert that seller note from tax exempt to taxable because they couldn't meet that debt service coverage requirement.

Mr. Dorn stated my other question was about the solar tax credit. After reading through the One Big Beautiful Bill that just passed and looking for things that affected housing, I didn't pay attention to the solar tax credits but there were an end to those. Have you looked if this is going to be affected? Because that's a million dollar hole in your budget.

Mr. Riley stated I'm with Lincoln Avenue Communities, thank you everyone for having me. So, when it comes to the One Big Beautiful Bill and the solar provisions in there, there's kind of two different tests. One is that construction begins, I think before December 31, 2026. I do know that the start date is within 2026 and I believe they have to be complete by the end of 2028, please don't quote me on the dates, but we do have at least a year now to both begin construction and then I believe it's three years to complete that, all of which should be done well in that time period.

Ms. Carpenter asked any other questions about the developments? What Seltzer didn't say is they did make a recommendation for the issuance of the bonds in this amount based on the terms in the Underwriting Report.

On MOTION by Mr. Dorn, seconded by Mr. Shaw, with all in favor, Consideration of Credit Underwriting Report for San Jose Apartments, was approved.

ITEM #8**Bond Allocation Verbal Update**

Mr. Flint stated moving on to the bond allocation verbal update, Mike?

Mr. Watkins stated so for 2025, Region 7, which is Osceola and Seminole, started out with around \$62,000,000.00 in allocation. We used 10 million on Buen Vecino which we closed. Then we've got \$27,500,000.00 allocated to San Jose, and the remainder we're going to request carry forward for. They've confirmed they're not going to close the next year. So that's where we stand with all the allocation for Region 7.

ITEM #9**Update on Dominion Applications for Bond Financing**

Ms. Carpenter stated these were the two transactions that were brought to the Board at the last meeting, Yates Road and St. Cloud. The Board rejected due to the structure that they were relying on enough high enough increased rents at conversion, but there would be a shortfall if those rents were not increased, and we would require them to put the money up to show that, or provide another financing source. Devon, who was here at a couple meetings, has called, and they are still trying to work through some way of getting those deals done, because this would pretty much prohibit them from using their normal model in Florida. We did do the TEFRA's, so we're good for a year, if they can come back. But I just wanted to let you know they have not gone away completely, and they're trying to come up with a workaround, but so far, nothing has sounded great.

ITEM #10**Ratification of Disbursements #166 - #169;
Approval of Disbursements #170 - #171**

Mr. Flint stated next is ratification of Disbursements #169 - #199. Are there any comments?

On MOTION by Ms. Giel, seconded by Mr. Owen, with all in favor, Disbursements #166 - #169 were ratified.

On MOTION by Ms. Giel, seconded by Mr. Shaw, with all in favor, Disbursements #170 - #171 were approved.

ITEM #11**Attorney's Report**

Ms. Carpenter stated not much new. A couple changes in the Live Local Act and July 1st legal changes. Nothing that would affect the way we're doing business right now. The only thing of importance is last year the legislature put in an ad valorem tax exemption for affordable housing developments that had land use restriction agreements with the State. The statute changed to add that for housing finance authorities. We may be seeing that on deals here if they don't have a State loan, like a sale loan or home loan or some other state funding. I talked with some of the folks at the state who were instrumental in drafting the State's form of agreement. We're working on making sure that all the HFAs are using the same form the State uses so there's no question for a developer when they get to a Property Appraiser and they're like, wait a minute, this says this, that says that. The one downside we have is the lenders get very nervous about the tax exemptions, because they're underwriting minus \$150,000.00 or \$200,000.00 a year on expenses. It took the State months and months with some of the big lenders to get them comfortable with it, because if the development is in non-compliance with their set asides for affordable housing, then there is a huge penalty of 10 times the amount of loan. It's it looks like it's a mistake in the statute, but it did not get changed. The State just passed a regulation that went into effect July 1st, but HFAs don't have those rules. There are some issues that are going to happen if we're asked to do that that have not been worked out yet.

Mr. Flint added and the Property Appraiser is the one that ultimately approves the exemption.

Mr. Dorn stated there was also a State provision that passed recently for affordable housing where it can override local zoning in the Live Local Act.

Ms. Carpenter stated there are some exceptions and there were some changes. We have to be a bit cautious in that we don't have permitting and zoning authority, so we have to look from a standpoint of affordable housing.

Ms. Lavendar added that was what was alarming to me. And then there's also provisions that allow them to do variances to where they could get away with purchasing smaller properties, having 20% forgiveness on adequate parking spaces to be able to develop out more which is basically creating a huge problem. I mean, we've got subdivisions, single family home subdivisions going in now that are having to allocate empty space for overflow parking because driveways now, you're lucky to fit two cars, and you got a five-bedroom home with six cars.

Ms. Carpenter responded yeah it's posed a lot of questions for the local jurisdictions. Hopefully we won't have that issue here but we'll see and if I can find a good write up of that I'll

send it out to you all. That's it, other than my usual Sunshine Law, public records law. Don't forget, you can't talk to one another about things that may come before the Board and any papers you keep in your course of business, you should keep separate in case someone does the public records requests, and we do get them occasionally from other developers that are asking for what's been submitted to the State.

ITEM #12**Other Business****A. Presentation of Occupancy Reports**

Mr. Flint introduced the occupancy reports for review and discussion. He added I know on the Hallmark there's been the question about the zero occupancy, and I think Seltzer has explained that they only review each one of those projects once a year, and until they review it, it shows zero but there are program reports that are generated that are not reviewed reports, and the Osceola County Hallmark projects that are in question that shows zero are actually 100% occupied, according to the program reports.

Mr. Scribner added no, those are not reviewed yet.

Mr. Flint stated what you see in your occupancy reports are reviewed communities and because those haven't been reviewed yet they show them as zero until they review them.

B. Approval of Fiscal Year 2026 Meeting Schedule

Mr. Flint stated each year you set an annual meeting schedule, we've got four suggested meeting dates: January 20th, April 21st, July 21st, and October 20th. Those are all in this location, the Hart Memorial Central Library at 1:00 P.M.

Ms. Carpenter asked what is our last meeting for 2025? We will need another meeting for the bond documents.

Mr. Flint the next meeting is October 21st. We can always schedule a special meeting in September if needed.

On MOTION by Ms. Giel seconded by Mr. Owen, with all in favor, the Fiscal Year 2026 Meeting Schedule, was approved.

ITEM #15**Authority Member Requests/Comments**

Mr. Shaw asked was a report given on the ALHFA conference?

Mr. Flint responded I handed this from the conference if you want a copy of that and I'd be happy to provide you with an agenda. It was in Clearwater Beach, and it ran from Wednesday night to Saturday morning. Well attended. The Lunch and Learn on Friday, they actually featured several of Osceola County's projects, Dominion and Birdsong and Helen were there and they presented and we emailed the PowerPoints out for those so, that was a good showing for Osceola County. Danica Ransom was there from Osceola County, she attended the conference as well. I think it was well attended, it was informative. They talked about the Live Local Bill, there's probably some materials for that that might be useful. Staff will pull that information.

Ms. Lavendar stated I would like a copy of that.

Mr. Dorn asked do we know what we're going to have to do different when the GMS contract starts?

Mr. Flint responded since we don't have the funds yet, part of what I'm working on is getting that transitioned, and then we'll be preparing an annual budget for the Authority. We'll get the funds transferred, and then we'll be in a position to be able to prepare financial statements.

Mr. Dorn stated we're going to need an annual audit, which is going to be an expense.

Mr. Flint responded the County is going to do the audit through September 30 of this year, so we don't have to worry about an audit until October 1, 2026.

Ms. Carpenter stated the County agreed that they would do it as long as we needed to, so we can sort of see how the transition goes. And we'll get a website going, so we'll have our own website, rather than be on the County's.

Mr. Flint stated we'll build all of that into the budget, but the first step is to get the money transferred and that may not be until October 1st so it makes sense at this point to wait and do it with the fiscal year.

ITEM #16

Adjournment

On MOTION by Ms. Giel seconded by Mr. Owen, with all in favor, the meeting was adjourned.

_____, Chairman/Vice Chairman

SECTION IV

SECTION A

SURETY BOND

BOND NO._____

BETWEEN:

"SURETY,"

OF THE FIRST PART

and

"PRINCIPAL,"

OF THE SECOND PART

KNOW ALL MEN BY THESE PRESENTS that the PRINCIPAL and the SURETY are held and firmly bound unto the Housing Finance Authority of {TBD} County, State of Florida (hereinafter the "HFA") hereinafter as Obligee in the amount of _____ DOLLARS (\$_____) of lawful money of the United States of America for which payment will be made, the Principal and the Surety bind themselves, their heirs, executors and administrators, successors and assigns, and each of them, jointly and severally, firmly by these presents.

WHEREAS, the Principal is the "developer" as that term is defined in Rule Chapter 67-21 of Florida Code, and the Principal is developing an affordable housing project known as _____ which is located at _____ and,

WHEREAS, Rule Chapter 67-21 of Florida Code that requires that the Principal, as Developer, shall pay into an escrow account with an authorized Trustee to guarantee the availability of the Affiliate funds needed to convert permanent financing in accordance with Rule Chapter 67-21 of Florida Code; and,

WHEREAS, the DIRECTOR of the HFA has the discretion to accept other assurances in lieu of requiring the Developer to escrow such funds, including, but not limited to, a surety bond or an irrevocable letter of credit in an amount equal to the escrow requirement of Rule Chapter 67-21 of Florida Code.

NOW, THEREFORE, the PRINCIPAL and the SURETY herein do covenant and agree as follows:

1. All terms defined in Rule Chapter 67-21 of Florida Code, the rules promulgated thereto, in any receipt, shall have the same meanings when used in this Bond.
2. SURETY may terminate its liability by giving not less than thirty (30) days written notice of its intent mailed to the PRINCIPAL and HFA. Such termination shall not relieve the SURETY of any liabilities incurred prior to the effective termination of liability received in written notice mailed but shall be final thereafter. In no event, whatsoever, shall the SURETY be liable to the Obligee for an amount greater than _____ Dollars \$_____.
3. Upon certification of cancellation by the HFA as provided in Paragraph 2 above, and upon approval of HFA, such approval not to be unreasonably withheld, the obligations of the SURETY under this Bond shall expire.
4. When PRINCIPAL fails to refund deposits as required by Chapter 718, Florida Statutes, and/or agreements with buyers, ESCROW AGENT or HFA may declare this Bond in default and the SURETY is required to disburse funds in the amount of refund deposits that are due and payable within 30 days by SURETY as a debt to ESCROW AGENT or HFA, the amount payable being subject to any reductions to the face amount calculated pursuant to Paragraph 5 herein.
5. This Bond shall be called only to the extent and amount necessary to bring the Developer into compliance with Rule Chapter 67-21 of Florida Code.
6. PRINCIPAL hereby covenants, promises and agrees that if as a result of this Bond, SURETY pays any sum of money to or at direction of the HFA or PRINCIPAL shall pay said sum of money immediately to SURETY.
7. SURETY shall not be liable for a greater sum than the specified penalty of the Bond.
8. No right of opinion shall accrue on this Bond to or for the use of any person or corporation other than the HFA.

IN WITNESS WHEREOF, the PRINCIPAL and SURETY have signed and sealed this Bond this ____ day of _____.

Signed, Sealed and Delivered
in the Presence:

PRINCIPAL:

BY: _____
Name:
Title:

BY: _____

Dated: _____

SURETY:

BY: _____
Name: _____

BY: _____
Title: _____

Dated: _____

Countersigned:

BY: _____

SECTION B

SECTION 1

August 1st, 2025

VIA E-MAIL TRANSMISSION

Jan Carpenter

Latham, Luna, Eden & Beaudine, LLP

RE: Request Update – Kissimmee, FL

Dear Osceola County Housing Finance Authority,

Kissimmee Leased Housing Associates V, LLLP is seeking to amend our bond application submitted on 4/14/25 for the requested allocation of \$49,000,000 in tax-exempt bonds,

In connection with our bond allocation request, we are requesting a 100% real estate property tax exemption for the proposed community via a 99-year affordability election in the Bond LURA. The 99-year affordability period election would be consistent with the applicable sections of HB 7031 (Sections 196.195 and 196.196). We also request that the respective Bond LURA adopt the same affordability and penalty provisions recognized by Florida Housing Finance Corporation (FHFC), to ensure consistency with FHFC's implementation of the statute.

Further, the underwriting materials submitted as part of our initial bond application, "16. Detailed Pro Forma" is being amended to show a request for a full property tax exemption. Please reference "Exhibit A" below for the amended excerpt from the bond application that shows a full property tax exemption.

Sincerely,

Devon Quist

Vice President & Project Partner



2025 Osceola County Housing Finance Authority Open Cycle Tax-Exempt Bond Application

Exhibit A – First Year Pro Forma Income & Expense Analysis

Kissimmee - Family								
2100 Yates Road, Kissimmee, Florida								
PRO FORMA								
Unit Description	2025 NMR	Number of	Square Feet	2026 NMR	Rent per SqFt	Monthly Income	Annual Income	
Unit Mix								
One Bedroom - One Bathroom - 60%	\$ 1,092	-	575	\$ 1,208	\$ 2.10	\$ -	\$ -	\$ -
Two Bedroom - Two Bathroom - 60%	1,300	51	853	1,439	1.69	73,389		880,668
Three Bedroom - Two Bathroom - 60	1,491	102	1,177	1,650	1.40	168,300		2,019,600
Four Bedroom - Two Bathroom - 60%	1,652	51	1,437	1,830	1.27	93,330		1,119,960
Total/Average	\$ 1,483	204	1,161	\$ 1,642	\$ 1.41	\$ 335,019	\$	4,020,228
Income						Per Unit	Total	
Gross Potential Income						\$ 19,707	\$	4,020,228
Apartment Vacancy Expense						(985)		(201,011)
Total Rental Income						\$ 18,722	\$	3,819,217
Other Income								
Cable, Satellite, and Utilities Revenue						\$ -	\$	-
RUBS/Trash Revenue						799		163,093
Laundry/Vending						581		118,483
Tenant Charges						407		83,111
Parking Income						-		-
Storage Income						-		-
Miscellaneous						44		9,059
Total Other Income						\$ 1,832	\$	373,747
Effective Gross Income						\$ 20,554	\$	4,192,963
Expenses						Per Unit	Total	
Operating Costs								
Marketing						\$ 89	\$	18,087
Administrative						390		79,490
Insurance						1,011		206,194
Payroll						1,536		313,300
Utilities						1,777		362,429
Repairs, Maintenance, and Turnover						1,152		235,033
Total Operating Costs						\$ 5,954	\$	1,214,533
Operating Costs Less Utilities & Insurance						\$ 3,166	\$	645,910
Non-Operating Costs								
Management Fee						\$ 617	\$	125,789
Property Tax						-		-
Replacement Reserves						300		61,200
Total Non-Operating Costs						\$ 917	\$	186,989
Total Expenses						\$ 6,870	\$	1,401,521
Net Operating Income						Per Unit	Total	
						\$ 13,684	\$	2,791,442

SECTION C

SECTION 1

DOMINIUM Bond Application – Request Update

August 1st, 2025

VIA E-MAIL TRANSMISSION

Jan Carpenter

Latham, Luna, Eden & Beaudine, LLP

RE: Request Update – St. Cloud, FL

Dear Osceola County Housing Finance Authority,

St. Cloud Leased Housing Associates IV, LLLP is seeking to amend our bond application submitted on 02/18/2025 for the requested allocation of \$105,000,000 in tax-exempt bonds,

In connection with our bond allocation request, we are requesting a 100% real estate property tax exemption for the proposed community via a 99-year affordability election in the Bond LURA. The 99-year affordability period election would be consistent with the applicable sections of HB 7031 (Sections 196.195 and 196.196). We also request that the respective Bond LURA adopt the same affordability and penalty provisions recognized by Florida Housing Finance Corporation (FHFC), to ensure consistency with FHFC's implementation of the statute.

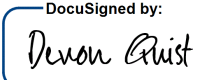
Further, the underwriting materials submitted as part of our initial bond application, "16. Detailed Pro Forma" reflect and support this request for a full property tax exemption. Please reference "Exhibit A" below for a relevant excerpt from the bond application for your reference.

Sincerely,

Devon Quist

Vice President & Project Partner

DocuSigned by:


FF0D28C5F4B944C...

DOMINIUM Bond Application – Request Update

2025 [Osceola County] Housing Finance Authority Open Cycle Tax-Exempt Bond Application

Exhibit A – First Year Pro Forma Income & Expense Analysis

Clay Whaley Rd 2929 Clay Whaley Rd, St. Cloud, FL PRO FORMA							
Unit Description	2025 NMR	Number of Units	Square Feet	2025 NMR	Rent per SqFt	Monthly Income	Annual Income
Unit Mix							
One Bedroom - One Bathroom - 60%	\$ 1,092	-	801	\$ 1,092	\$ 1.36	\$ -	\$ -
Two Bedroom - Two Bathroom - 60%	1,300	105	1,101	1,300	1.18	136,500	1,638,000
Three Bedroom - Two Bathroom - 60%	1,491	210	1,254	1,491	1.19	313,110	3,757,320
Four Bedroom - Two Bathroom - 60%	1,652	105	1,481	1,652	1.12	173,460	2,081,520
Total/Average	\$ 1,483	420	1,273	\$ 1,484	\$ 1.17	\$ 623,070	\$ 7,476,840
Income						Per Unit	Total
Gross Potential Income						\$ 17,802	\$ 7,476,840
Apartment Vacancy Expense				5.00%	Apartment Vacancy	(890)	(373,842)
Total Rental Income						\$ 16,912	\$ 7,102,998
Other Income							
Cable, Satellite, and Utilities Revenue						\$ -	\$ -
RUBS/Trash Revenue						427	179,163
Laundry/Vending						627	263,340
Tenant Charges						262	109,965
Grant Income						-	-
Parking Income						-	-
Storage Income						-	-
Miscellaneous						-	-
Total Other Income						\$ 1,315	\$ 552,468
Effective Gross Income						\$ 18,227	\$ 7,655,466
Expenses						Per Unit	Total
Operating Costs							
Marketing						\$ 17	\$ 7,279
Administrative						233	97,861
Insurance						1,128	473,760
Payroll						1,408	591,360
Utilities						1,066	447,906
Security						-	-
Repairs, Maintenance, and Turnover						963	404,604
Total Operating Costs						\$ 4,816	\$ 2,022,770
Operating Costs Less Utilities & Insurance						\$ 2,622	\$ 1,101,104
Non-Operating Costs							
Management Fee	3.00%		Above the Line	3.00%	Below the Line	0.00%	
Management Fee						\$ 547	\$ 229,664
Property Tax						-	-
Replacement Reserves						300	126,000
Total Non-Operating Costs						\$ 847	\$ 355,664
Total Expenses						\$ 5,663	\$ 2,378,434
Net Operating Income						Per Unit	Total
						\$ 12,564	\$ 5,277,032

SECTION 2

Peggy Choudhry
Commissioner
District 1

Viviana Janer
Commissioner
District 2

Brandon Arrington
Commissioner
District 3

Cheryl Grieb
Commissioner
District 4

Ricky Booth
Commissioner
District 5

1 Courthouse Square
Suite 4700
Kissimmee, FL 34741

O: 407.742.2000
F: 407.742.2391

osceola.org

September 15, 2025

Devon Quist, Vice President & Project Partner
Development, Southeast Region Dominium
401 E. Jackson Street, Suite 3300
Tampa, FL 33602

Re: Gap Funding Commitment in the Amount of \$2.5 Million for New Construction Multi-Family Development – Parcel ID# 17-26-30-0000-0055-0000 & 16-26-30-0000-0125-0000 (2929 Clay Whaley, St. Cloud, FL 34772)

Dear Mr. Quist:

Osceola County, as one of the fastest-growing counties in Florida, recognizes the importance of addressing affordable housing needs and continues to demonstrate its commitment through partnerships that create meaningful housing opportunities. Your proposed Clay Whaley development, consisting of 402 affordable units for families, will help close critical gaps in housing options for low-income households.

The project is seeking financial support from the Florida Housing Finance Corporation (FHFC), including 4% Low Income Housing Tax Credits (LIHTC) as well as other private and bond financing. However, due to rising construction and labor costs, the development has experienced a funding shortfall and has requested County support to ensure completion.

Osceola County will commit to providing a loan in the amount of \$2,500,000 to the project. The funds will be distributed over two County Fiscal Years, FY 2026 and FY 2027, pursuant to a contract and funding schedule to be negotiated. Funds will be made available for construction on a draw basis, subject to availability and as set forth below. Subject to final approval by the Board of County Commissioners, the loan shall be non-recourse, non-amortizing, with a term of fifty (50) years, and shall bear zero percent (0%) interest throughout the loan term. Upon maturity, the Borrower shall repay the loan balance in full. The Promissory Note shall include a provision for full loan forgiveness, exercisable at the sole discretion of the Lender at the end of the loan term. The loan will be subordinate to the first mortgage construction and permanent financing, as well as any loan funds provided by FHFC through the LIHTC program. Please note that County funds may be derived from multiple sources and are subject to fiscal year availability and any regulatory requirements tied to the respective funding sources.

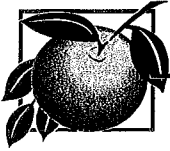
This commitment is expressly conditioned upon the development's successful closing on the 4% LIHTC financing no later than December 31, 2026. If this condition is not met, the County's commitment shall automatically terminate, and no funds will be disbursed. If you have any questions or require additional information, please contact Ms. Danicka Ransom, Housing & Community Services Director, at (407) 742-8418.

Best Regards,

A handwritten signature in black ink, appearing to read "Viviana Janer". The signature is fluid and cursive, with the first name "Viviana" written in a larger, more prominent script than the last name "Janer".

Viviana Janer, Chairwoman

SECTION V



ORANGE COUNTY
HOUSING FINANCE AUTHORITY

FRANTZ DUTES
EXECUTIVE DIRECTOR

BOARD OF DIRECTORS

CURTIS HUNTER
CHAIR

RAY COLADO
VICE-CHAIR

WIL STAMPER
BOARD MEMBER

SUSY JETTE
BOARD MEMBER

MARK LEWIS
BOARD MEMBER

ORANGE COUNTY HOUSING FINANCE AUTHORITY
**Tax-Exempt Bonds Short-Form Application for
SAIL or Other Funding Sources**

***THIS APPLICATION IS SOLELY FOR THE USE OF
APPLICANTS SEEKING BOND FINANCING FROM THE
ORANGE COUNTY HOUSING FINANCE AUTHORITY
WHO ARE ALSO SEEKING SAIL FUNDING VIA FHFC RFA 2025-205 OR
OTHER GAP FINANCING VIA AN FHFC REA***

Application Submission:

- One (1) hard copy and a PDF of the entire application; and
- a \$500 non-refundable application fee – check payable to:
Orange County Housing Finance Authority – Attention:
~~Frantz Dutes, Executive Director~~
~~Orange County Housing Finance Authority~~
~~2211 Hillcrest Street, Orlando, Florida 32803~~
~~Email: fdutes@ochfa.com | Phone: 407-894-0014~~
Jan Carpenter, Public Finance & Local Government Partner
Osceola County Housing Finance Authority
201 S. Orange Avenue, Suite 1400, Orlando, Florida 32801
Email: jcarpenter@lathamluna.com | Phone: 407-481-5800

GENERAL INFORMATION

NOTE: BY COMPLETING THIS APPLICATION, THE APPLICANT CERTIFIES AND AGREES THAT IT WILL COMPLY WITH ALL REQUIREMENTS OF THE ORANGE COUNTY HOUSING FINANCE AUTHORITY MULTI-FAMILY GUIDELINES AND WILL SUBMIT ANY ADDITIONAL REQUIRED DOCUMENTATION AND FEES RELATED TO THAT COMPLIANCE

Please indicate if Applicant will use these funds in conjunction with (check one):

☒ FHFC RFA 2025-205

☐ OTHER FHFC RFA—IDENTIFY _____

ORANGE COUNTY HOUSING FINANCE AUTHORITY BOND REQUEST:

Bond Amount Requested: Up to \$40,000,000

I. DEVELOPMENT SUMMARY AND TIMELINE**A. Narrative of Proposed Development**

- 1) Provide a short narrative description of the Development, including all resident programs, amenities, unit features and scope of work to be performed. If more space is needed, provide the information as **Exhibit-1**.

See attached Exhibit 1.

- 2) Attach as **Exhibit-2**, a timeline for the completion of the development which includes all key dates, including:

– Anticipated timing of permits and credit underwriting;	– Rent up; and
– Housing Credit closing date;	– Stabilization
– Completion of construction;	



B. Summary of Proposed Development

1) Development Name	1) Palmera
2) Location of development – project must be located in Orange, Lake, Osceola or Seminole Counties, Florida (<i>Project Threshold Criteria</i>)	2)
– Street address, or if no address, by mileage from nearest cross streets:	
– Attach a map showing the development's location.	2231 Fortune Road See Exhibit A. for map
3) Developer/ Location	3) Balsam Green
– Name of controlling company (not of LP or LLC)	4) Matt Hodges, matt@balsamgreen.com, 262-501-8272
4) Contact person for application	
– Include name, email, and phone numbers	
5) OCHFA Bond Amount Requested	5) Up to \$40,000,000
6) Development Construction Type	6) Wood
7) Garden, Mid-Rise, High-Rise, Other (explain)	7) Mid-Rise
8) New Construction or Rehabilitation	8) Wood
– Concrete, Wood or other (explain)	
9) Development Demographic	9) Family
– Family, Elderly, other (identify)	
10) Number of Units, by Bedrooms	10) 45 1-Bedrooms, 165 2-Bedrooms, 75 3-Bedrooms, 15 4-Bedrooms
11) Total Development Cost	11) \$93,414,487
12) Cost per unit	12) \$311,382
13) Land Cost	13) \$5,800,000
14) Cost per unit	14) \$19,333
15) Land Cost	15) \$5,800,000
16) Acquisition of Building Cost if applicable	16) N/A
17) Hard Rehab Cost or Construction Cost	17) \$47,631,579
18) General Contractor	18) Walker & Company
19) Set Aside Period (30-year minimum)	19) 50 Years
20) Set Aside Levels (<i>Project Threshold Criteria</i>)	20) 35% AMI & 60% AMI
21) Current Zoning (<i>Project Threshold Criteria</i>)	21) PD - Commercial
22) Evidence of Site Control (<i>Project Threshold Criteria</i>)	22) See attached Exhibit 4.

II. APPLICANT INFORMATION

A. Applicant Name: BG Kissimmee Owner 1 LP

Must be a legally formed entity (i.e., limited partnership, corporation, etc.) qualified to do business in the State of Florida at the time of submission of Application.

B. If partnership and/or Corporation:

– If partnership, name of general partner(s); If corporation, name and title of executive officer

Partner(s) info

Corporation(s) info

Name: Mark T. Lavery

Name: _____

Address: 10900 Wayzata Blvd. Hopkins, MN 55305

Address: _____

Phone: 262-707-7863

Phone: _____

Facsimile: _____

Facsimile: _____

Email: mark@balsamgreen.com

Email: _____

III. PROPOSED PROJECT FINANCING

A. Proposed Finance Summary

Provide a permanent loan period detailed sources and uses that is in a format acceptable to FHFC as part of the upcoming RFA 2025-205 process. Attach as **Exhibit-3**.

IV. ABILITY TO PROCEED

Each application shall be reviewed for feasibility and ability of the Applicant to proceed with construction of the Development.

A. Site Control (Project Threshold Criteria)

- 1) Site Control must be demonstrated by the APPLICANT, in a manner consistent with the requirements of FHFC RFA 2025-205:

☒ Eligible Contract

☐ Deed or Certificate of Title

☐ Lease

- 2) Provide evidence of Site Control and attach as **Exhibit-4**.



B. Zoning and Land Development Regulations (Project Threshold Criteria)

Note: Provision of the zoning form, from FHFC RFA 2025-205, will meet this requirement. Provide evidence that the proposed use is permitted and attach as **Exhibit-5**.

- 1) Is the site appropriately zoned for the proposed Development: No ☐ Yes ☒
- 2) Indicate zoning designation(s) PD - Commercial
- 3) Current zoning permits: 35 Units per acre, or ☐ for the site (PUD).
- 4) Total number of Units in development: 300

V. SELF-SCORING OF FHFC APPLICATION INCLUDING PROXIMITY TO PUBLIC TRANSPORTATION

Provide the score expected to be received on the application for funding, including point score and all tiebreakers and attach your response as **Exhibit-6**.

BE SURE TO...

- ... ADDRESS YOUR ANTICIPATED SCORE RELATED TO MEETING THE THRESHOLD CRITERIA IN THE FCFC RFA RELATED TO PROXIMITY TO PUBLIC TRANSPORTATION;
- ... PROVIDE A WRITTEN NARRATIVE THAT EXPLAINS THE ANTICIPATED SCORE IN DETAIL;
- ... PROVIDE THE LOCATION OF THE PUBLIC TRANSPORTATION/BUS STOP AND THE TYPE OF STOP IT IS; AND
- ... PROVIDE THE DISTANCE CALCULATED FROM THE DEVELOPMENT TO THE PUBLIC TRANSPORTATION.

VI. COMPLIANCE

Compliance with all applicable application(s), policies, rules and/or requirements of ORANGE COUNTY HOUSING FINANCE AUTHORITY, to include a copy of 2025-205 Application as submitted to Florida Housing Finance Corporation.



VI. CERTIFICATION (Original Signatures Required)

The undersigned Applicant certifies that the information in this Application is true, correct and authentic.

THE APPLICANT FURTHER ACKNOWLEDGES HAVING READ ALL APPLICABLE AUTHORITY RULES GOVERNING THE PROGRAM AND ACKNOWLEDGE HAVING READ THE RFA AND THIS APPLICATION.

THE APPLICANT UNDERSTANDS AND AGREES TO ABIDE BY THE PROVISIONS OF THE APPLICABLE FLORIDA STATUTES AND AUTHORITY PROGRAM POLICIES, RULES AND GUIDELINES, INCLUDING THOSE DETAILED IN THE RFA AND THIS APPLICATION.

THE UNDERSIGNED REPRESENTS AND WARRANTS THAT THE INFORMATION PROVIDED HEREIN IS TRUE AND ACCURATE. THE PERSON EXECUTING THIS DOCUMENT REPRESENTS THAT HE OR SHE HAS THE AUTHORITY TO BIND THE APPLICANT AND ALL INDIVIDUALS AND ENTITIES NAMED HEREIN TO THIS WARRANTY OF TRUTHFULNESS AND COMPLETENESS OF THE APPLICATION.

THE APPLICANT ACKNOWLEDGES THAT THE AUTHORITY'S INVITATION TO SUBMIT AN APPLICATION DOES NOT CONSTITUTE A COMMITMENT TO FINANCE THE PROPOSED DEVELOPMENT. **APPLICANTS MUST SUCCESSFULLY COMPLETE CREDIT UNDERWRITING AND OBTAIN ALL NECESSARY APPROVALS FROM THE AUTHORITY'S BOARD, AND THE REAL ESTATE CREDIT UNDERWRITING.**



Signature of Applicant

9-25-2025

Date



Signature of Witness

Mark T. Lavery, Co-Founder and CEO

Name & Title of Applicant – typed or printed

Matthew Hanson

Witness Name – typed or printed

**NOTE: ORIGINAL APPLICATION MUST CONTAIN AN ORIGINAL SIGNATURES,
OR THE APPLICATION WILL BE REJECTED AUTOMATICALLY**





Balsam Green is proposing a new construction development consisting of a 300 unit, four-story housing community located at 2231 Fortune Road, Kissimmee, FL 34744. The project is designed to meet the growing demand for high-quality affordable housing in Kissimmee, FL. Balsam Green will request up to \$40,000,000 in tax-exempt bonds. The community will offer a wide array of features to support both working families and individuals. Planned community features include a fully equipped fitness center, business center, community rooms, grilling and picnic area, a garden, and a dog park among several other amenities. Apartment interiors will include modern, durable, and attractive features such as patios/balconies, walk-in closets, and energy efficient, fully equipped kitchens. The goal of the project is to create a safe, affordable, and welcoming building where residents can unwind and enjoy all the features it offers.

The following table outlines the anticipated development timeline of the property located at 2231 Fortune Road, Kissimmee, FL 34744.

Development Timeline	
Date	Item
10/27/2025	Submission for SAIL
Q1 2026	Invitation to Credit Underwriting
Q2 2026	Submission for Permits
Q3 2026	Housing Credit Closing Date
Q3 2026 - Q1 2027	Construction Begins
Q3 2028 - Q1 2029	Construction Completion
Q3 2031 - Q1 2032	Time to Stabilization

Balsam Green

What was the Development Category of the Proposed Development: Indicate the number of total units in the proposed Development:				New Construction		
				300 Units		
				1	2	3
				HC ELIGIBLE COSTS	HC INELIGIBLE COSTS	TOTAL COSTS
DEVELOPMENT COSTS						
<i>Actual Construction Costs</i>						
Demolition					250,000.00	250,000.00
Commercial/Retail Space See Note (5)						
New Construction Activities				46,631,579.00		46,631,579.00
*Site Work (explain off-site work in detail)				750,000.00		750,000.00
Rehab Construction Activities						
*Other (explain in detail)						
A1.1. Actual Construction Cost				\$ 47,381,579.00	\$ 250,000.00	\$ 47,631,579.00
A1.2. General Contractor Fee See Note (3)						
(Max. 14% of A1.1., column 3)				\$ 6,633,421.00	\$ 35,000.00	\$ 6,668,421.00
<i>Max GCF @ 14%: \$6,668,421.00</i>						
A1.3. TOTAL ACTUAL CONSTRUCTION COSTS				\$ 54,015,000.00	\$ 285,000.00	\$ 54,300,000.00
A1.4. HARD COST CONTINGENCY See Note (4)				\$ 2,715,000.00	\$	\$ 2,715,000.00
<i>Max HCC @ 5%: \$2,715,000.00</i>						

RFA 2024-205 DEVELOPMENT COST PRO FORMA				(Page 2 of 7)
	1	2	3	
	HC ELIGIBLE COSTS	HC INELIGIBLE COSTS	TOTAL COSTS	
<i>General Development Costs</i>				
Professional Fees	2,469,064.00	861,010.00	3,330,074.00	
Builder's Risk Insurance	678,750.00		678,750.00	
Local Government Fees & Taxes	5,071,500.00		5,071,500.00	
FHFC Costs & Fees <i>See Note (2)</i>	232,250.00	852,561.00	1,084,811.00	
Tenant Relocation Costs				
*Other (explain in detail)	360,000.00	300,000.00	660,000.00	
A2.1. TOTAL GENERAL DEVELOPMENT COST	\$ 8,811,564.00	\$ 2,013,571.00	\$ 10,825,135.00	
A2.2. SOFT COST CONTINGENCY <i>See Note (4)</i>	\$	\$	\$	
<i>Max SCC @ 5%: \$541,256.75</i>				
<i>Financial Costs</i>				
Construction & Bridge Funding Costs	4,802,000.00	717,600.00	5,519,600.00	
Permanent Funding Costs				
*Other (explain in detail)				
A3. TOTAL FINANCIAL COSTS	\$ 4,802,000.00	\$ 717,600.00	\$ 5,519,600.00	
<i>ACQUISITION COST OF EXISTING DEVELOPMENT (excluding land)</i>				
Existing Building(s)				
*Other (explain in detail)				
B. TOTAL ACQUISITION COSTS OF EXISTING DEVELOPMENT (excluding land)	\$	\$	\$	
C. DEVELOPMENT COST (A1.3+A1.4+A2.1+A2.2+A3+B)	\$ 70,343,564.00	\$ 3,016,171.00	\$ 73,359,735.00	
<i>Developer Fee <i>See Note (1)</i></i>				
Developer Fee on Acquisition Costs				
<i>Max DF @ 15%: \$0.00</i>				
Developer Fee on Non-Acquisition Costs	13,204,752.00		13,204,752.00	
<i>Max DF @ 15%: \$13,204,752.00</i>				
D. TOTAL DEVELOPER FEE	\$ 13,204,752.00	\$	\$ 13,204,752.00	
<i>Max Total DF: \$13,204,752.00</i>				
E. OPERATING DEFICIT RESERVES <i>See Note (6)</i>	\$	\$ 1,050,000.00	\$ 1,050,000.00	
<i>Max ODR: \$1,050,000.00</i>				
F. TOTAL LAND COST	\$	\$ 5,800,000.00	\$ 5,800,000.00	
G. TOTAL DEVELOPMENT COST <i>See Note (7)</i> (C+D+E+F)	\$ 83,548,316.00	\$ 9,866,171.00	\$ 93,414,487.00	

RFA 2024-205 DEVELOPMENT COST PRO FORMA

(Page 3 of 7)

Detail/Explanation Sheet

Totals must agree with Pro Forma. Provide component descriptions and amounts for each item that has been completed on the Pro Forma that requires a detailed list or explanation.

DEVELOPMENT COSTS

Actual Construction Cost

(as listed at Item A1.)

Off-Site Work: No Off-Site Work

Other:

General Development Costs

(as listed at Item A2.)

Other: \$360,000 FF&E, \$300,000 startup expenses

Financial Costs

(as listed at Item A3.)

Other:

Acquisition Cost of Existing Developments

(as listed at Item B.)

Other:

RFA 2024-205 DEVELOPMENT COST PRO FORMA				(Page 4 of 7)
CONSTRUCTION/REHAB ANALYSIS				
	AMOUNT	LENDER/TYPE OF FUNDS		
A. Total Development Costs	\$ 93,414,487.00			
B. Construction Funding Sources:				\$ Per Unit
1. First Mortgage Financing	\$ 40,000,000.00	Local HFA Bonds		\$133,333.33
2. Second Mortgage Financing	\$ 22,821,279.00	Regulated Mortgage Lender		\$76,070.93
3. Third Mortgage Financing	\$	<select from menu>		\$0.00
4. Fourth Mortgage Financing	\$	<select from menu>		\$0.00
5. Fifth Mortgage Financing	\$	<select from menu>		\$0.00
6. Sixth Mortgage Financing	\$	<select from menu>		\$0.00
7. SAIL Financing	\$ 8,500,000.00	FHFC - SAIL		\$28,333.33
8. HOME-ARP Financing	\$ 788,100.00	FHFC - HOME-ARP		\$2,627.00
Financing	\$	Enter request on Funding Tab		\$0.00
Financing	\$	Enter request on Funding Tab		\$0.00
9. HC Equity Proceeds Paid Prior to Completion of Construction which is Prior to Receipt of Final Certificate of Occupancy or in the case of Rehabilitation, prior to placed-in service date as determined by the Applicant.	\$ 9,013,962.00			\$30,046.54
10. Other:	\$	<select from menu>		\$0.00
11. Other:	\$	<select from menu>		\$0.00
12. Deferred Developer Fee	\$ 12,291,146.00	\$ 913,606.00	Remaining Developer Fee for Deferral (as needed)	\$40,970.49
13. Total Construction Sources	\$ 93,414,487.00			\$311,381.62
C. Construction Funding Surplus				
(B.13. Total Construction Sources, less A. Total Development Costs):	\$ 0.00	(A negative number here represents a funding shortfall.)		Construction Funding
Met Construction Financing Threshold for sources equal or exceed uses:				Yes
Each Attachment must be listed behind its own Tab. DO NOT INCLUDE ALL ATTACHMENTS BEHIND ONE TAB.				

RFA 2024-205 DEVELOPMENT COST PRO FORMA

(Page 5 of 7)

The criteria below attempt

PERMANENT ANALYSIS

	AMOUNT	LENDER/TYPE OF FUNDS	
A. Total Development Costs	\$ 93,414,487.00		
B. Permanent Funding Sources:			\$ Per Unit
1. First Mortgage Financing	\$ 40,000,000.00	Local HFA Bonds	\$133,333.33
2. Second Mortgage Financing	\$	<select from menu>	\$0.00
3. Third Mortgage Financing	\$	<select from menu>	\$0.00
4. Fourth Mortgage Financing	\$	<select from menu>	\$0.00
5. Fifth Mortgage Financing	\$	<select from menu>	\$0.00
6. Sixth Mortgage Financing	\$	<select from menu>	\$0.00
7. SAIL Financing	\$ 8,500,000.00	FHFC - SAIL	\$28,333.33
8. HOME-ARP Financing	\$ 788,100.00	FHFC - HOME-ARP	\$2,627.00
Financing	\$	Enter request on Funding Tab	\$0.00
Financing	\$	Enter request on Funding Tab	\$0.00
9. HC Syndication/HC Equity Proceeds	\$ 36,055,847.00		\$120,186.16
10. Other:	\$	<select from menu>	\$0.00
11. Other:	\$	<select from menu>	\$0.00
12. Deferred Developer Fee	\$ 8,070,540.00	\$ 5,134,212.00 Remaining Developer Fee for Deferral (as needed)	\$26,901.80
13. Total Permanent Funding Sources	\$ 93,414,487.00		\$311,381.62
C. Permanent Funding Surplus			
(B.13. Total Permanent Funding Sources, less A. Total Development Costs):	\$ 0.00	(A negative number here represents a funding shortfall.)	Permanent Funding Sc
Met Permanent Financing Threshold for sources equal or exceed uses:		Yes	

PURCHASE AND SALE AGREEMENT

THIS PURCHASE AND SALE AGREEMENT (this "Agreement") is made as of August 21, 2025 (the "Effective Date"), by and between Iglesia Bautista Central De Kissimmee, Inc., a Florida not for profit corporation ("Seller"), and Balsam Green Acquisitions LLC, a Delaware limited liability company ("Buyer").

In consideration of this Agreement, Seller and Buyer agree as follows:

1. **Sale of Property.** Seller agrees to sell to Buyer, and Buyer agrees to buy from Seller, the following property (collectively, "Property"):
 - 1.1. **Real Property.** The real property located at 2231 Fortune Road, Kissimmee, Florida, identified by Osceola County as Parcel ID 18-25-30-00U0-0050-0000, and depicted approximately on **Exhibit A** hereto (the legal description shall be determined based on the Title Evidence, as such term is defined in Section 6.1 hereof) (the "Land"), together with all easements and rights benefiting or appurtenant to the Land (collectively, the "Real Property").
 - 1.2. **Contracts, Permits, Development Plans, Warranties, and Records.** Seller's interests in the following items relating to the Real Property or the Improvements (as defined below): (a) any and all contracts, leases and agreements (the "Contracts"), permits, development rights, utility rights, water rights, entitlements and licenses (the "Permits"), but in each case, only to the extent Buyer informs Seller that Buyer elects to assume such Contracts or Permits (such Contracts or Permits being the "Assumed Contracts and Permits"); (b) any and all development agreements, site plans, surveys and any other documents pertaining to development or potential development of the Real Property (the "Development Plans"); (c) any and all warranties and guaranties (the "Warranties"); and (d) all business records, including real estate taxes, assessments, insurance, and any records relating to the Improvements (defined below) and the Real Property (the "Records").
 - 1.3. **Improvements.** All buildings, fixtures and improvements on the Land, if any ("Improvements").
 - 1.4. **Personal Property.** All equipment, furniture, furnishings, appliances, supplies, tools, signs, and other personal property owned by Seller and located on the Property on the Closing Date (collectively, the "Personal Property"). Seller will have the right to remove any of its personal property from the Land prior to Closing, and such removed personal property will not constitute Personal Property conveyed to Buyer.
2. **Purchase Price and Manner of Payment.** The total purchase price (the "Purchase Price") to be paid for the Property shall be Five Million Eight Hundred Thousand and No/100 Dollars (\$5,800,000.00). The Purchase Price shall be payable as follows:
 - 2.1. Within five (5) days after the Effective Date, Buyer shall deposit \$50,000.00 as earnest money (the "Initial Earnest Money") with First American Title Insurance Company, 121 South 8th Street, Suite 1250, Minneapolis, MN 55402, Attn: Nicole Haapala ("Escrow Agent"). On or before the expiration of the Entitlement Period (as defined in Section 3 below), Buyer shall deposit with Escrow Agent an additional \$75,000 as additional earnest money (the "Additional Earnest Money", and, together with the Initial Earnest Money and any interest accrued while on deposit with the Escrow Agent, the "Earnest Money"). The

Earnest Money and any Extension Fees (as defined in Section 4 below) shall be held in escrow in accordance with the Escrow Provisions attached hereto as **Exhibit B**, such Earnest Money and any Extension Fees to be applied toward the Purchase Price.

- 2.2. The balance of the Purchase Price in cash by wire transfer of funds on the Closing Date, subject to adjustments and prorations as set forth in this Agreement.
3. Contingencies. The obligations of Buyer under this Agreement are contingent upon each of the following:
 - 3.1. Seller Performance. Seller shall have timely performed all of its obligations under this Agreement.
 - 3.2. Representations and Warranties. The representations and warranties of Seller contained in this Agreement must be true now and on the Closing Date as if made on the Closing Date.
 - 3.3. Title. Title, including without limitation the legal description of the Real Property, shall have been found acceptable, or been made acceptable, in accordance with the requirements and terms of Section 6 below.
 - 3.4. Access and Inspection. Buyer shall have an inspection period (the “Due Diligence Period”) commencing on the Effective Date and ending at 11:59 p.m. Atlanta, Georgia time on the date which is ninety (90) days after the Effective Date, to undertake such studies, tests and investigations it deems necessary or advisable with respect to the Property, including, without limitation, a Phase I Environmental Site Assessment of the Real Property, geotechnical soil testing of the Real Property, and any and all additional environmental investigations and reports that Buyer deems appropriate. Seller shall allow Buyer and Buyer’s agents immediate access to the Real Property without charge and at all reasonable times for the purpose of Buyer’s investigation and testing the same. Seller shall make available to Buyer and Buyer’s agents without charge all records, permits and correspondence (the “Environmental Reports”) in Seller’s possession relating to toxic or hazardous substances or wastes, pollutants or contaminants (including, without limitation, asbestos, urea formaldehyde, the group of organic compounds known as polychlorinated biphenyls, petroleum products including gasoline, fuel oil, crude oil and various constituents of such products, and any hazardous substance as defined in any state, local or federal law, regulation, rule, policy or order relating to the protection of the environment) affecting the Real Property (the “Hazardous Materials”); and Buyer shall have the right to interview Seller or any employees of Seller who may have knowledge of such matters. In the event that Buyer decides, in its sole and absolute discretion, not to proceed with the transaction contemplated by this Agreement, Buyer may elect to terminate this Agreement and receive a return of the Earnest Money by delivering written notice thereof to Seller, which notice must be given to Seller no later than the expiration of the Due Diligence Period. If Buyer does not terminate this Agreement pursuant to the immediately preceding sentence on or before the end of the Due Diligence Period, then Buyer shall have waived all such objections. After the expiration of the Due Diligence Period, Buyer and its agents shall, with notice to Seller, have continued access to the Property to perform any studies, tests and investigations Buyer deems necessary.
 - 3.5. Document Review. On or before the Effective Date, to the extent they are in Seller’s possession, under Seller’s control, or otherwise available to Seller, Seller shall provide to Buyer copies of all Contracts, Permits, Development Plans, Warranties, Records and all

documentation referred to in this Section 3, including such documentation described on **Exhibit C** (“Due Diligence Materials”) attached hereto, and on or before the expiration of the Due Diligence Period, Buyer shall have determined that it is satisfied with its review and analysis of such matters. To the extent any Due Diligence Materials are not timely delivered in accordance with this Section 3.5, the Due Diligence Period shall be extended on a day for day basis until all such Due Diligence Materials have been delivered to Buyer. Based on Buyer’s review of the Due Diligence Materials, Buyer may reasonably request additional documentation and materials to the extent they are in Seller’s possession, under Seller’s control, or otherwise available to Seller, and such documentation and materials will become part of the Due Diligence Materials for purposes of this Agreement. On or before the Closing Date, Seller, at its sole cost and expense, shall terminate any Contracts or Permits that Buyer does not elect to assume.

- 3.6. Financing Approvals. Buyer shall have a financing approvals period (the “Financing Period”) commencing on the Effective Date and ending on the date which is one hundred fifteen (115) days after the expiration of the Entitlement Period, to have obtained and be satisfied with, in Buyer’s sole discretion, all final financing approvals necessary to make use of the Real Property in the manner which Buyer intends, including, but not limited to, a binding commitment for low income housing tax credits and an allocation of tax-exempt bonds, each in an amount and under terms acceptable to Buyer to facilitate the development of the Real Property as intended by the Buyer. Seller shall cooperate in all reasonable respects with Buyer in obtaining such approvals and shall execute such applications and other documents as may be reasonably required in connection therewith.
- 3.7. Governmental Approvals. On or before the expiration of the Entitlement Period, Buyer shall have obtained and be satisfied with, Buyer’s sole discretion, all governmental approvals Buyer deems necessary to make use of the Real Property in the manner which Buyer intends, subject to only such conditions as are acceptable to Buyer in its sole discretion, including without limitation any and all applicable density, site plan, land use, permit and construction approvals. Seller shall make best efforts to cooperate with Buyer in obtaining such approvals and shall execute such applications and other documents as may be reasonably required in connection therewith, provided Seller shall not be obligated to incur any monetary costs associated therewith.
- 3.8. Plat. On or before the expiration of the Entitlement Period, Buyer may, in its sole discretion, subdivide, replat, or otherwise restructure the Property and, in furtherance thereof, Seller shall make best efforts to cooperate with Buyer in completing such subdivision, replat or other restructuring, and shall execute such applications and other documents as may be reasonably required in connection therewith, provided Seller shall not be obligated to incur any monetary costs associated therewith and any such subdivision, replat or other restructuring of the Property shall not be effective prior to Closing unless Seller consents to such in writing.
- 3.9. Zoning. Buyer shall have an entitlements approvals period (the “Entitlement Period”) commencing on the Effective Date and ending on the date which is one hundred eighty (180) days after the Effective Date, to be satisfied, in Buyer’s sole discretion and judgement, that Buyer has obtained the zoning of the Property necessary for Buyer’s intended use of the Property, and any and all additional variances, permits and other entitlements necessary for such use of the Property. Seller shall make best efforts to cooperate with Buyer in obtaining any such zoning approvals and shall execute such

applications and other documents as may be reasonably required in connection therewith, provided Seller shall not be obligated to incur any monetary costs associated therewith.

If any contingency in this Section 3 has not been satisfied on or before the Closing Date, or at such earlier time as set forth above, then this Agreement may be terminated by notice from Buyer to Seller. The Earnest Money is fully refundable to Buyer if Buyer terminates this Agreement on or before December 31, 2025. If Buyer terminates this Agreement after December 31, 2025, but prior to the expiration of the Entitlement Period, \$25,000 of the Initial Earnest Money shall be refunded to Buyer, and \$25,000 of the Initial Earnest Money shall be paid to Seller. If Buyer terminates this Agreement after the expiration of the Entitlement Period, but prior to the expiration of the Financing Period, the entire Initial Earnest Money shall be paid to Seller and the entire Additional Earnest Money shall be refundable to Buyer. If Buyer terminates this Agreement after the expiration of the Financing Period, the entirety of the Earnest Money shall be paid to Buyer. In addition and notwithstanding anything to the contrary in this Agreement, if, at any time, a termination occurs pursuant to Sections 6, 9, and/or 16 hereof (each, a "Hard Money Refund Condition"), the entirety of the Earnest Money and any Extension Fees shall be refunded and released to Buyer, without regard to whether such Earnest Money or Extension Fees may otherwise be noted as nonrefundable. Upon such release of Earnest Money and Extension Fees (if deposited), neither party will have any further rights or obligations regarding this Agreement or the Real Property. All the contingencies in this Section 3 are specifically for the benefit of the Buyer, and the Buyer shall have the right to waive any contingency by written notice to Seller.

4. Closing. The closing of the purchase and sale contemplated by this Agreement (the "Closing") shall occur on a mutually agreed date (such date on which Closing actually occurs, the "Closing Date") on or before September 1, 2026 (the "Outside Closing Date"). Buyer shall have the option, exercisable in its sole and absolute discretion, to extend the Outside Closing Date for two additional periods of ninety (90) days each (respectively, the "First Extension Period" and the "Second Extension Period") by providing written notice of such election on or before the current Outside Closing Date. Within five (5) days of Buyer exercising the First Extension Period, Buyer shall deposit with Escrow Agent the sum of \$75,000.00 (the "First Extension Fee"). Within five (5) days of Buyer exercising the Second Extension Period, Buyer shall deposit with Escrow Agent the sum of \$75,000.00 (the "Second Extension Fee" and, together with the First Extension Fee, the "Extension Fees"). The Closing shall take place through escrow deliveries to Title (defined in Section 6.1 below). The Earnest Money and Extension Fees (if deposited) shall be applied to the Purchase Price at Closing. Seller agrees to deliver possession of the Property to Buyer on the Closing Date.
 - 4.1. Seller's Closing Documents. In conjunction with Closing, Seller shall execute and deliver to Buyer the following (collectively, "Seller's Closing Documents"), all in form and content reasonably satisfactory to Buyer:
 - 4.1.1. Deed. A Limited Warranty Deed conveying the Real Property to Buyer, free and clear of all encumbrances, except the Permitted Encumbrances (hereafter defined) (the "Deed").
 - 4.1.2. Bill of Sale. A Bill of Sale, duly executed by Seller, conveying the Personal Property to Buyer free and clear of all encumbrances.
 - 4.1.3. Assignment of Contracts, Permits, Development Plans and Warranties. An Assignment of Contracts, Permits, Development Plans, Warranties and miscellaneous documents conveying Seller's interest in the Assumed Contracts

and Permits, Development Plans, Warranties and miscellaneous documents to Buyer together with the consent of all parties having a right to consent to such assignment.

- 4.1.4. Bring-Down Certificate. A certificate signed by Seller stating that all of the representations and warranties made by Seller in Section 8 are true and correct as of the Closing Date.
- 4.1.5. Original Documents. To the extent in Seller's possession, originals of the Assumed Contracts and Permits, Development Plans, Warranties and Records for the Real Property.
- 4.1.6. FIRPTA Affidavit. A non-foreign affidavit, properly executed, containing such information as is required by IRC Section 1445(b)(2) and its regulations.
- 4.1.7. IRS Forms. A Designation Agreement designating the "reporting person" for purposes of completing Internal Revenue Form 1099 and, if applicable, Internal Revenue Form 8594.
- 4.1.8. Evidence of Seller's Authority. Evidence reasonably satisfactory to Title reflecting the valid authorization of the person(s) who has(have) signed all closing documents on Seller's behalf.
- 4.1.9. Title Affidavit. An "ALTA Owner's Statement", or similar document acceptable to Title, executed by Seller in the form required by Title for the purpose of deleting exceptions for labor performed, material supplied or services provided for or to the Property prior to Closing.
- 4.1.10. Plat. A fully executed copy of any plat, subdivision, or other instrument restructuring the Property as set forth in Section 3.8 in substance and form acceptable to Buyer, to be recorded at or prior to Closing.
- 4.1.11. Closing Statement. A closing statement prepared by Escrow Agent and signed by Seller.
- 4.1.12. Other Documents. All other documents determined by Buyer or Title to be necessary to transfer the Property to Buyer free and clear of all encumbrances.
- 4.2. Buyer's Closing Documents. On the Closing Date, Buyer will execute and deliver to Seller the following (collectively, "Buyer's Closing Documents"):
 - 4.2.1. Purchase Price. Funds representing the balance of Purchase Price, subject to any adjustments and prorations, by wire transfer of immediately available funds.
 - 4.2.2. IRS Form. A Designation Agreement designating the "reporting person" for purposes of completing Internal Revenue Form 1099 and, if applicable, Internal Revenue Form 8594.
 - 4.2.3. Closing Statement. A closing statement prepared by Escrow Agent and signed by Buyer.

5. Prorations. Seller and Buyer agree to the following prorations and allocation of costs regarding this Agreement:

- 5.1. Title Insurance and Closing Fee. Seller shall pay the cost of curing all title Objections (hereinafter defined) for which Seller is responsible under Section 6 hereof, and any fees charged by Title for any escrow required in connection with curing Buyer's Objections. Buyer shall pay the cost of an extended coverage owner's policy of title insurance, including any and all endorsements thereto that are not required to cure Objections pursuant to Section 6 hereof. Buyer, in its sole discretion, may obtain an additional or separate extended coverage owner's or lender's policy of title insurance through Title or another title company or title agent selected by Buyer, provided such additional or separate coverage shall be at Buyer's sole cost and expense. Seller and Buyer shall each pay one-half of any closing fee or charge imposed by Escrow Agent or by Title.
- 5.2. Deed Tax. Seller shall pay all state, county and city real estate transfer tax and similar taxes payable in connection with this transaction and Buyer shall pay any recording costs incurred in connection with the recordation of the Deed.
- 5.3. Real Estate Taxes and Special Assessments. Ad valorem real property taxes, special assessments and all other public or governmental charges against the Property (including charges, assessments, liens or encumbrances for sewer, water, drainage or other public improvements completed or commenced on or prior to the date of Closing) (collectively, "Taxes") payable for years preceding the year in which Closing occurs shall be paid by Seller. Taxes due and payable in the calendar year in which Closing occurs shall be prorated as of 12:01 a.m. on the Closing Date, on the basis of the number of days in the calendar year of closing before the Closing Date (being the obligation of Seller) and on and after the Closing Date (being the obligation of Buyer). There shall be no later re-proration.
- 5.4. Attorney's Fees. Each of the parties will pay its own attorney's fees, except that a party defaulting under this Agreement or any Closing Document will pay the reasonable attorneys' fees and court costs incurred by the non-defaulting party to enforce its rights hereunder.

6. Title Examination. Title Examination will be conducted as follows:

- 6.1. Title Evidence. On or before the Effective Date, Seller shall furnish Buyer with full and complete copies of all title commitments, exception documents and surveys pertaining to the Real Property in Seller's possession. Buyer may obtain: (a) a commitment ("Title Commitment") from Escrow Agent (in such capacity, "Title") for a current ALTA form Owner's Policy of Title Insurance insuring title to the Real Property (the "Title Policy"), deleting standard exceptions and including affirmative insurance regarding such matters as may be identified by Buyer, in the amount of the Purchase Price, issued by Title; (b) UCC searches against Seller by name and the Real Property ("UCC Searches"), and/or (c) an ALTA/NSPS Land Title Survey (the "Survey," and together with the Title Commitment and the UCC Searches, the "Title Evidence") prepared by a registered land surveyor and certified to Buyer and Buyer's financing parties, if any, showing the Real Property and location of all features, improvements and easements thereon and such other information and containing such matters as Buyer or Buyer's financing parties shall reasonably request.
- 6.2. Buyer's Objections. Prior to the expiration of the Due Diligence Period, except as provided below, Buyer will make written objections ("Objections") to the form and/or contents of

the Title Evidence. Buyer's failure to make Objections within such time period will constitute waiver of Objections; provided, however, that Buyer may make further Objections to matters disclosed by any updated Title Evidence that were not expressly disclosed by prior Title Evidence, within thirty (30) days of Buyer's receipt of such updated Title Evidence. Any matter shown on such Title Evidence and not objected to by Buyer shall be a "Permitted Encumbrance" hereunder. Within thirty (30) days following receipt of Buyer's notice of Objections, Seller shall provide a written response to Buyer identifying which Objections Seller intends to cure or satisfy ("Seller's Cure Notice"). If Buyer in its sole discretion is not satisfied with Seller's refusal to cure any Objections, Buyer may either (i) terminate this Agreement and receive a refund of the Earnest Money and the interest accrued and unpaid thereon, if any, or (ii) waive such Objections and proceed to Closing. Seller will have until the date that is thirty (30) days after receipt of the Objections to cure to Buyer's satisfaction any Objections that Seller elects to correct. Seller shall use its best efforts to correct any such Objections. Notwithstanding anything to the contrary contained herein, Seller shall cause all monetary liens encumbering the Real Property to be released from the Real Property on or before the Closing Date and in no event shall any such encumbrance be a Permitted Encumbrance. If the Objections that Seller agrees to cure or satisfy as set forth in the Seller's Cure Notice are not cured within thirty (30) days after receipt of Buyer's Objections, Buyer will have the option to do either of the following:

- 6.2.1. Terminate this Agreement and receive a refund of the Earnest Money (and, if deposited, any Extension Fees) and the interest accrued and unpaid on the Earnest Money (and, if deposited, any Extension Fees), if any.
- 6.2.2. Extend the period for cure of Objections until the Closing Date by notice to Seller.
- 6.2.3. Waive the Objection and proceed to closing.
- 6.3. Extension of Cure Period. If Buyer delivers notice to Seller pursuant to Section 6.2.2 that it intends to extend the period for Seller to cure the Objections, then Seller shall have until the Closing Date to cure the Objections. If the Objections are not cured by the Closing Date, Buyer shall have the option to do any of the following:
 - 6.3.1. Elect to treat such failure to cure as a default of Seller, in which event Buyer may exercise the rights available under Section 16 below.
 - 6.3.2. Withhold from the Purchase Price an amount which, in the reasonable judgment of Title, is sufficient to assure cure of the Objections. Any amount so withheld will be placed in escrow with Title, pending such cure. If Seller does not cure such Objections within sixty (60) days after such escrow is established, Buyer may then cure such Objections and charge the costs against the escrowed amount. The parties agree to execute and deliver such documents as may be reasonably required by Title, and Seller agrees to pay the charges of Title to create and administer the escrow.
 - 6.3.3. Waive the Objection and proceed to closing.
7. Executory Period; Operation Prior to Closing. During the period from the date of Seller's acceptance of this Agreement to the Closing Date (the "Executory Period"), Seller, at Seller's sole cost and expense, shall operate and maintain the Property in the ordinary course of business in accordance with prudent, reasonable business standards, including the maintenance of adequate

liability insurance. Seller shall execute no contracts, leases or other agreements regarding the Property during the Executory Period that are not terminable on or before the Closing Date, without the prior written consent of Buyer, which consent may be withheld by Buyer at its sole discretion. Buyer shall notify Seller on or before the expiration of the Entitlement Period which Contracts and Permits Buyer elects to assume and which Contracts or Permits Seller must terminate. Buyer's failure to notify Seller on or before the expiration of the Entitlement Period will constitute an election by Buyer to terminate all Contracts and Permits. Seller shall terminate any Contracts and Permits that Buyer does not elect to assume at or before Closing at Seller's sole cost and expense, and, at Buyer's request, Seller shall provide satisfactory evidence of any such termination. Seller shall not, and shall not cause or permit any third party to, remove dirt, gravel, minerals or timber from the Property or materially alter the condition of the Property during the Executory Period without the prior written consent of Buyer, which consent may be withheld by Buyer at its sole discretion. Seller shall cooperate with (i) the submission of all land use and other applications, and (ii) all plats, easements, and other agreements requested by Buyer in connection with Buyer's proposed redevelopment of the Property. Seller shall promptly notify Buyer in writing and deliver copies to Buyer of any notice received by Seller relating to (i) the levy (or threatened levy) of any special governmental assessment, or (ii) the violation of any law, regulation, ordinance, order or other requirement of any governmental authority having jurisdiction over or affecting all or any part of the Property, or of any restrictive covenants affecting the Property. Seller shall promptly cure any such violations.

8. Representations and Warranties by Seller. Seller represents and warrants to Buyer as follows:

- 8.1. Existence; Authority. Seller is duly organized, qualified and in good standing, and has the requisite power and authority to enter into and perform this Agreement and Seller's Closing Documents; such documents have been duly authorized by all necessary action; such documents are valid and binding obligations of Seller, and are enforceable in accordance with their terms.
- 8.2. Title to Property: Seller has and will convey and transfer to Buyer, or its nominee, good, indefeasible and marketable title in fee simple to the Property, insured as such by Title, free and clear of all mortgages, liens, encumbrances, ground rents, leases, tenancies, licenses, security interests, financing statements, covenants, conditions, restrictions, rights of way, easements, encroachments and any other matters affecting title, subject only to the Permitted Encumbrances.
- 8.3. Leases. There are no leases or possessory rights of others regarding the Real Property.
- 8.4. Due Diligence Materials. Seller has made available to Buyer a correct and complete copy of all Due Diligence Materials and all Contracts and Permits, and has terminated or will terminate all contracts relating to the Property on or before the Closing Date as directed by Buyer. Other than the Due Diligence Materials and Contracts, there are no other contracts or agreements affecting the Property. No default or breach exists under any of the Due Diligence Materials or Contracts and Permits.
- 8.5. No Violations of Law. There are no violations of any law, regulation, ordinance, order or other requirement of any governmental authority having jurisdiction over or affecting all of or any part of the Property.
- 8.6. Environmental Laws. No Hazardous Materials have been generated, treated, stored, transferred from, released or disposed of, or otherwise placed, deposited in or located on

the Property during the period Seller has owned the Property, nor has any activity been undertaken on the Property during the period Seller has owned the Property that would cause or contribute to the Property becoming a treatment, storage or disposal facility within the meaning of, or otherwise bring the Property within the ambit of, any state, local or federal law, regulation, rule, policy or order relating to the protection of the environment. During the period Seller has owned the Property, there has been no discharge, release or threatened release of Hazardous Materials from the Property. To the best knowledge of Seller, there are no Hazardous Materials or conditions in or on the Property that may support a claim or cause of action under any state, local or federal law, regulation, rule, policy or order relating to the protection of the environment. The Property is not and has not been, during the period of Seller's ownership of the Property, listed on any list of sites contaminated with Hazardous Materials, nor used as landfill, dump, disposal or storage site for Hazardous Materials.

- 8.7. Seller's Defaults. Seller is not in default concerning any of its obligations or liabilities regarding the Property.
- 8.8. FIRPTA and OFAC. Seller is not a "foreign person", "foreign partnership", "foreign trust" or "foreign estate", as those terms are defined in Section 1445 of the Internal Revenue Code. Seller is not acting, directly or indirectly for, or on behalf of, any person, group, entity or nation named by any Executive Order (including the September 24, 2001, Executive Order Blocking Property and Prohibiting Transactions With Persons Who Commit, Threaten to Commit, or Support Terrorism) or the United States Treasury Department as a terrorist, "Specially Designated National and Blocked Person," or other banned or blocked person, entity, or nation pursuant to any law that is enforced or administered by the Office of Foreign Assets Control and Seller is not engaging in the transaction contemplated by this Agreement, directly or indirectly, on behalf of, or instigating or facilitating the transaction contemplated by this Agreement, directly or indirectly, on behalf of, any such person, group, entity or nation. Seller is not engaging in the transaction contemplated by this Agreement, directly or indirectly, in violation of any laws relating to drug trafficking, money laundering or predicate crimes to money laundering. None of the funds of Seller have been or will be derived from any unlawful activity with the result that the investment of direct or indirect equity owners in Seller is prohibited by law or that the transaction contemplated by this Agreement, or this Agreement is or will be in violation of any law. Seller has and will continue to implement procedures, and has consistently and will continue to consistently apply those procedures, to ensure the foregoing representations and warranties remain true and correct at all times prior to Closing.
- 8.9. Storage Tanks. No above ground or underground tanks are located in or about the Property, and, to the best of Seller's knowledge, Seller is not aware that any above ground or underground tanks were previously located in or about the Property.
- 8.10. Reports. Seller has delivered to Buyer copies of all Environmental Reports relating to the Property which are in the possession of Seller.
- 8.11. No Conflict or Lien. Neither the execution or delivery of this Agreement nor the consummation of the transaction as contemplated herein will conflict with or result in a breach of any contract, license or undertaking to which Seller is a party or by which any of its property is bound, or constitute a default thereunder or, except as contemplated herein, result in the creation of any lien or encumbrance upon the Property.

- 8.12. No Proceedings. There is no action, litigation, investigation, condemnation or proceeding of any kind pending or threatened against Seller or any portion of the Property, including without limitation (i) any legal or administrative proceeding which would adversely affect Seller's right to convey the Real Property to Buyer as contemplated in this Agreement, and (ii) any condemnation or eminent domain proceedings with respect to the Real Property. There are no legal or administrative proceedings pending or threatened affecting the Real Property. No portion of the Property is subject to or is affected by any special assessment or special taxing district that is not disclosed on the real estate tax bills and, to Seller's knowledge, no such assessment has been proposed.
- 8.13. Utilities. Water, gas, telephone, electricity and storm sewer utilities are currently available on or near the Real Property for Buyer's use.
- 8.14. Private Restrictions. Aside from any matters as may be disclosed in the Title Evidence, there are no and will be no private restrictions that affect the uses which may be made of the Real Property by Buyer, including, but not limited to, the size or cost of any building or structures to be placed on the Real Property, limitations on use or restrictions in regard to fences, roofs, garages and heights of buildings or structures to be placed on the Real Property, agreements to subject architectural plans to an association or other group, provisions requiring the joining with others in group actions, or restrictions imposed on the Real Property due to its historical significance.
- 8.15. Development Rights. The Property is not encumbered by a declaration or other agreement transferring any development rights or air rights appurtenant to the Property to any other property. Seller: (i) has not transferred, and prior to the Closing will not transfer, any development rights applicable to the Property; (ii) has not made, and prior to the Closing will not make, any filings with any municipal agency or department for any construction on the Property; and (iii) will not, between the Effective Date and the Closing Date, encumber the Property in any way.
- 8.16. Additional Interests. There are no property interests or other improvements that are owned by Seller and which are necessary or useful for the operation of the Property that are not being conveyed pursuant to this Agreement.
- 8.17. ERISA. Seller is not, and is not acting on behalf of, (a) an "employee benefit plan" (as defined in Section 3(3) of the Employment Retirement Income Security Act of 1974 ("ERISA")) that is subject to Title I of ERISA, (b) a "plan" as defined in Section 4975(e)(1) of the Internal Revenue Code that is subject to Section 4975 of the Internal Revenue Code (each of the foregoing a "Plan"), (c) an entity or account the assets of which constitute "plan assets" of one or more such Plans within the meaning of Department of Labor Regulation 29 CFR Section 2510.3-101, as modified by Section 3(42) of ERISA or (d) a "governmental plan" within the meaning of Section 3(32) of ERISA.

All representations and warranties made by Seller in this Section 8 shall be true, correct, complete and not misleading as of the Effective Date and the Closing Date and shall survive for a period of twelve (12) months after the Closing Date. Seller will indemnify Buyer, its successors and assigns, against, and will hold Buyer, its successors and assigns, harmless from, any expenses or damages, including reasonable attorneys' fees, that Buyer incurs because of the breach of any of the above representations and warranties, whether such breach is discovered before or after Closing. Consummation of this Agreement by Buyer with knowledge of any such breach by Seller will not constitute a waiver or release by Buyer of any claims due to such breach. Seller shall promptly

notify Buyer in writing of any event or condition known to Seller which occurs prior to Closing hereunder, which causes a material change in Seller's representations and warranties. Seller shall have the right to rectify any such nonconforming occurrence, in a reasonably timely manner, but in no event later than the Closing.

9. Casualty; Condemnation. If all or any part of the Property is substantially damaged by fire, casualty, the elements, contamination or release of Hazardous Materials, or any other cause, Seller shall immediately give notice to Buyer, and Buyer shall have the right to terminate this Agreement and receive back all Earnest Money (and, if deposited, the Extension Fee) by giving notice within thirty (30) days after Seller's notice. If Buyer shall fail to give the notice, then the parties shall proceed to Closing, Seller shall assign to Buyer all rights to insurance proceeds resulting from such event, and Buyer shall receive a credit at Closing for the amount of any deductible not paid for by insurance proceeds under the applicable insurance policy and any rental interruption insurance proceeds shall be prorated as of the Closing Date. If eminent domain proceedings are threatened or commenced against all or any part of the Property, Seller shall immediately give notice to Buyer, and Buyer shall have the right to terminate this Agreement and receive back all Earnest Money (and, if deposited, the Extension Fee) by giving notice within thirty (30) days after Seller's notice. If Buyer shall fail to give the notice, then the parties shall proceed to Closing, and Seller shall assign to Buyer all rights to appear in and receive any award from such proceedings.
10. Broker's Commission. Each of Seller and Buyer represent to each other that they have not dealt with any brokers, finders or the like in connection with the transactions contemplated by this Agreement, other than Donnie Martinez of Blue Water Realty ("Seller's Broker"). Seller shall be solely responsible for any commissions or other sums payable to Seller's Broker. Each of Seller and Buyer represent to each other that no other broker or person is entitled to any commission or finder's fee in connection with such transactions. Seller and Buyer agree to indemnify and hold each other harmless from all claims, damages, costs or expenses of or for any other such fees or commissions resulting from their actions or agreements regarding the execution or performance of this Agreement, and will pay all costs of defending any action or lawsuit brought to recover any such fees or commissions incurred by the other party, including reasonable attorneys' fees.
11. Assignment. Buyer may assign its rights under this Agreement in Buyer's sole discretion.
12. Survival. All of the terms of this Agreement and warranties and representations herein contained shall survive and be enforceable after the Closing.
13. Notices. Any notice required to be given hereunder shall be deemed duly given: (i) on the date of personal delivery; (ii) one day following dispatch by Federal Express or equivalent or mailing certified or registered mail, postage prepaid, return receipt requested, to the respective addresses of the parties set out below; or (iii) on the date the e-mail was sent to the respective e-mail addresses of the parties set out below, properly addressed as follows:

If to Seller:

Iglesia Bautista Central de Kissimmee, INC
2275 Fortune Road
Kissimmee, FL 34744
 Attention: Edgar A. Vasquez
 E-mail: Vasquez71979@gmail.com

With Copy to:

Law Offices of Robert F. Reynolds, P.A.
101 NE 3rd Avenue Suite 1800
Fort Lauderdale, Florida 33301
Attention: Robert F. Reynolds, P.A.
E-mail: rreynolds@roberttreynoldspa.com

If to Buyer:

Balsam Green Acquisitions LLC
10900 Wayzata Boulevard, Suite 740
Minnetonka, MN 55305
Attention: Mark Lavery; Matt Hodges
E-mail: mark@balsamgreen.com;
matt@balsamgreen.com

With Copy to:

Winthrop & Weinstine, P.A.
225 South Sixth Street, Suite 3500
Minneapolis, Minnesota 55402
Attention: John Stern
E-mail: jstern@winthrop.com

Any party may change its address for the service of notice by giving notice of such change ten (10) days prior to the effective date of such change.

14. Miscellaneous. The paragraph headings or captions appearing in this Agreement are for convenience only, are not a part of this Agreement, and are not to be considered in interpreting this Agreement. This written Agreement constitutes the complete agreement between the parties and supersedes any prior oral or written agreements between the parties regarding the Property. There are no verbal agreements that change this Agreement, and no waiver of any of its terms will be effective unless in a writing executed by the parties. This Agreement binds and benefits the parties and their successors and assigns. This Agreement has been made under the laws of the State of Florida and such laws will control its interpretation. Time shall be of the essence of this Agreement. The term "business day" shall mean Monday through Friday except Federal holidays. If any time period under this Agreement ends on a day other than a business day, then the time period shall be extended until the next business day. This Agreement may be executed in two (2) or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same Agreement. Any party may execute this Agreement and deliver it by email transmission and such Agreement and signature sent by email shall be treated as an original Agreement.
15. Deferred Tax Exchange. Seller and/or Buyer may desire to consummate the conveyance of the Property as part of a tax deferred exchange for the benefit of Seller and/or Buyer, as applicable, pursuant to Section 1031 of the Internal Revenue Code. Seller and/or Buyer may assign all of its or their respective contract rights and obligations hereunder to an exchange accommodation titleholder or a qualified intermediary, as part of, and in furtherance of, such tax deferred exchange. The parties agree to assist and cooperate in such exchange for the benefit of the other at no cost, expense or liability to the cooperating party and without reduction or alteration of the rights of the parties under this Agreement; and each party further agrees to execute any and all documents (subject to the reasonable approval of legal counsel) as are necessary in connection with such exchange at the electing party's sole expense provided that the other party shall not be required to undertake any material liability or obligation in so doing and provided that such exchange does not

extend the Closing Date. Each party shall indemnify, hold harmless and defend the other from and against any and all claims, demands, causes of action, liabilities, losses, costs, damages and expenses (including reasonable attorneys' fees and expenses and court costs incurred in defending any such claim or in enforcing this indemnity) that may be incurred by the other party and arising out of such other party's participation in such exchange, which obligation shall survive the Closing. Notwithstanding the foregoing, should either party fail to effect a tax deferred exchange as contemplated in this Section 15 for any reason, then the sale or acquisition, as applicable, of the Property shall be consummated in accordance with terms and conditions of this Agreement just as though the provisions of this Section 15 had been omitted from this Agreement, except that the other party shall be reimbursed and indemnified from resulting costs and expenses as provided in this Section. Nothing contained in this Section 15 shall release either party of any of its obligations or liabilities under this Agreement, whether accruing before, at or after Closing, nor shall anything contained in this Section 15 shall release either party of any of its obligations or liabilities under this Agreement, whether accruing before, at or after Closing, nor shall anything contained in this Section 15 impose any liability or obligation on any party with respect to the tax consequences of this transaction to the other party.

16. Remedies. If Buyer materially defaults under this Agreement, Seller shall have the right to provide written notice to Buyer of such default. If Buyer fails to cure such default and Seller does not waive such default within thirty (30) days of the date of delivery of such notice to Buyer, this Agreement will terminate, and upon such termination Seller will retain the Earnest Money and any paid Extension Fee as liquidated damages, time being of the essence of this Agreement. Notwithstanding the foregoing, if Buyer is diligently pursuing the cure of such default, then Buyer shall have an additional thirty (30) days to cure such default. The parties agree that (i) actual damages would be difficult or impossible to ascertain in the event of such default and (ii) the Earnest Money (and any paid Extension Fee) is a fair and reasonable estimate of the probable loss which would be sustained by Seller by reason of such default and is not a penalty or forfeiture. The termination of this Agreement and retention of the Earnest Money and any paid Extension Fee will be the sole remedy available to Seller for such default by Buyer, and Buyer will not be liable for damages or specific performance. If Seller defaults under this Agreement, Buyer may (i) waive the default and proceed to Closing, (ii) elect the remedy of specific performance of this Agreement and recover the costs of pursuing such remedy, or (iii) receive back all Earnest Money and any paid Extension Fee and recover as damages from Seller all of Buyer's out-of-pocket costs and fees, including without limitation, attorneys' fees, accountants' fees and other consultants' fees incurred by Buyer in preparing and negotiating this Agreement, preparing for the closing, obtaining financing commitments, investigating the status, title and condition of the Property, and other similar and reasonable costs and expenses or specific enforcement of this Agreement.
17. Confidentiality. In the course of performing its rights and obligations under this Agreement, each party may obtain non-public, confidential and/or proprietary information from the other party. Such information that a party receives from the other party, whether oral, written or in any other form and whether furnished before or after the Effective Date, together with any analyses or documents prepared by the recipient party that contains or otherwise reflects such information and is identified by the providing party as confidential, is hereinafter referred to as "Confidential Information." In addition, the provisions of this Agreement shall also constitute Confidential Information as to both parties. Confidential Information will not include information that is or becomes generally available to the public otherwise than as a result of disclosure by the recipient party or information that is already in, or subsequently comes into, the recipient party's possession, provided that the source of such information was not, to the recipient party's knowledge, obligated to keep such information confidential.

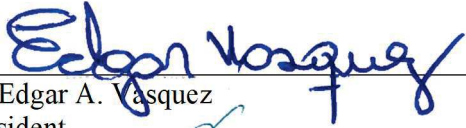
Each party agrees that it shall hold Confidential Information in confidence and shall not, without the other party's prior written consent, disclose Confidential Information, directly or indirectly, in any manner whatsoever, to any other person. The recipient party may disclose Confidential Information to any partners and members, as applicable, of the Seller and Buyer, attorneys, lenders, potential equity sources, accountants, consultants, advisors, affiliates, agents, contractors or employees to the extent such persons need to know such Confidential Information to assist the party in performing its obligations, or exercising its rights and remedies, under this Agreement and to any person providing or evaluating a proposal to provide financing to the recipient party or any direct or indirect owner of such party; provided in each case that the recipient party shall direct such person to treat such Confidential Information confidentially. Notwithstanding the terms of this Section 17, the recipient party shall be entitled to disclose Confidential Information if, but only to the extent, it is legally required to be disclosed or is otherwise subject to legal, judicial, or regulatory requests for information or documents. The recipient party shall give the other party written notice as soon as practicable of any such disclosure. Without prejudice to the rights and remedies otherwise available to the parties, each party shall be entitled to the restraint by injunction of any actual or threatened violation of the provisions of this Section 17, it being understood that monetary damages are not an adequate remedy for the breach by either party of its obligations under this Section.

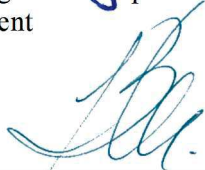
[SIGNATURE PAGE TO FOLLOW]

Seller and Buyer have executed this Agreement as of the date first written above.

SELLER:

Iglesia Bautista Central de Kissimmee, INC.
2275 Fortune Road
Kissimmee, FL 34744

By: 
Name: Edgar A. Vasquez
Its: President

By: 
Name: Benjamin O. Gonzalez
Its: Registered Agent

[Signatures Continue on the Following Page]

Seller and Buyer have executed this Agreement as of the date first written above.

BUYER:

Balsam Green Acquisitions LLC,
a Delaware limited liability company

Signed by:

By: _____
446884D5FE744CD...
Name: Mark Laverty
Its: Authorized Signatory

JOINDER OF ESCROW AGENT

The undersigned: (a) acknowledges receipt of the Earnest Money and a copy of this Agreement; (b) agrees to act as the Escrow Agent under this Agreement, (c) agrees to be the person responsible for reporting the transaction to the Internal Revenue Service under then-current Treasury Regulations, and (d) agrees to hold and disburse the Earnest Money in accordance with the provisions of this Agreement.

Escrow Agent:

FIRST AMERICAN TITLE INSURANCE COMPANY

By: 

Print Name: Kathy Estenson

Its: Commercial Operations Manager

Date of Execution:

August 26, 2025

EXHIBIT A
(Depiction of the Real Property)

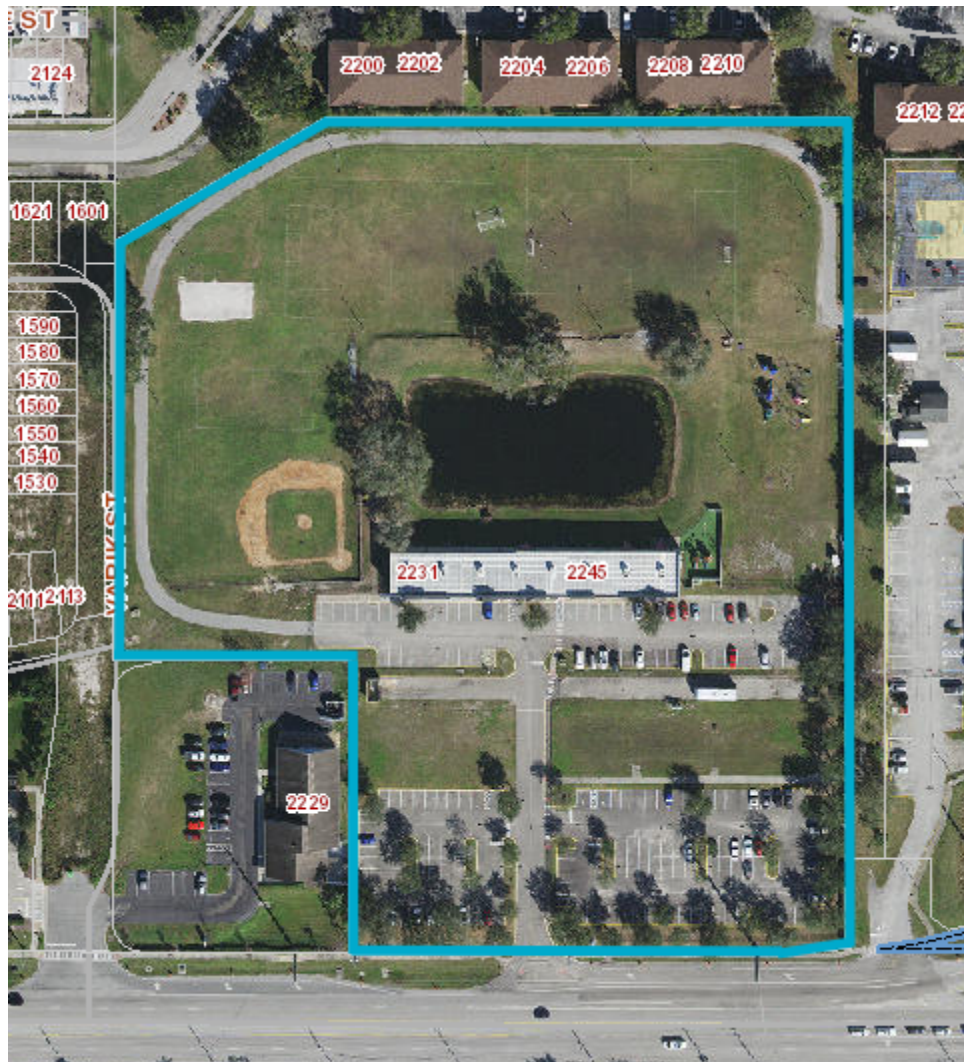


EXHIBIT B

ESCROW PROVISIONS

1. **Escrow Account and Notice.** The Earnest Money and any Extension Fee (to the extent deposited with Escrow Agent, collectively, the “Escrow Funds”) shall be held in escrow in a separate interest-bearing money market or bank account by Escrow Agent until the earliest of (a) the Closing, on which date the Escrow Funds shall be released to Seller; (b) termination by Seller or Buyer prior to the Due Diligence Period, in which event the Escrow Funds shall be released to Buyer; or (c) a joint notice executed by Seller and Buyer is received by Escrow Agent, in which event Escrow Agent shall release the Escrow Funds in accordance with the instructions therein contained. Escrow Agent shall immediately deliver a duplicate copy of any notice received by it in its capacity as Escrow Agent to Seller and Buyer.
2. **Dispute Regarding Escrow Funds.** In the event that (a) Escrow Agent shall have received a notice containing contrary instructions or a court order as provided for in this Exhibit B and within the time therein prescribed, or (b) any other disagreement or dispute shall arise between the parties hereto or resulting in adverse claims or demands being made for the Escrow Funds, whether or not litigation has been instituted, then and in any such event Escrow Agent shall refuse to comply with any claims or demands on it and continue to hold the Escrow Funds until Escrow Agent receives either (i) a written notice signed by both Seller and Buyer directing the disposition of the Escrow Funds, or (ii) a final non-appealable order of a court of competent jurisdiction directing the disposition of the Escrow Funds, in either of which events Escrow Agent shall then dispose of the Escrow Funds in accordance with said direction. Escrow Agent shall not be or become liable in any way to any person or entity for its refusal to comply with any such claims or demands until and unless it has received a direction of the nature described in (i) or (ii) above. Upon the taking by Escrow Agent of any of the actions described in (i) and (ii) above, Escrow Agent shall be released of and from all liability hereunder except for its own willful misconduct or negligence. Notwithstanding the foregoing provisions of this Section 1.2, Escrow Agent may, on written notice to Seller and Buyer, take such affirmative reasonable steps as it may, at its option, elect in order to terminate its duties as Escrow Agent hereunder, including, but not limited to, the deposit of the Escrow Funds with a court of competent jurisdiction and/or the commencement of an action in interpleader. Upon the taking by Escrow Agent of the actions described above, Escrow Agent shall be released of and from liability hereunder except for its own willful misconduct or negligence.
3. **Limitation on Escrow Agent Liability.** Escrow Agent shall not incur any liability in acting upon any signature, notice, request, waiver, consent, receipt or other paper document in good faith believed by Escrow Agent to be genuine. Escrow Agent has executed this Agreement solely to confirm that it is holding and will hold the Escrow Funds in escrow pursuant to the provisions of this Exhibit B and for no other purpose.
4. **Amendments.** This Exhibit B shall be made a part of the Agreement to which it is attached. If at any time hereafter the Agreement shall be amended by Buyer and Seller in writing, it shall not be necessary for Escrow Agent to join in or execute such amendment

provided that no such amendment may specifically modify Escrow Agent's express obligations set forth in this Agreement. It is understood and agreed that an amendment to any time period or deadline set forth in this Agreement shall not be deemed an amendment to Escrow Agent's express obligations of this Agreement requiring Escrow Agent's acknowledgment. Copies of any amendment to this Agreement may be delivered by either party to Escrow Agent. Upon receipt of any such amendment, Escrow Agent agrees to observe and comply with the terms of any such amendment made in accordance herewith.

EXHIBIT C

(Due Diligence Materials)

1. Copies of existing surveys of the property;
2. Existing title policies insuring title to the property and related exception documents;
3. Building plans, specifications, certificates of occupancy and permits prepared or received with respect to the Property, if any;
4. A copy of all Environmental Reports, geotechnical reports and traffic studies;
5. Copies of all inspections and reports made on the property within the last 2 years by state, county, city or any other public or private authority; and
6. Zoning confirmation and permitted uses.

ASSIGNMENT AND ASSUMPTION OF PURCHASE AND SALE AGREEMENT

THIS ASSIGNMENT AND ASSUMPTION OF PURCHASE AND SALE AGREEMENT (“Assignment”) is entered into and effective as of September 10, 2025, by and between BALSAM GREEN ACQUISITIONS LLC, a Delaware limited liability company (“Assignor”), and BG KISSIMMEE OWNER 1 LP, a Florida limited partnership (“Assignee”).

WITNESSETH:

WHEREAS, Assignor entered into that certain Purchase and Sale Agreement dated as of August 21, 2025 (the “Agreement”), with Iglesia Bautista Central De Kissimmee, Inc., a Florida not for profit corporation, regarding the purchase of that certain real property located in the City of Kissimmee, Florida, as described in more detail in the Agreement;

WHEREAS, pursuant to Section 11 of the Agreement, Assignor is authorized to assign all of its rights under the Agreement; and

WHEREAS, Assignor now desires to assign its rights under the Agreement to Assignee and Assignee desires to accept the same;

AGREEMENT

NOW, THEREFORE, in consideration of the foregoing premises and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties do covenant and agree as follows:

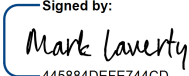
1. Any capitalized term not defined herein shall have the meaning given to it in the Agreement.
2. Assignor does hereby transfer, assign, convey and grant to Assignee all Assignor’s right, title, and interest under the Agreement.
3. Assignee, for itself and its successors and assigns, hereby assumes all right, title, and interest of Assignor under the Agreement and agrees to be bound by all of the terms, conditions, obligations and restrictions relating to the Agreement and agrees to fully, promptly and properly perform, observe, satisfy and discharge all of the terms, conditions, obligations and restrictions of the Agreement.
4. This Assignment may be executed in counterparts and facsimile or pdf signatures shall be deemed to be originals.

(Signature Page to Follow)

IN WITNESS WHEREOF, the parties have caused this Assignment to be executed on their behalf effective as of the day and year first above written.

ASSIGNOR:

BALSAM GREEN ACQUISITIONS LLC,
a Delaware limited liability company

Signed by:
By: 
445884DEFE744CD...
Name: Mark Laverty
Its: Authorized Signatory

ASSIGNEE:

BG KISSIMMEE OWNER 1 LP,
a Florida limited partnership

By: BG Kissimmee MM 1 LLC, a Delaware limited liability
company
Its: General Partner
Signed by:
By: 
908F088BC884406...
Name: Christopher Barnes
Its: Manager



Balsam Green expects to receive 16 points on the application. The 16 points are comprised of two (2) points from Public Bus Stop 1 (28.304391, -81.354921) which is 0.13 miles away from the DLP. Public Bus Stop 2 scores 2 (two) points and is 0.12 miles away (28.304197, -81.354630) from the DLP. The remaining 12 points are comprised of a grocery store, pharmacy, and a public school. The selected grocery store is Key Foods Supermarket located at 2340 Fortune Road, Kissimmee, FL 34744. Key Foods Supermarket scores four (4) points. The selected pharmacy is Walgreens Pharmacy located at 2274 Fortune Road, Kissimmee, FL 34744. The Walgreens Pharmacy scores four (4) points. The selected public school is Cypress Elementary School located at 2251 Lakeside Drive, Kissimmee, FL 34743. The selected public school scores four (4) points. All scoring locations are measured from the following coordinates (DLP): 28.305329, -81.353122.

It is assumed that Balsam Green will receive the Local Government Contribution.

The SAIL Leverage Per Unit for a Non-ESS, Mid-Rise Style building is assumed to be \$24,420 per unit.

SAIL Funds Requested	\$7,500,000	A	
Housing Credit Basis Boost	1.11	B	
Subtotal	\$8,325,000	C	$A * B = C$
New Construction, Non-ESS, Mid Rise	0.8800	D	
Subtotal	\$7,326,000	E	$C * D = E$
Total Units	300	F	
SAIL Funds Leverage Per Unit	\$24,420	G	$E / F = G$

Exhibit A. Proximity Scoring Charts

e. Proximity

(1) PHA or RD 515 Proximity Point Boost

(a) Does the proposed Development qualify for the PHA Proximity Point Boost?

No

If "Yes", provide the required letter as Attachment 5.

(b) Does the proposed Development qualify for the RD 515 Proximity Point Boost?

No

If "Yes", provide the required letter as Attachment 9.

**Subject to verification of other RFA requirements*

Points
awarded for
Proximity
Point Boost*

0.0

(2) Transit Services

Applicants may select Private Transportation or provide the location information and distance for one of the remaining four Transit Services on which to base the Application's Transit Score.

(a) If the proposed Development will serve the Elderly (Non-ALF) Demographic Commitment, does the Applicant commit to provide Private Transportation?

(The proposed Development does not qualify to select this option with a Demographic Commitment of Family.)

Points
awarded for
Transit Type

0.0

(b) Other Transit Services

Service	Latitude Coordinates	Longitude Coordinates	Distance*	Points awarded for Transit Type
Public Bus Stop 1	28.304391	-81.354921	0.13	4
Public Bus Stop 2	28.304391	-81.354921	0.12	
Public Bus Stop 3				
Public Bus Transfer Stop				
Public Bus Rapid Transit Stop				
Public Rail Station				

This area intentionally left blank.

(3) Community Services

Up to three Community Services may be selected, for a maximum 4 points for each service.

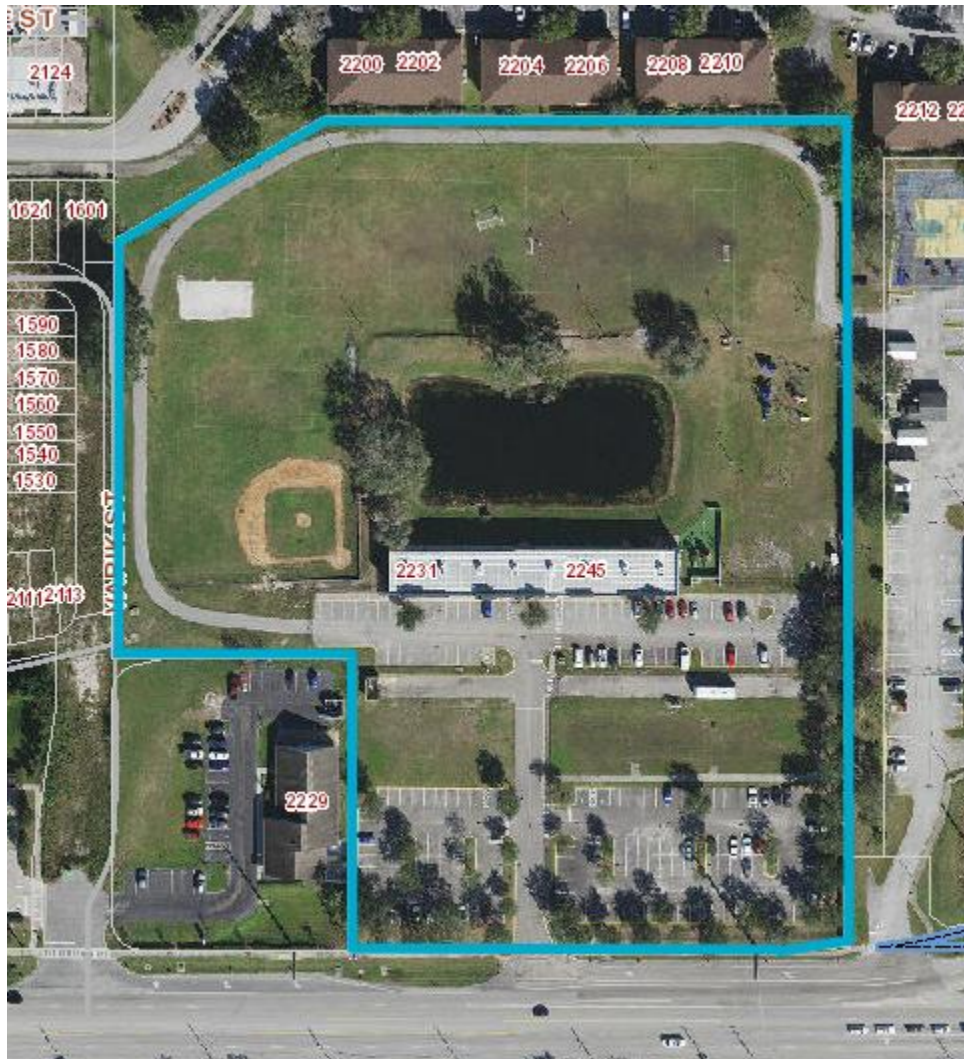
Service	Service Name	Service Address	Distance*	Points awarded for Community Services
Grocery Store	Key Food Supermarket	2340 Fortune Rd, Kissimmee, FL 34744	0.28	4.0
Medical Facility				
Pharmacy	Walgreens Pharmacy	2274 Fortune Rd, Kissimmee, FL 34744	0.15	4.0
Public School	Cypress Elementary School	2251 Lakeside Dr, Kissimmee, FL 34743	0.49	4.0

*Rounded up to the nearest hundredth of a mile. Distance between the coordinates of the Development Location Point and the coordinates of the service. The method used to determine the latitude and longitude coordinates must conform to Rule 5J-17, F.A.C., formerly 61G17-6, F.A.C. All calculations shall be based on "WGS 84" and be grid distances. The horizontal positions shall be collected to meet sub-meter accuracy (no

G. Limited Development Areas (LDA)

Is the proposed Development located in a Limited Development Area (LDA)?	No
Transit Service Points calculated based on the information entered above:	4
Community Service Points calculated based on the information entered above:	12
PHA or RD Proximity Boost points achieved?	0
Total Proximity Points calculated based on information entered above:	16
Using the information entered above, does the Application meet the minimum Transit Point Requirement?	Yes - automatically
Using the information entered above, does the Application meet the minimum Proximity Point Requirement?	Yes
Using the information entered above, does the Application meet the Proximity Funding Preference?	Yes
Total Proximity Points calculated based on information entered above, without the benefit of a PHA Boost:	16

The following photo is the site outline of the parcel located at 2231 Fortune Road, Kissimmee, FL 34744.



SECTION A

RESOLUTION 2026-01

RESOLUTION CONFIRMING THE OSCEOLA COUNTY HOUSING FINANCE AUTHORITY'S INTENT TO PURSUE THE ISSUANCE OF NOT TO EXCEED \$40,000,000 OF TAX-EXEMPT OBLIGATIONS FOR THE CONSTRUCTION OF A RENTAL PROJECT TARGETED TO LOW, MODERATE AND MIDDLE INCOME HOUSEHOLDS OWNED AND OPERATED BY BG KISSIMMEE OWNER 1 LP; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the Osceola County Housing Finance Authority (the "Authority") was created pursuant to the Housing Finance Authority Law, Sections 159.601 through 159.623, Florida Statutes, as amended (the "Act"); and

WHEREAS, pursuant to said Act, the Authority is authorized and empowered to issue tax-exempt obligations (i.e., bonds, notes, debentures, etc., as defined in Section 159.603, Florida Statutes) (hereinafter referred to as the "Bonds") for the purpose of providing funds to pay all or any part of the cost of appropriate projects, and to secure the payment of such Bonds as provided in the Act;

WHEREAS, BG Kissimmee Owner 1 LP (the "Borrower") desires to acquire, construct and operate an approximate 300-unit rental project targeted to low, middle and moderate income households in Osceola County to be known as Palmera Apartments or such other name as subsequently chosen by the Borrower (the "Project");

WHEREAS, Borrower has requested the Authority to issue the Bonds to finance the Project; and

WHEREAS, such Bonds, when, as and if issued by the Authority, will be payable solely from amounts paid under the Loan Agreement and not from any other Pledged Funds of the Authority or the County;

NOW, THEREFORE, BE IT RESOLVED BY THE OSCEOLA COUNTY HOUSING FINANCE AUTHORITY AS FOLLOWS:

1. That the Authority hereby finds and determines that the Project will be in furtherance of the public purposes as set forth in the Act.

2. That the Authority finds, intends and declares that this resolution shall evidence the Authority's present intent to pursue the financing of the Project with the proceeds of the sale of the Bonds, in one or more series, to be issued pursuant to the Act. The Authority finds, considers and declares that the issuance and sale of such Bonds, in one or more series, for that purpose will be appropriate and consistent with the objectives of the Act and the other laws of the State, and that the adoption of this resolution is and constitutes the taking of affirmative official intent by the Authority towards the issuance of such Bonds within the meaning of the Internal Revenue Code, as amended, and the regulations promulgated thereunder. The Bonds shall not be a general obligation of the Authority and shall be paid solely from the amounts paid under the Loan Agreement or from Pledged Revenues.

3. That the Chairman, Vice-Chairman and staff of the Authority are hereby authorized to proceed with the preparation and submission of documents relating to the Project which are required to apply for an allocation of the State's Private Activity Bond limit.

4. Borrower will be making certain capital expenditures for the purpose of acquiring the Project (the "Authorized Purpose"). Borrower reasonably expects to be reimbursed for capital expenditures made for the Authorized Purpose or Project from the proceeds of revenue bonds in a principal amount not to exceed \$40,000,000, which Bonds, when and if issued, shall be limited obligations of the Authority, payable solely from the amounts paid under the Loan Agreement (the

"Pledged Revenues"), and shall not be a general obligation of the Authority, and the Authority shall not be liable for debt service on the Bonds except from Pledged Revenues.

5. The Authority is making this declaration of official intent pursuant to Section 1.103-8(a)(5) and Section 1.150-2 of the United States Treasury Regulations (collectively, the "Reimbursement Regulations").

6. That the Authority and its agents will not be liable or otherwise responsible for the payment of any costs or expenses incurred by it in connection with the issuance of such Bonds.

7. It is expressly stated and agreed that the adoption of this Resolution is not a guaranty, express or implied, that the Authority shall apply for an allocation of the State's Private Activity Bond Limit pursuant to Part VI of Chapter 159, Florida Statutes, or, even if such application is made and the allocation of Private Activity Bond Limit is received for the Project, that the Authority will issue its Bonds and close on the loan for the Project. The Borrower has agreed by requesting this Resolution that it shall hold the Authority and its past, present and future members, offices, staff, attorneys, financial advisors and employees harmless from any liability or claim based upon the failure of the Authority to apply for the allocation or to close the transaction and issue the Bonds or any other cause of action arising from the adoption of this Resolution, the processing of the financing for the Project, or the issuance of the Bonds.

8. The Authority authorizes its staff to hold and perform all actions necessary for public notice, hearing(s) and approval requirements (the "TEFRA Requirements") set forth in Section 147(f) of the Internal Revenue Code of 1986, as amended (the "Code"). The TEFRA Requirements must be satisfied as a condition to the issuance of tax-exempt bonds by the Authority.

9. The Authority has no jurisdiction regarding permitting, zoning and land use matters and the adoption of this Resolution is not intended to express any position or opinion regarding same.

10. This Resolution shall be entered of record and shall take effect immediately upon adoption.

ADOPTED this 21st day of October 2025.

Chairman/Vice Chairman

(SEAL)

ATTEST:

Assistant Secretary

SECTION VI

SECTION A

RESOLUTION NO. 2026-02

RESOLUTION OF THE OSCEOLA COUNTY HOUSING FINANCE AUTHORITY (THE "AUTHORITY") AUTHORIZING THE ISSUANCE BY THE AUTHORITY OF (I) NOT EXCEEDING \$27,500,000 AGGREGATE PRINCIPAL AMOUNT OF ITS OSCEOLA COUNTY HOUSING FINANCE AUTHORITY MULTIFAMILY HOUSING REVENUE BONDS, 2025 SERIES B (SAN JOSE APARTMENTS) (THE "BONDS") AND (II) NOT EXCEEDING \$8,000,000 AGGREGATE PRINCIPAL AMOUNT OF ITS OSCEOLA COUNTY HOUSING FINANCE AUTHORITY SUBORDINATE MULTIFAMILY HOUSING REVENUE NOTE, 2025 SERIES B (SAN JOSE APARTMENTS) (THE "SUBORDINATE NOTE"); ESTABLISHING PARAMETERS FOR THE AWARD OF THE SALE THEREOF TO RBC CAPITAL MARKETS, LLC IN THE CASE OF THE BONDS AND THE SELLER IN THE CASE OF THE SUBORDINATE NOTE, AND ESTABLISHING CRITERIA FOR DETERMINING THE TERMS THEREOF, INCLUDING THE DATE, INTEREST RATE, INTEREST PAYMENT DATES AND MATURITY SCHEDULE AND OTHER TERMS OF SUCH BONDS AND NOTES, RESPECTIVELY; APPROVING THE FORMS OF AND AUTHORIZING THE EXECUTION OF A TRUST INDENTURE WITH RESPECT TO THE BONDS AND A SUBORDINATE NOTE REGISTRAR AGREEMENT WITH RESPECT TO THE SUBORDINATE NOTE; LOAN AGREEMENTS WITH RESPECT TO EACH OF THE BONDS AND THE SUBORDINATE NOTE; ENDORSEMENT OF THE MULTIFAMILY PROMISSORY NOTES WITH RESPECT TO THE BONDS AND THE SUBORDINATE NOTE, RESPECTIVELY; LAND USE RESTRICTION AGREEMENT; ARBITRAGE REBATE AGREEMENT; AND ALL EXHIBITS THERETO; APPROVING THE FORMS OF AND AUTHORIZING THE EXECUTION OF A COMPLIANCE MONITORING AGREEMENT AND OTHER ISSUER DOCUMENTS TO WHICH THE AUTHORITY IS A PARTY OR BENEFICIARY; AUTHORIZING THE NEGOTIATED SALE OF THE BONDS AND APPROVING THE FORM OF THE PURCHASE CONTRACT AND EXECUTION THEREOF RELATING TO THE NEGOTIATED SALE OF THE BONDS TO THE UNDERWRITER; AUTHORIZING THE PREPARATION AND DISTRIBUTION OF A PRELIMINARY OFFICIAL STATEMENT FOR THE BONDS AND AUTHORIZING THE PREPARATION, DISTRIBUTION AND EXECUTION OF A FINAL OFFICIAL STATEMENT IN CONNECTION WITH THE ISSUANCE AND DELIVERY OF THE BONDS, AND THE PREPARATION, DISTRIBUTION AND EXECUTION OF A DISCLOSURE STATEMENT WITH RESPECT TO THE SUBORDINATE NOTE; AUTHORIZING THE APPOINTMENT OF A TRUSTEE WITH RESPECT TO THE BONDS AND A NOTE REGISTRAR WITH RESPECT TO THE SUBORDINATE NOTES, AND OF A REBATE ANALYST; AUTHORIZING THE EXECUTIVE DIRECTOR AND CHAIRMAN OR VICE CHAIRMAN OR ANY AUTHORITY MEMBER TO TAKE ANY

OTHER ACTIONS NECESSARY TO ISSUE THE BONDS AND THE SUBORDINATE NOTE AND MAKING OTHER PROVISIONS IN CONNECTION THEREWITH; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the Legislature of the State of Florida (the “State”) has enacted the Florida Housing Finance Authority Law, Sections 159.601 *et seq.*, Florida Statutes, as amended (the “Act”), pursuant to which the State has empowered each county in the State to create by ordinance a separate public body corporate and politic, to be known as a housing finance authority of the county for which it was created, for the purpose of alleviating a shortage of housing and creating capital for investment in housing in the area of operation of such housing finance authority; and

WHEREAS, the Authority has entered into an Interlocal Agreement, dated as of October 22, 2024, between the Authority and Seminole County, which, among other things, permits the Authority to operate within the territorial boundaries of Seminole County to provide financing for qualifying housing developments within Seminole County; and

WHEREAS, pursuant to the Act, the Osceola County Housing Finance Authority (the “Authority”) has determined to authorize the issuance of not exceeding (i) \$27,500,000 aggregate principal amount of its Osceola County Housing Finance Authority Multifamily Housing Revenue Bonds, 2025 Series B (San Jose Apartments) (the “Bonds”) and (ii) \$8,000,000 aggregate principal amount of its Osceola County Housing Finance Authority Subordinate Revenue Note, 2025 Series B (San Jose Apartments) (the “Subordinate Note”) for the purpose of financing the acquisition and construction of a residential rental project for persons of low and moderate income (the “Project”). The Bonds are to be secured by cash and Permitted Investments (as defined in the hereinafter described Trust Indenture) sufficient, without need for reinvestment, to pay interest on the Bonds when due and to pay the principal of the Bonds at maturity or upon redemption. The repayment of the Subordinate Note is secured solely from the funds received from the Borrower from sources described in the hereinafter described Subordinate Loan Agreement and the Subordinate Note; and

WHEREAS, the Authority deems it necessary to provide for the form of a Trust Indenture to be entered into with a bank or trust company to serve as Trustee, and provide for the form of a Loan Agreement; Multifamily Promissory Note, Land Use Restriction Agreement and Arbitrage Rebate Agreement for the Bonds and to authorize additional documents in connection therewith; and

WHEREAS, the Authority deems it necessary to provide for the form of a Subordinate Note Registrar Agreement to be entered into with a bank to serve as Registrar, and provide for a form of a Subordinate Loan Agreement, a Subordinate Multifamily Housing Revenue Note and Subordinate Note Disclosure Statement for the Subordinate Note and to authorize additional documents in connection therewith; and

WHEREAS, the Authority wishes to approve the Preliminary Official Statement relating to the Bonds and to authorize distribution of a Preliminary Official Statement for the Bonds and to authorize the preparation and distribution and execution of an Official Statement in connection with the issuance and delivery of the Bonds; and

WHEREAS, the Authority intends to negotiate the sale of the Bonds as hereinafter provided with RBC Capital Markets, LLC (the “Underwriter”); and

WHEREAS, the Borrower has requested that the Authority issue and deliver its Subordinate Note directly to San Jose Apartments, LLC (the “Seller”); and

WHEREAS, the Authority desires to approve the form of a Purchase Contract and set parameters for certain members of the Authority to approve the final terms of the sale of the Bonds and to execute the Purchase Contract in accordance therewith upon the terms and conditions established herein in connection with issuance of the Bonds;

NOW, THEREFORE, BE IT RESOLVED BY THE OSCEOLA COUNTY HOUSING FINANCE AUTHORITY, as follows:

1. There is hereby authorized and directed to be issued the Authority’s Osceola County Housing Finance Authority Multifamily Housing Revenue Bonds, 2025 Series B (San Jose Apartments) in an aggregate principal amount not to exceed \$27,500,000 (the “Bonds”). The Bonds shall be issued under and secured by the Trust Indenture referred to below, the form of which by reference is hereby incorporated into this resolution as if set forth in full herein. The Bonds shall mature in the amounts and at the times, shall bear interest at the rates, be redeemable at the redemption prices and upon the terms and shall have all of the other characteristics, all as set forth in the form of Purchase Contract attached hereto as Exhibit H and in the Trust Indenture attached hereto as Exhibit A-1 all as shall be approved by the Chairman or the Vice Chairman, or other Board Member and the Secretary of the Authority or their duly authorized alternate officers prior to sale of said Bonds, as provided in this resolution. The Bonds shall be executed, authenticated and delivered by the officers of the Authority authorized below in substantially the form set forth in the Trust Indenture in fully registered form.

2. The Trust Indenture, between the Authority and The Bank of New York Mellon Trust Company, N.A. (the “Trustee”), in substantially the form attached hereto as Exhibit A-1 (the “Indenture”), is hereby approved, and the Chairman or Vice Chairman, or other Board Member and the Secretary of the Authority or their duly authorized alternate officers are hereby authorized and directed to execute and deliver the Trust Indenture on behalf of and in the name of the Authority with such additional changes, insertions and omissions therein including but not limited to, the insertion of rates, maturities, sinking fund redemption provisions and other details of the Bonds determined as herein provided and as may be made prior to the delivery of the Bonds, and as may be otherwise made or approved by the said officers of the Authority executing the same, such execution to be conclusive evidence of such approval.

3. There is hereby authorized and directed to be issued Authority’s Osceola County Housing Finance Authority Subordinate Revenue Note, 2025 Series B (San Jose Apartments) in an aggregate principal amount not to exceed \$8,000,000 (the “Subordinate Note”). The Subordinate Note Registrar Agreement, between the Authority, the Borrower and The Bank of New York Mellon Trust Company, N.A. (the “Registrar”) in substantially the form attached hereto as Exhibit A-2 (the “Subordinate Note Registrar Agreement”), is hereby approved, and the Chairman or Vice Chairman, or other Board Member and the Secretary of the Authority or their duly authorized alternate officers are hereby authorized and directed to execute and deliver the

Subordinate Note Registrar Agreement on behalf of and in the name of the Authority with such additional changes, insertions and omissions therein and as may be made prior to the delivery of the Subordinate Note, and as may be otherwise made or approved by the said officers of the Authority executing the same, such execution to be conclusive evidence of such approval.

4. The Loan Agreement, between the Authority and San Jose Preservation, Ltd. (the “Borrower”), in substantially the form attached hereto as Exhibit B-1 (the “Loan Agreement”), is hereby approved, and the Chairman or the Vice Chairman, or any other Board Member and the Secretary of the Authority or their duly authorized alternate officers are hereby authorized and directed to execute and deliver the Loan Agreement on behalf of and in the name of the Authority with such additional changes, insertions and omissions therein as may be made or approved by the said officers of the Authority executing the same, such execution to be conclusive evidence of such approval.

5. The Subordinate Loan Agreement, between the Authority and the Borrower, in substantially the form attached hereto as Exhibit B-2 (the “Subordinate Loan Agreement”), is hereby approved, and the Chairman or the Vice Chairman, or any other Board Member and the Secretary of the Authority or their duly authorized alternate officers are hereby authorized and directed to execute and deliver the Subordinate Loan Agreement on behalf of and in the name of the Authority with such additional changes, insertions and omissions therein as may be made or approved by the said officers of the Authority executing the same, such execution to be conclusive evidence of such approval.

6. The Land Use Restriction Agreement, among the Borrower, the Authority and the Trustee in substantially the form attached hereto as Exhibit C (the “Land Use Restriction Agreement”) is hereby approved, and the Chairman or the Vice Chairman, or other Board Member and the Secretary of the Authority or their duly authorized alternate officers are hereby authorized and directed to execute and deliver the Land Use Restriction Agreement on behalf of and in the name of the Authority with such additional changes, insertions and omission therein as may be made or approved by the said officers of the Authority executing the same, such execution to be conclusive evidence of such approval.

7. The Multifamily Promissory Note, from the Borrower to the Authority in substantially the form attached hereto as Exhibit D-1 (the “Note”) is hereby approved, and the Chairman or the Vice Chairman, or any other Board Member and the Secretary of the Authority or their duly authorized alternate officers are hereby authorized and directed to endorse the Note to the Trustee, on behalf of and in the name of the Authority, with such additional changes, insertions and omissions therein as may be made or approved by the said officers of the Authority accepting the same, such acceptance to be conclusive evidence of such approval.

8. The Subordinate Note, from the Authority in substantially the form attached hereto as Exhibit D-2 is hereby approved, and the Chairman or the Vice Chairman, or any other Board Member and the Secretary of the Authority or their duly authorized alternate officers are hereby authorized and directed to endorse the Subordinate Note to the Registrar, on behalf of and in the name of the Authority, with such additional changes, insertions and omissions therein as may be made or approved by the said officers of the Authority accepting the same, such acceptance to be conclusive evidence of such approval.

9. The Arbitrage Rebate Agreement, among the Authority, the Borrower and the Trustee, in substantially the form attached hereto as Exhibit E (the “Arbitrage Rebate Agreement”), is hereby approved and the Chairman or the Vice Chairman, or any other Board Member and the Secretary of the Authority or their duly authorized alternate officers are hereby authorized and directed to execute and deliver such Arbitrage Rebate Agreement on behalf of and in the name of the Authority with such additional changes, insertions and omissions therein as implement the provisions of the Indenture, and as may be made or approved by the said officers of the Authority executing the same, such execution to be conclusive evidence of such approval.

10. The Environmental Indemnity, from the Borrower and other guarantors in favor of the Authority and the Trustee, in the form attached hereto as Exhibit F (the “Environmental Indemnity”) is hereby approved, and the Chairman or the Vice Chairman, or any other Board Member and the Secretary of the Authority or their duly authorized alternate officers are hereby authorized and directed to accept the Environmental Indemnity on behalf of and in the name of the Authority with such additional changes, insertions and omissions therein as may be made or approved by the said officers of the Authority.

11. The Guaranty of Recourse Obligations from the Borrower and other guarantors in favor of the Authority and the Trustee, in the form attached hereto as Exhibit G (the “Guaranty of Recourse Obligations”) is hereby approved, and the Chairman or the Vice Chairman, or any other Board Member and the Secretary of the Authority or their duly authorized alternate officers are hereby authorized and directed to accept the Guaranty of Recourse Obligations on behalf of and in the name of the Authority with such additional changes, insertions and omissions therein as may be made or approved by the said officers of the Authority.

12. The Guaranty of Completion from the Borrower and other guarantors in favor of the Authority and the Trustee, in the form attached hereto as Exhibit H (the “Guaranty of Completion”) is hereby approved, and the Chairman or the Vice Chairman, or any other Board Member and the Secretary of the Authority or their duly authorized alternate officers are hereby authorized and directed to accept the Guaranty of Completion on behalf of and in the name of the Authority with such additional changes, insertions and omissions therein as may be made or approved by the said officers of the Authority.

13. The Guaranty of Operating Deficits from the Borrower and other guarantors in favor of the Authority and the Trustee, in the form attached hereto as Exhibit I (the “Guaranty of Operating Deficits”) is hereby approved, and the Chairman or the Vice Chairman, or any other Board Member and the Secretary of the Authority or their duly authorized alternate officers are hereby authorized and directed to accept the Guaranty of Operating Deficits on behalf of and in the name of the Authority with such additional changes, insertions and omissions therein as may be made or approved by the said officers of the Authority.

14. The Compliance Monitoring Agreement, among the Authority, Seltzer Management Group, Inc., the Trustee and the Borrower in substantially the form attached hereto as Exhibit J (the “Compliance Monitoring Agreement”) is hereby approved, and the Chairman or the Vice Chairman, or other Board Member and the Secretary of the Authority or their duly authorized alternate officers are hereby authorized and directed to execute and deliver the Compliance Monitoring Agreement on behalf of and in the name of the Authority with such

additional changes, insertions and omission therein as may be made or approved by the said officers of the Authority executing the same, such execution to be conclusive evidence of such approval.

15. Following consultation with the Borrower and Underwriter, it being understood that virtually all transaction costs are being borne by the Borrower, it is hereby found and determined that due to the characteristics of the financing and the prevailing and anticipated market conditions, it is in the best interest of the Authority to negotiate the sale of the Bonds. The negotiated sale of the Bonds to the Underwriter, upon substantially the terms and conditions set forth in the Purchase Contract attached hereto as Exhibit K, is hereby approved, and the Purchase Contract among the Authority, the Underwriter and the Borrower, is hereby approved in substantially the form attached hereto as Exhibit K. The Authority hereby authorizes the Chairman or Vice Chairman of the Authority or any other Board Member to execute and deliver (attested by the Secretary of the Authority), said Purchase Contract in the name of and on behalf of the Authority, with such changes, alterations and corrections, if any, as may be approved by said Chairman or Vice Chairman or other Board Member, all of the provisions of which, when executed and delivered by the Authority as authorized herein shall be deemed to be a part of this instrument as fully and to the same extent as if incorporated verbatim herein. The Bonds are hereby sold to the Underwriter (subject to such terms and conditions) in the amount, at the price and upon the final terms set forth in the Purchase Contract as may be approved by the Chairman or Vice Chairman or other Board Member as attested by the Secretary; provided, that (a) the purchase price of the Bonds shall be not less than 98% of the original principal amount thereof without the consent of the Authority, (b) the average yield of the Bonds determined as required for purposes of Section 148 of the Internal Revenue Code of 1986, as amended (the "Code"), shall not exceed the limitation on interest rates set forth in Section 215.84, Florida Statutes, and (c) the Bonds shall finally mature not later than 40 years from the date of issuance of the Bonds.

16. The Authority hereby approves the Preliminary Official Statement relating to the Bonds in the form attached hereto as Exhibit L-1 and authorizes the use and distribution by the Underwriter of said Preliminary Official Statement in connection with the public offering for sale of the Bonds. The Chairman, Vice Chairman or any other Board Member and the Executive Director are hereby authorized to make or approve insertions, modifications and changes in the Preliminary Official Statement. The Authority hereby approves and authorizes the preparation and distribution of a final Official Statement relating to the Bonds with such revisions as shall hereafter be approved by the Chairman or Vice Chairman or other Board Member and the Executive Director of the Authority, with such approval and authorization to be presumed by the execution thereof.

17. The Authority hereby approves the Subordinate Note Disclosure Statement relating to the Subordinate Note in the form attached hereto as Exhibit L-2.

18. With respect to the Bonds, The Bank of New York Mellon Trust Company, N.A., is hereby appointed as Trustee (the "Trustee") pursuant to the Indenture; and with respect to the Note, The Bank of New York Mellon Trust Company, N.A., is hereby appointed as Registrar (the "Registrar") pursuant to the Subordinate Note Registrar Agreement.

19. With respect to the Bonds, the Rebate Analyst shall be as determined in accordance with the Indenture, as shall be evidenced by the execution of the Indenture. The Chairman, Vice Chairman or other Board Member and the Secretary are hereby authorized to execute any and all instruments necessary in connection therewith.

20. All prior resolutions and motions of the Authority inconsistent with the provisions of this resolution are hereby modified, supplemented and amended to conform with the provisions herein contained and except as otherwise modified, supplemented and amended hereby shall remain in full force and effect.

21. To the extent that the Chairman, Vice Chairman, or other Board Member, and/or the Secretary of the Authority are unable for any reason to execute or deliver the documents referred to above, such documents may be executed, attested and/or delivered by their duly authorized alternate officers, with the same effect as if executed and/or delivered by the Chairman, Vice Chairman, or other Board Member, or Secretary.

22. The Chairman, the Vice Chairman, and all other Board Members of the Authority and the Secretary and staff of the Authority are hereby authorized and directed to execute any and all certifications or other instruments or documents required by or in connection with the Indenture, the Loan Agreement, the Purchase Contract or any other document referred to above as a prerequisite or precondition to the issuance of the Bonds and any representation made therein shall be deemed to be made on behalf of the Authority. All action taken to date by the members of the Authority and the staff of the Authority in furtherance of the issuance of the Bonds is hereby approved, confirmed and ratified.

23. The Chairman, the Vice Chairman, and all other Board Members of the Authority and the Secretary and staff of the Authority are hereby authorized and directed to execute any and all certifications or other instruments or documents required by or in connection with the Subordinate Note Registrar Agreement, the Subordinate Loan Agreement or any other document referred to above as a prerequisite or precondition to the issuance of the Note and any representation made therein shall be deemed to be made on behalf of the Authority. All action taken to date by the members of the Authority and the staff of the Authority in furtherance of the issuance of the Note is hereby approved, confirmed and ratified.

24. It is hereby found and determined that all formal actions of the governing body of the Authority concerning and relating to the adoption of this resolution and the consummation of the transactions contemplated by this resolution were adopted in open meetings of the governing body of the Authority, and that all deliberations of the governing body of the Authority that resulted in such formal action were in meetings open to the public, in compliance with all legal requirements.

25. This resolution shall become effective immediately upon its adoption.

APPROVED AND ADOPTED this 21st day of October, 2025.

**OSCEOLA COUNTY HOUSING
FINANCE AUTHORITY**

[S E A L]

ATTEST:

By: _____
Chair/Vice Chair

By: _____
George Flint, Assistant Secretary

SECTION 1

EXHIBIT A-1

TRUST INDENTURE

TRUST INDENTURE

By and between

OSCEOLA COUNTY HOUSING FINANCE AUTHORITY,
as Issuer

and

THE BANK OF NEW YORK MELLON TRUST COMPANY, N.A.,
as Trustee

Dated as of _____ 1, 2025

[\$27,500,000]
OSCEOLA COUNTY HOUSING FINANCE AUTHORITY
MULTIFAMILY HOUSING REVENUE BONDS,
2025 SERIES _____
(SAN JOSE APARTMENTS)

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EXHIBIT A	FORM OF BONDS
EXHIBIT B	FORM OF PROJECT FUND REQUISITION (PROCEEDS ACCOUNT/EQUITY ACCOUNT)
EXHIBIT C	FORM OF COSTS OF ISSUANCE REQUISITION

TRUST INDENTURE

This **TRUST INDENTURE** (as amended, modified or supplemented from time to time, this “Indenture”) is entered into as of _____ 1, 2025, by and between **OSCEOLA COUNTY HOUSING FINANCE AUTHORITY**, a public body corporate and politic duly created, organized and existing under the laws of the State of Florida (together with its successors and assigns, the “Issuer”) and **THE BANK OF NEW YORK MELLON TRUST COMPANY, N.A.**, a national banking association authorized to exercise corporate trust powers in the State, and authorized to accept and execute trusts of the character herein set out, as Trustee (together with its successors and assigns, the “Trustee”).

RECITALS

Certain of the terms and words used in these Recitals, and in the following Granting Clauses and Agreements, are defined in Section 1.01 of this Indenture.

WHEREAS, the Issuer is authorized and empowered by the Florida Housing Finance Authority Law, Sections 159.601 et seq., Florida Statutes, as amended, and Ordinance No. #81-4 enacted on September 28, 1981, and effective November 3, 1981, and that certain Interlocal Agreement dated October 22, 2024, between Seminole County, Florida and the Issuer (collectively, the “Act”), to finance multifamily rental housing within Seminole County, Florida (the “County”) by issuing its revenue bonds to provide funds to finance the acquisition, rehabilitation and development thereof; and

WHEREAS, the Issuer has determined to issue and sell its Multifamily Housing Revenue Bonds, 2025 Series ____ (San Jose Apartments) in the original aggregate principal amount of **[\$27,500,000]** (the “Bonds”), for the purpose of financing a portion of the costs of the acquisition, rehabilitation, installation and equipping of a 121-unit multifamily rental housing facility project to be occupied by persons of low, middle or moderate income and related personal property and equipment, and located at 2353 Winter Woods Blvd., Winter Park, FL 32792 in Seminole County (the “Development”) all pursuant to this Indenture and the Loan Agreement dated as of _____ 1, 2025 (as amended, modified or supplemented from time to time, the “Bond Loan Agreement”), between the Issuer and San Jose Preservation, Ltd., a limited partnership duly organized and existing under the laws of the State of Florida (together with its permitted successors and assigns, the “Borrower”); and

WHEREAS, the Issuer is authorized to enter into this Indenture and to do or cause to be done all the acts and things herein provided or required to be done to finance the Project Costs by the issuance of the Bonds, all as hereinafter provided; and

WHEREAS, all acts, conditions and things required to happen, exist, and be performed precedent to and in the issuance of the Bonds and the execution and delivery of this Indenture have happened, exist and have been performed in order to make the Bonds, when issued, delivered and authenticated, valid obligations of the Issuer in accordance with the terms thereof and hereof, and in order to make this Indenture a valid, binding and legal trust agreement for the security of the Bonds in accordance with its terms; and

WHEREAS, the Trustee has accepted the trusts created by this Indenture and has accepted its obligations hereunder, and in evidence thereof, this Indenture has been executed and delivered thereby; and

WHEREAS, the Issuer will loan the proceeds of the Bonds to the Borrower pursuant to the Bond Loan Agreement, and to evidence its payment obligations thereunder, the Borrower will deliver to the Issuer a Promissory Note dated the Closing Date in the amount of **[\$27,500,000]** (the “Note”); and

The execution and delivery of this Indenture and the issuance and sale of the Bonds have been in all respects duly and validly authorized by the Resolutions duly adopted by the Issuer.

Accordingly, the Issuer and the Trustee agree as follows for the benefit of the other and for the benefit of the holders of the Bonds:

GRANTING CLAUSES AND AGREEMENTS

NOW, THEREFORE, in consideration of the premises and the acceptance by the Trustee of the trusts hereby created and of the purchase and acceptance of any or all of the Bonds issued and sold by the Issuer from time to time under this Indenture by those who shall hold the same from time to time, and of the sum of one dollar, lawful money of the United States of America, duly paid to the Issuer by the Trustee at or before the execution and delivery of these presents, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, in order to secure the payment of the principal of and interest on the Bonds according to their tenor and effect and the performance and observance by the Issuer of all the covenants expressed or implied herein and in the Bonds and the payment and performance of all other of the obligations of the Issuer, the Issuer does hereby grant, bargain, sell, convey, pledge and assign, without recourse, unto the Trustee and unto its successors in trust forever, and grants to the Trustee and to its successors in trust, a security interest in, the following (such property being herein referred to as the “Trust Estate”):

1. All right, title and interest of the Issuer in and to all Revenues, derived or to be derived by the Issuer or the Trustee for the account of the Issuer under the terms of this Indenture and the Bond Loan Agreement (other than the Unassigned Rights of the Issuer), together with all other Revenues received by the Trustee for the account of the Issuer arising out of or on account of the Trust Estate;
2. All right, title and interest of the Issuer in and to the Note (other than the Unassigned Rights of the Issuer) including all payments and proceeds with respect thereto or replacement thereof;
3. Any fund or account created under this Indenture except for the Costs of Issuance Fund, the Expense Fund and the Rebate Fund;
4. All right, title and interest of the Issuer in and to, and remedies under, the Bond Loan Agreement;

5. All funds, moneys and securities and any and all other rights and interests in property whether tangible or intangible from time to time hereafter by delivery or by writing of any kind, conveyed, mortgaged, pledged, assigned or transferred as and for additional security hereunder for the Bonds by the Issuer or by anyone on its behalf or with its written consent to the Trustee, which is hereby authorized to receive any and all such property at any and all times and to hold and apply the same subject to the terms hereof;

PROVIDED, HOWEVER, that there shall be excluded from the granting clauses of this Indenture all the Unassigned Rights of the Issuer, including all amounts paid or collected by the Issuer in connection therewith, all amounts on deposit in the Costs of Issuance Fund for the sole benefit of the payees thereof, all amounts on deposit in the Rebate Fund, which shall be held for the sole benefit of the United States of America, and all amounts on deposit in the Expense Fund, which shall be held for the benefit of the Issuer, the Trustee and the Remarketing Agent, as applicable;

TO HAVE AND TO HOLD all the same with all privileges and appurtenances hereby conveyed and assigned, or agreed or intended so to be, to the Trustee and its successors in trust forever;

IN TRUST NEVERTHELESS, upon the terms and trusts herein set forth, 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 other Bonds;

PROVIDED, HOWEVER, that if the Issuer shall well and truly pay, or cause to be paid, the principal of the Bonds issued hereunder, and interest due or to become due thereon, at the times and in the manner mentioned in the Bonds, according to the true intent and meaning thereof, and shall cause the payments to be made into the Collateral Fund as required under Article IV hereof or by depositing with the Trustee the entire amount due or to become due thereon, and shall well and truly keep, perform and observe all of the covenants and conditions pursuant to the terms of this Indenture and all other of the obligations of the Issuer to be kept, performed and observed by it, the Rebate Requirement shall be paid in full and shall pay or cause to be paid to the Trustee all sums of money due or to become due to it in accordance with the terms and provisions hereof, then upon such final payment, as further provided in Section 9.01 hereof, and the termination of the Bond Loan Agreement, this Indenture and the rights hereby granted shall cease, terminate and be void; otherwise, this Indenture shall remain in full force and effect;

AND IT IS EXPRESSLY DECLARED that all Bonds issued and secured hereunder are to be issued, authenticated and delivered and all such property, moneys, revenues and receipts hereby pledged are to be dealt with and disposed of 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 and with the respective holders from time to time of the Bonds, or any part thereof, as follows:

ARTICLE I

DEFINITIONS AND CONSTRUCTION

Section 1.01. Definitions.

Certain terms used in this Indenture are defined in the Bond Loan Agreement and when and if used herein, such terms shall have the meanings given to them by the Bond Loan Agreement unless the context clearly indicates otherwise. In addition, when used in this Indenture, the following terms shall have the meanings given to them in this Section unless the context clearly indicates otherwise:

“*Act*” has the meaning assigned in the Recitals hereto.

“*Agreement*” or “*Bond Loan Agreement*” means the Loan Agreement dated as of the same date as this Indenture, between the Issuer and the Borrower and any and all supplements thereto.

“*Approved Advance*” means a Requisition in substantially the form attached as Exhibit B hereto which has been approved by the Issuer Servicer.

“*Arbitrage Certificate*” means the Arbitrage and Tax Certificate, dated the Closing Date, executed by the Issuer in connection with the issuance of the Bonds.

“*Arbitrage Rebate Agreement*” means the Arbitrage Rebate Agreement, dated as of _____ 1, 2025, among the Issuer, the Trustee and the Borrower in connection with the issuance of the Bonds.

“*Bond*” or “*Bonds*” means the Osceola County Housing Finance Authority Multifamily Housing Revenue Bonds, 2025 Series ____ (San Jose Apartments) issued, authenticated and delivered under this Indenture, which are identified as such in Section 2.01(a) hereof.

“*Bond Counsel*” means nationally recognized bond counsel selected by the Issuer.

“*Bond Documents*” means, with respect to the Bonds, the Bonds, this Indenture, the Bond Loan Agreement, the Note, the Bond Purchase Agreement, the Regulatory Agreement, the Continuing Disclosure Agreement, the Guarantor Documents, the Arbitrage Rebate Agreement, the Tax Certificates, the Issuer Servicer Agreement and any and all documents executed in connection with the Bonds.

“*Bond Fund*” means the Bond Fund created in Section 4.01 of this Indenture.

“*Bondholder*” or “*Holder of the Bonds*” or “*Holder*” or “*Owner of the Bonds*” or “*Owner*” when used with respect to any Bond, means the person or persons in whose name such Bond is registered as the owner thereof on the books of the Issuer maintained at the Trust Office of the Trustee for that purpose.

“*Bond Loan Agreement*” means the Loan Agreement, dated as of _____ 1, 2025, by and between the Issuer and the Borrower and any and all supplements thereto, pursuant to which the Loan is being made to the Borrower.

“*Bond Purchase Agreement*” means the Bond Purchase Agreement, dated _____, 2025, among the Issuer, the Borrower and the Underwriter.

“*Bond Registrar*” has the meaning assigned to it in Section 2.01(f) hereof.

“*Book Entry Form*” or “*Book Entry System*” means a form or system, as applicable, under which (i) the ownership of beneficial interests in the Bonds may be transferred only through a book entry and (ii) physical bond certificates in fully registered form are registered only in the name of a Securities Depository or its nominee as holder, with the physical bond certificates “immobilized” in the custody of the Securities Depository.

“*Borrower*” means San Jose Preservation, Ltd., a limited partnership, duly organized and existing in the State of Florida, and its successors and assigns.

“*Borrower Documents*” means the Bond Loan Agreement, the Note, the Proceeds Certificate, the Arbitrage Rebate Agreement, the Regulatory Agreement, the Bond Purchase Agreement, the Official Statement, the Continuing Disclosure Agreement, the Guarantor Documents and any and all documents, agreements or instruments executed by the Borrower in connection with the Loan evidenced by the Bond Loan Agreement.

“*Borrower Obligations*” means the obligations of the Borrower under the Bond Loan Agreement, the Note, and the other Borrower Documents to (a) pay the principal of, and interest on the Note, when and as the same shall become due and payable (whether at the stated maturity thereof, on any payment date or by acceleration of maturity or otherwise), (b) pay all other amounts required by the Bond Loan Agreement, the Note, and the other Borrower Documents to be paid by the Borrower to the Issuer and the Trustee, as and when the same shall become due and payable, and (c) timely perform, observe and comply with all of the terms, covenants, conditions, stipulations, and agreements, express or implied, which the Borrower is required by the Bond Loan Agreement, the Note, the Regulatory Agreement, and any of the other Borrower Documents, to perform or observe.

“*Borrower Representative*” means a person at the time designated and authorized to act on behalf of the Borrower by a written certificate furnished to the Issuer and the Trustee containing the specimen signature of such person and signed on behalf of the Borrower by one of its officers, which certificate may designate an alternate or alternates.

“*Bridge Lender*” means Truist Bank, a North Carolina banking corporation, its successors and assigns.

“*Bridge Loan*” means the loan made by the Bridge Lender to the Borrower in the original principal amount not to exceed [\$2,900,170], a portion of the proceeds of which will fund the Capitalized Interest Deposit, if any, and the Collateral Payments under this Indenture.

“*Business Day*” or “*business day*” means a day, other than a Saturday or Sunday, on which (a) banks located in New York, New York, Fort Lauderdale, Florida or in the city in which the Trust Office of the Trustee, or the office of the Trustee is located, are not required or authorized by law or executive order to close for business, and (b) the New York Stock Exchange is not closed.

“*Capitalized Interest Account*” means the account by that name created in the Bond Fund pursuant to Section 4.01(a) hereof.

“*Capitalized Interest Deposit*” means the deposit of \$0.00 to the Capitalized Interest Account on behalf of the Borrower, if any, from Preference Proof Moneys on or before the Closing Date, which is to be deposited as provided in Section 4.02 hereof.

“*Cash Flow Projection*” means a cash flow projection prepared by an Independent firm of certified public accountants, a financial advisory firm, a law firm or other Independent third party qualified and experienced in the preparation of cash flow projections for structured finance transactions similar to the Bonds, designated by the Borrower and acceptable to the Rating Agency, establishing, to the satisfaction of the Rating Agency, the sufficiency of (a) the amount on deposit in the Project Fund, the Collateral Fund and the Bond Fund (including the Capitalized Interest Account therein), (b) projected investment income to accrue on amounts on deposit in the Project Fund, the Collateral Fund and the Bond Fund (including the Capitalized Interest Account therein) during the applicable period and (c) any additional Preference Proof Moneys delivered to the Trustee by or on behalf of the Borrower to pay principal of and interest on the Bonds when due and payable, including, but not limited to, any cash flow projection prepared in connection with (i) the initial issuance and delivery of the Bonds, (ii) a proposed optional redemption of the Bonds, as provided in Section 3.01(c) hereof, (iii) a proposed remarketing of the Bonds, as provided in Section 3.06(a) hereof; (iv) the release of Preference Proof Moneys from the Bond Fund, as provided in Section 4.05 hereof; and (v) the purchase, sale or exchange of Permitted Investments as provided in Section 7.01 hereof.

“*Closing Date*” means the date of delivery of the Bonds in exchange for the purchase price thereof.

“*Code*” means the Internal Revenue Code of 1986, including applicable final, temporary and proposed regulations and revenue rulings applicable thereto, as amended from time to time.

“*Collateral Fund*” means the Collateral Fund created pursuant to Section 4.01 of this Indenture.

“*Collateral Payments*” means Preference Proof Moneys advanced to the Trustee for deposit into the Collateral Fund as a prerequisite to the advance of money from the Proceeds Account of the Project Fund.

“*Completion Certificate*” means a certificate submitted by the Borrower Representative to the Issuer and the Trustee as provided in, and meeting the requirements of, Section 3.05 of the Bond Loan Agreement.

“*Completion Date*” means the date upon which the Completion Certificate is delivered by the Borrower to the Issuer and the Trustee, which shall be no later than _____, 20__.

“*Construction Contract*” means that certain construction contract executed between the Contractor and the Borrower relating to the rehabilitation of the Development, as that contract may be amended from time to time.

“*Construction Draw Date*” means the date on which a disbursement from the Project Fund shall be made solely to pay acquisition, rehabilitation and equipping costs of the Development.

“*Continuing Disclosure Agreement*” means the Continuing Disclosure Agreement, dated as of _____ 1, 2025 between the Borrower and the Dissemination Agent.

“*Contractor*” means the entity identified as the general contractor under the Construction Contract.

“*Costs of Issuance Fund*” means the Costs of Issuance Fund created pursuant to Section 4.01 hereof.

“*Costs of Issuance*” means all fees, costs and expenses incurred in connection with the issuance of the Bonds and the extension of the Loan, payable from the Costs of Issuance Fund.

“*Costs of Issuance Deposit*” means \$0.00.

“*Costs of the Development*” with respect to the Development shall be deemed to include all items permitted to be financed under the provisions of the Code and the Act.

“*County*” means Seminole County, Florida.

“*Credit Underwriting Report*” means the Osceola County Housing Finance Authority Credit Underwriting Report dated _____, 2025 prepared by Seltzer Management Group, Inc.

“*Default*” means any Default under the Bond Loan Agreement as specified in and defined by Section 7.01 thereof.

“*Development*” means the multifamily rental housing development known as San Jose Apartments, which consists of 121 apartment units and related facilities located in Seminole County, Florida.

“*Dissemination Agent*” means The Bank of New York Mellon Trust Company, N.A., a national banking association organized and existing under the laws of the United States of America and its permitted successors and assigns as Dissemination Agent under the Continuing Disclosure Agreement.

“*Dissemination Agent Fee*” means a portion of the Trustee’s Fee payable to The Bank of New York Mellon Trust Company, N.A., in its capacity as Dissemination Agent pursuant to the Continuing Disclosure Agreement.

“*Documents*” means and shall include (without limitation), with respect to the Bonds, this Indenture, the Bond Documents, the Borrower Documents, the Guarantor Documents and any and all other documents which the Issuer, the Borrower or any other party or parties or their representatives, have executed and delivered, or may hereafter execute and deliver, to evidence or secure the Bonds and the Borrower’s Obligations, or any part thereof, or in connection therewith, and any and all supplements thereto.

“*Environmental Indemnity*” means the Environmental Indemnity, dated as of _____ 1, 2025, by the Guarantors for the benefit of the Issuer and the Trustee.

“*Event of Default*” or “*Default*” means, when used in this Indenture, those events of default or defaults specified in Section 10.01 hereof and, when used in the Bond Loan Agreement, those events of default or defaults specified in Section 7.01 thereof.

“*Expense Fund*” means the fund by that name created and established pursuant to Section 4.01 of this Indenture.

“*General Partner*” means San Jose Preservation GP LLC, a Delaware limited liability company, and its permitted successors and assigns.

“*GNMA*” means the Government National Mortgage Association.

“*Governmental Authority*” means any federal, State or local governmental or *quasi*-governmental entity, including, without limitation, any agency, department, commission, board, bureau, administration, service, or other instrumentality of any governmental entity.

“*Government Obligations*” means non-callable, non-redeemable direct obligations issued by the United States of America including obligations issued or held in book entry form on the books of the Department of the Treasury of the United States of America, including, when available, time deposit SLGS, on which the full and timely payment of principal and interest is unconditionally guaranteed by the United States of America.

“*Governmental Requirements*” means all laws, ordinances, orders, rules or regulations of all Governmental Authorities applicable to the Development, the Issuer, the Borrower or any of the Borrower’s assets or other properties, including without limitation, laws, ordinances, orders, rules and regulations relating to securities or other public disclosures, zoning, licenses, permits, subdivision, building, safety, health, and fire protection and all environmental laws.

“*Guarantor*” and “*Guarantors*” means, individually and collectively, the Borrower, the General Partner, Lincoln Avenue Capital LLC, San Jose Developer LLC, Jeremy Bronfman 2014 Revocable Trust, and Jeremy S. Bronfman a natural person, together with their respective permitted successors and assigns.

“*Guarantor Documents*” means, collectively, the Environmental Indemnity and the Guaranty of Recourse Obligations.

“Guaranty of Recourse Obligations” means the Absolute and Unconditional Guaranty of Recourse Obligations, dated as of _____ 1, 2025, from the Guarantors, jointly and severally, in favor of the Issuer and the Trustee.

“Hazardous Materials” means petroleum and petroleum products and compounds containing them, including gasoline, diesel fuel and oil; explosives; flammable materials; radioactive materials; polychlorinated biphenyls (“PCBS”) and compounds containing them; lead and lead based paint; asbestos or asbestos containing materials in any form that is or could become friable; underground or above ground storage tanks, whether empty or containing any substance; any substance the presence of which at the Development is prohibited by any federal, state or local authority; any substance that requires special handling under any Hazardous Materials Law; and any other material or substance now or in the future defined as a “hazardous substance,” “hazardous material,” “hazardous waste,” “toxic substance,” “toxic pollutant,” “contaminant,” or “pollutant” within the meaning of any Hazardous Materials Law, but does not include any such substance that is a customary and ordinary household, cleaning, office, swimming pool or landscape maintenance product used on the Development by the Borrower or any tenant or agent of the Borrower, or customary construction materials used during the course of rehabilitation and equipping of the Development by the Borrower or the Contractor, provided such use is in accordance with applicable hazardous material laws.

“Hazardous Materials Law” means all federal, state, and local laws, ordinances and regulations and standards, rules, policies and other governmental requirements, administrative rulings and court judgments and decrees in effect now or in the future and including all amendments, that relate to Hazardous Materials and apply to Borrower or to the Development. Hazardous Materials Laws include, but are not limited to, the Comprehensive Environmental Response, Compensation and Liability Act, 42 U.S.C. Section 9601, et seq., the Resource Conservation and Recovery Act, 42 U.S.C. Section 6901, et seq., the Toxic Substance Control Act, 15 U.S.C. Section 2601, et seq., the Clean Water Act, 33 U.S.C. Section 1251, et seq., and the Hazardous Materials Transportation Act, 49 U.S.C. Section 5101, and their state analogs, including laws of the State.

“Highest Rating Category” means, with respect to a Permitted Investment, that the Permitted Investment is rated by a Rating Agency in the highest rating given by that Rating Agency for that Rating Category, provided that such rating shall include but not be below Aaa or Aaa/VMIG-1 if rated by Moody’s or A-1+ or AA+ if rated by S&P.

“HUD” means the United States Department of Housing and Urban Development.

“HUD Regulatory Agreements” means, collectively, (i) the Original Lender Regulatory Agreement and (ii) the New Lender Regulatory Agreement.

“Indenture” means this Trust Indenture, dated as of _____ 1, 2025, between the Issuer and the Trustee, and any and all Supplements hereto, authorizing the issuance of the Bonds.

“Independent” means any person not an employee or officer of the Borrower or its affiliates.

“Interest Payment Date” means each _____ 1 and _____ 1, beginning _____ 1, 202__.

“Investor Limited Partner” means TCC San Jose LLC, a Georgia limited liability company, and its permitted successors and assigns in their capacity as the Investor Limited Partner of the Borrower.

“Issuer” means the Osceola County Housing Finance Authority, a public body corporate and politic of the State of Florida, duly organized and existing under the laws of the State of Florida, including the Act, or any successor to its rights and obligations under the Bond Loan Agreement and this Indenture.

“Issuer Documents” means the Bond Loan Agreement, this Indenture, the Regulatory Agreement, the Bond Purchase Agreement, the Arbitrage Certificate, the Arbitrage Rebate Agreement and any and all documents, agreements or instruments executed by the Issuer in connection with the Loan evidenced by the Bond Loan Agreement.

“Issuer Fee” means

(A) (i) the bond closing fee in the amount of \$5,000 and the bond financing fee in the amount of \$[57,500] (0.1% of par amount of Bonds plus a \$[20,000] origination fee), to be paid on or before the date of issuance of the Bonds, and (ii) in the event the Bonds are remarketed on the Mandatory Tender Date, an additional bond financing fee may be paid on or before the Mandatory Tender Date, subject to a pro rata reimbursement by the Issuer to the Borrower if and to the extent redemption occurs prior to the Maturity Date; provided, that such Issuer Fee does not include amounts due, if any, for extraordinary services and expenses of the Issuer; provided, further, that in the event all Bonds have matured, been defeased or been redeemed prior to the end of the Qualified Project Period (as defined in the Regulatory Agreement), Issuer Fee shall mean the Compliance Monitoring Fee (as defined in the Regulatory Agreement); and

(B) the Ongoing Issuer Fee.

Notwithstanding the foregoing, without creating a default or an Event of Default hereunder, the Borrower or the Investor Limited Partner may contest in good faith the necessity for any extraordinary expense and the amount of any fee, charge, or expense.

“Issuer Indemnified Party” or *“Issuer Indemnified Parties”* means the Issuer, the past, present and future members of the Issuer, executives, employees and agents, individually and collectively.

“Issuer Servicer” means Seltzer Management Group, Inc., a Florida corporation, or any other servicer appointed by the Issuer to service the Loan on behalf of Issuer and to monitor the Development.

“Issuer Servicer Agreement” means the Construction Loan Servicing Agreement, dated as of _____ 1, 2025, by and among the Issuer, the Trustee, the Borrower and the Issuer Servicer.

“*Issuer Servicer Fee*” means the fees and expenses of the Issuer Servicer as may be amended from time to time, and as provided in the Issuer Servicer Agreement.

“*Lender*” means Grandbridge Real Estate Capital LLC, a North Carolina limited liability company, and its successors and assigns.

“*Lender Borrower Notes*” means, collectively, the Original Lender Borrower Note and the New Lender Borrower Note.

“*Lender Disbursement Agreement*” means the Construction Loan Disbursement Agreement, dated as of _____ 1, 2025, among the Borrower, the Lender and the Bridge Lender relating to the New Lender Loan.

“*Lender Funds*” means funds advanced by the Lender for Collateral Payments, whether from its warehouse line of credit or proceeds from the sale of GNMA securities, or other funds of the Lender, in connection with advances of the New Lender Loan.

“*Lender Loans*” means, respectively, the Original Lender Loan and the New Lender Loan.

“*Lender Loan Documents*” means the documents related to the Lender Loans, including the Lender Disbursement Agreement, the Lender Borrower Notes, the Lender Mortgages, the HUD Regulatory Agreements, the Original Lender Loan Documents, the New Lender Loan Documents and any and all other documents, agreements, or instruments which evidence or secure the indebtedness evidenced by the Lender Borrower Note.

“*Lender Mortgages*” means collectively, the Original Lender Mortgage and the New Lender Mortgage.

“*Loan*” means the loan in the aggregate principal amount of \$ _____ made by the Issuer to the Borrower evidenced by the Note, described in the Bond Loan Agreement and made in connection with the issuance of the Bonds.

“*Loan Documents*” shall mean the Bond Loan Agreement and the Note.

“*Mandatory Tender Date*” means, initially, _____ 1, 202__, and thereafter any subsequent mandatory tender date prior to the Maturity Date.

“*Maturity Date*” means _____ 1, 202__.

“*Moody’s*” means Moody’s Ratings, a Delaware corporation, its successors and assigns, and, if such corporation shall be dissolved or liquidated or shall no longer perform the functions of a securities rating agency, “Moody’s” shall be deemed to refer to any other nationally recognized securities rating agency designated by the Issuer with the approval of the Borrower.

“*New Lender Borrower Note*” means the **[\$19,500,000]** Supplemental Note (Multistate) dated as of _____ 1, 2025, from the Borrower to the Lender to evidence its indebtedness under the New Lender Loan and endorsed by HUD.

“*New Lender Loan*” the supplemental loan made by the Lender to the Borrower in the original principal amount not to exceed **[\$19,500,000]** pursuant to the Lender Disbursement Agreement, as evidenced by the New Lender Borrower Note and secured by the New Lender Mortgage.

“*New Lender Loan Documents*” means the New Lender Mortgage, the New Lender Borrower Note and any and all other documents, agreements and instruments securing and evidencing the New Lender Loan in the original principal amount of \$ ____.

“*New Lender Mortgage*” means the second-lien priority Supplemental Multifamily Mortgage, Assignment of Leases and Rents and Security Agreement (Florida) dated as of ____ 1, 2025, from Borrower for the benefit of the Lender to secure the repayment of the New Lender Borrower Note.

“*New Lender Regulatory Agreement*” means that Supplemental Regulatory Agreement between the Borrower and HUD dated as of ____ 1, 2025 in connection with the New Lender Loan, and to be recorded in the Records.

“*Note*” means the Promissory Note, dated the Closing Date, from the Borrower to the Issuer in substantially the form attached as Exhibit B to the Bond Loan Agreement, and any amendments, supplements or modifications thereto, which Note has been assigned by the Issuer to the Trustee.

“*Notice Address*” means, unless otherwise designated pursuant to Section 13.06 hereof:

As to the Issuer:

Osceola County Housing Finance Authority
c/o Governmental Management Services - Central Florida LLC
219 East Livingston Street
Orlando, FL 32801
Attention: George S. Flint

With copies to:

Latham Luna Eden & Beaudine, LLP
201 Orange Avenue, Suite 1400
Orlando, FL 32801
Attention: Jan A. Carpenter, Esq.

As to the Borrower:

San Jose Preservation, Ltd.
401 Wilshire Boulevard, 11th Floor
Santa Monica, CA 90401
Attention: Russell Condas
Email: rcondas@lincolnavcap.com
Attention: Hanna Jamar, Esq.
Email: hanna@lincolnavcap.com

With copies to:

Cohen & Liuzo, PLLC
169 Madison Avenue, Suite 15054
New York, NY 10016
Attention: Eleor Cohen, Esq.
Telephone: 347-886-4118
Email: ecohen@cohenliuzo.com

Stearns Weaver Miller Weissler
Alhadeff & Sitterson, P.A.
150 W. Flagler Street
Miami, FL 33130
Attention: Brian McDonough, Esquire
Telephone: (305) 789-3350
Email: bmcdonough@stearnsweaver.com

As to Bridge Lender:

Truist Bank
Unified CRE Lending Service Delivery
303 Peachtree Center Avenue, NE., Suite 500
Mail Code 803-04-05-30
Atlanta, GA 30303

and

Truist Bank
303 Peachtree Street NE, Floor 22
Atlanta, GA 30308
Attention: Colin M. Whittier

With a copy to
(for information
purposes only):

Holland & Knight LLP
1180 West Peachtree Street, NW
Suite 1800
Atlanta, GA 30309
Attention: Woodrow W. Vaughan III

As to Investor Limited Partner:

TCC San Jose LLC
c/o Truist Community Capital, LLC
303 Peachtree Street N.E., 3rd Floor
Atlanta, GA 30308
Attention: Lesli Carroll
Telephone: 352-874-4375
Email: Lesli.Carroll@truist.com

With copies to:

Nixon Peabody, LLP
Exchange Place
53 State Street
Boston, MA 02109
Attention: Nathan Bernard, Esq.
Telephone: 617-345-1236
Email: nbernard@nixonpeabody.com

As to the Rating Agency:

Moody's Ratings
7 World Trade Center
250 Greenwich Street, 16th Floor
New York, NY 10007
Attn: Public Finance Group – Housing Team
Email: Housing@moodys.com

As to the Trustee:

The Bank of New York Mellon Trust Company, N.A.
4655 Salisbury Rd., Suite 300
Jacksonville, FL 32256
Attention: Lori Cardey
Telephone: 904-645-1982
Email: lori.cardey@bny.com

With copies to:

Akerman LLP
50 N. Laura Street, Suite 3100
Jacksonville, FL 32202
Attention: Tim Bramwell, Esq.
Telephone: 904-598-8633
Email: tim.bramwell@akerman.com

As to the Lender:

Grandbridge Real Estate Capital, LLC
200 East Long Lake Road, Suite 110
Bloomfield Hills, MI 48304
Attention: Carol Worden
Telephone: 248-282-0115
Email: carol.worden@grandbridge.com

With copies to:

Vorys, Sater, Seymour and Pease LLP
301 East 4th Street, Suite 3500
Cincinnati, OH 45202
Attention: William Baldwin
Telephone: 513-723-4030
Email: wdbaldwin@vorys.com

As to Remarketing Agent:

RBC Capital Markets, LLC
100 2nd Avenue South, Suite 800
St. Petersburg, FL 33701
Attention: Helen Feinberg
Telephone: (727) 895-8892
Email: helen.feinberg@rbccm.com

“*Official Statement*” means the Official Statement dated _____, 2025 relating to the Bonds.

“*Ongoing Issuer Fee*” means an annual fee to cover the administrative expenses incurred by the Issuer in the issuance and carrying of the Bonds in an annual amount equal to ten basis points (.10%) of the then outstanding principal amount of Bonds as of each April 1 (without regard to any redemption on such date) subject to a minimum annual administrative fee until the end of the earlier of the calendar year in which Bonds reach the Maturity Date or the calendar year in which the Bonds are redeemed or defeased in full, or if later, the end of the Qualified Project Period (as defined in the Regulatory Agreement), of \$5,000.00, payable in annual installments in arrears on each April 1, commencing on April 1, 2026; provided, that in the event all Bonds have matured, been defeased or been redeemed prior to the end of the Qualified Project Period, Issuer Fee shall mean the Compliance Monitoring Fee. The Ongoing Issuer Fee shall be due and payable so long as any Bonds remain Outstanding, but in all events, through the last day of the Qualified Project Period. The Ongoing Issuer Fee shall not include the Compliance Monitoring Fee.

“*Optional Redemption Date*” shall have the meaning set forth in Section 3.01(a) hereof.

“*Original Lender*” means Grandbridge Real Estate Capital LLC, a North Carolina limited liability company, as successor by assignment to Truist Bank, a North Carolina banking corporation, successor by merger to SunTrust Bank, a Georgia banking corporation.

“*Original Lender Loan*” means the existing FHA 223(f) loan dated December 1, 2019, by the Original Lender in favor of the Seller, as assumed by Borrower.

“*Original Lender Documents*” means the Original Lender Mortgage and the Original Lender Regulatory Agreement between the Borrower and HUD dated December 1, 2019 as assumed by Borrower, along with all other documents that evidence and/or secure the Original Lender Loan.

“*Original Lender Mortgage*” means the first-lien priority Multifamily Mortgage, Assignment of Leases and Rents and Security Agreement (Florida) dated as of December 1, 2019, from the Seller for the benefit of the Original Lender to secure the repayment of the Original Lender Note and recorded in the Official Records of Seminole County, Florida (the “Records”) on December 3, 2019 as Book 9490, Pages 1153-1199, as assigned from the Original Lender to the Lender by Assignment of Mortgage dated July 16, 2020 and recorded in the Records on December 7, 2020 as Book 9780, Pages 1342-1344, and as amended by Release, Assumption, and Modification Agreement among the Borrower, Seller, Lender and HUD dated as of _____ 1, 2025 and to be recorded in the Records.

“*Original Lender Note*” means that certain \$8,702,000.00 Note (Multistate) securing the existing FHA 223(f) loan dated December 1, 2019, as assumed by Borrower.

“*Original Lender Regulatory Agreement*” means that Regulatory Agreement between the Borrower and HUD with respect to the Original Lender Loan, dated December 1, 2019 and recorded December 3, 2019 in the Records as Book 9490, Pages 1200-1236, as amended by the Release, Assumption, and Modification Agreement among the Borrower, Lender (as successor in interest to SunTrust Bank) and HUD dated as of _____ 1, 2025 and to be recorded in the Records.

“*Outstanding*,” “*outstanding*” or “*Bonds Outstanding*” when used with respect to the Bonds means any Bonds theretofore authenticated and delivered under this Indenture, except:

1. Bonds theretofore canceled by the Trustee or theretofore delivered to the Trustee for cancellation;
2. Bonds for the payment of which moneys or obligations shall have been theretofore deposited with the Trustee in accordance with Article VIII; or
3. Bonds in exchange for or in lieu of which other Bonds have been authenticated and delivered under this Indenture.

“*Partnership Agreement*” means the Amended and Restated Agreement of Limited Partnership, dated _____, 2025, as may be amended and supplemented from time to time.

“*Permitted Investments*” means (i) Government Obligations, (ii) to the extent permitted herein, shares or units in any money market funds rated “Aaa-mf” by Moody’s (or the equivalent Highest Rating Category given by the Rating Agency for that Rating Category) that invest primarily in Government Obligations which funds are registered with the Securities and Exchange Commission and which meet the requirements of Rule 2(a)(7) of the Investment Company Act of

1940, as amended (including any money market funds of the Trustee or its affiliates or for which the Trustee or an affiliate thereof serves as investment advisor or provides other services to such money market fund and receives reasonable compensation therefor), and (iii) Dreyfus Treasury Obligations Cash Management Fund as long as it is rated “Aaa-mf” by Moody’s (or the equivalent Highest Rating Category given by the Rating Agency for that Rating Category). Ratings of Permitted Investments shall be determined at the time of purchase of such Permitted Investments and without regard to ratings subcategories, and the Trustee shall have no responsibility to monitor the ratings of Permitted Investments after the initial purchase of such Permitted Investments.

“*Person*” shall include an individual, association, unincorporated organization, corporation, partnership, joint venture, or government or agency or political subdivision thereof.

“*Plans and Specifications*” means the plans and specifications and/or the scope of work for the Development, together with such amendments thereto as are made from time to time in accordance with Section 5.07 of the Bond Loan Agreement.

“*Preference Proof Moneys*” means (i) Lender Funds, (ii) moneys drawn on a letter of credit, (iii) proceeds of the Bonds, (iv) proceeds of the Bridge Loan deposited with the Trustee, (v) funds provided by the Underwriter or Remarketing Agent in excess of the offering or reoffering price of the Bonds, or (vi) moneys in connection with which the Trustee shall have been delivered an opinion of bankruptcy counsel acceptable to it to the effect that the use of such moneys would not be avoidable as a preference under Section 547 of the United States Bankruptcy Code or give rise to a stay under Section 362(a) of the United States Bankruptcy Code. “Preference Proof Moneys” shall also include investment earnings derived from any of the foregoing.

“*Proceeds Certificate*” means the Proceeds Certificate, dated the Closing Date, executed by the Borrower in connection with the issuance of the Bonds.

“*Project Fund*” means the Project Fund created in Section 4.01 of this Indenture.

“*Qualified Project Costs*” means costs paid with respect to the Development that (i) are properly chargeable to capital account (or would be so chargeable with a proper election by the Borrower or but for a proper election by the Borrower to deduct such costs) in accordance with general federal income tax principles and in accordance with United States Treasury Regulations Section 1.103-8(a)(1), (ii) are paid with respect to a qualified residential rental development or developments within the meaning of Section 142(d) of the Code, (iii) are paid after the earlier of 60 days prior to the date of a resolution of the Issuer to reimburse Costs of the Development with proceeds of Bonds or the date of issue of the Bonds, and (iv) if the Costs of the Development were previously paid and are to be reimbursed with proceeds of the Bonds such costs were (A) costs of issuance of the Bonds, (B) preliminary capital expenditures (within the meaning of United States Treasury Regulations Section 1.150-2(f)(2)) with respect to the Development (such as architectural, engineering and soil testing services) incurred before commencement of acquisition or rehabilitation of the Development that do not exceed twenty percent (20%) of the issue price of the Bonds (as defined in United States Treasury Regulations Section 1.148-1), or (C) were capital expenditures with respect to the Development that are reimbursed no later than eighteen (18) months after the later of the date the expenditure was paid or the date the Development is placed in service (but no later than three (3) years after the expenditure is paid); provided however, that

if any portion of the Development is being constructed or developed by the Borrower or an Affiliate (whether as a developer, a general contractor or a subcontractor), “Qualified Project Costs” shall include only (a) the actual out-of-pocket costs incurred by the Borrower or such Affiliate in developing or constructing the Development (or any portion thereof), (b) any reasonable fees for supervisory services actually rendered by the Borrower or such Affiliate (but excluding any profit component) and (c) any overhead expenses incurred by the Borrower or such Affiliate which are directly attributable to the work performed on the Development, and shall not include, for example, intercompany profits resulting from members of an Affiliated group (within the meaning of Section 1504 of the Code) participating in the rehabilitation of the Development or payments received by such Affiliate due to early completion of the Development (or any portion thereof).

“*Rating Agency*” means Moody’s.

“*Rating Category*” means one of the rating categories of the Rating Agency for the specific type and duration of the applicable Permitted Investment.

“*Rating Confirmation*” means a letter of confirmation from the Rating Agency to the effect that the proposed action would not result in a withdrawal, suspension or downgrade of the rating then in effect on the Bonds.

“*Rebate Analyst*” means a certified public accountant, financial analyst or attorney, or any firm of the foregoing, or a financial institution (which may include the Trustee) experienced in making the arbitrage and rebate calculations required pursuant to Section 148 of the Code and selected by the Borrower and at the expense of the Borrower.

“*Rebate Fund*” means the Rebate Fund created in Section 4.01 of this Indenture.

“*Rebate Requirement*” means the amount, if any, which is to be paid to the United States of America pursuant to Section 148(f) of the Code and Section 5.01 hereof or to reduce the yield on investments to the yield on the Bonds pursuant to Section 148 of the Code.

“*Record Date*” means the 15th day of the month preceding the date on which interest is due and payable.

“*Records*” means the Official Records of Seminole County, Florida.

“*Regulatory Agreement*” means the Land Use Restriction Agreement dated as of the same date as the Indenture by and among the Issuer, the Trustee and the Borrower relating to the Bonds and the Subordinate Tax-Exempt Note and containing certain occupancy and income restrictions on the Development required by the Code, and any and all modifications thereof, amendments and Supplements thereto and substitutions therefor.

“*Remarketing Agent*” means initially RBC Capital Markets, LLC, and any successor Remarketing Agent that may be appointed by the Borrower.

“*Remarketing Agreement*” means the Remarketing Agreement, dated as of even date with this Indenture, between the Borrower and the Remarketing Agent.

“Remarketing Notice Parties” means the Borrower, the Issuer, the Trustee, the Remarketing Agent, the Investor Limited Partner and the Rating Agency.

“Remarketing Rate” means the interest rate or rates established pursuant to Article III hereof and borne by the Bonds then Outstanding from and including the Mandatory Tender Date to the Maturity Date.

“Requisition” means (a) the request signed by the Borrower Representative and the Issuer Servicer to make a disbursement from the Project Fund on a Construction Draw Date in the manner provided pursuant to Section 6.02 of this Indenture or (b) the request signed by the Borrower Representative or the Issuer to make a disbursement from the Costs of Issuance Fund in the manner provided pursuant to Section 4.04(b) of this Indenture.

“Resolutions” means the resolutions adopted by the Issuer on _____, 2025 duly authorizing and directing the issuance, sale and delivery of the Bonds.

“Responsible Officer” means, when used with respect to the Trustee, any vice president, assistant vice president, senior associate, associate or other officer of the Trustee within the Trust Office (or any successor corporate trust office) customarily performing functions similar to those performed by the persons who at the time shall be such officers, respectively, or to whom any corporate trust matter is referred at the Trust Office because of such person’s knowledge of and familiarity with the particular subject and having direct responsibility for the administration of this Indenture.

“Revenues” means, all payments paid or payable to the Trustee in accordance with the Bond Loan Agreement, the Loan and the Note and all investment earnings derived or to be derived on any moneys or investments held by the Trustee hereunder, but excluding (a) amounts paid as fees, reimbursement for expenses or for indemnification of any Issuer Indemnified Party and the Trustee, (b) amounts paid to or collected by the Issuer in connection with any Unassigned Rights of the Issuer and (c) any Rebate Requirement.

“Securities Depository” means the Depository Trust Company, its successors and assigns, or any other securities depository for the Bonds designated by the Issuer or the Borrower to the Trustee in writing.

“Seller” means San Jose Apartments LLC, a Florida limited liability company.

“Seller Loan Exchange Agreement” means that certain agreement among the Borrower, the Seller and the Issuer, dated as of _____ 1, 2025 relating the exchange of the Subordinate Tax-Exempt Note for a long-term subordinate taxable note in accordance with the conditions set forth therein.

“SLGS” means United States Treasuries – State and Local Government Series.

“S&P” means S&P Global Ratings, its successors and assigns, and, if such corporation shall be dissolved or liquidated or shall no longer perform the functions of a securities rating agency, “S&P” shall be deemed to refer to any other nationally recognized securities rating agency designated by the Issuer with the approval of the Borrower.

“*State*” means the State of Florida.

“*Subordinate Lender*” means Royal Abstract Intermediary LLC, as qualified intermediary under Exchange No. [55591] (“Qualified Intermediary”) for San Jose Apartments LLC, a Florida limited liability company, and any successor or assign (“Seller”).

“*Subordinate Tax-Exempt Note*” means the Issuer’s Subordinate Multifamily Housing Revenue Note, 2025 Series ____ (San Jose Apartments).

“*Subordinate Tax-Exempt Note Loan Documents*” means the loan agreement and security document entered into in connection with the Subordinate Tax-Exempt Note.

“*Supplement*” or “*Supplements*” means any and all extensions, renewals, modifications, amendments, supplements and substitutions to this Indenture.

“*Tax Certificates*” means, collectively, the Arbitrage Certificate and the Proceeds Certificate.

“*Term of Agreement*” means the term of the Bond Loan Agreement as specified in Section 9.01 of the Bond Loan Agreement.

“*Trust Estate*” has the meaning given such term in the Granting Clauses of this Trust Indenture.

“*Trust Office*” means the corporate trust office of the Trustee located at the address set forth in Article I hereof or such other office designated by the Trustee from time to time, or such other offices as may be specified in writing to the Issuer by the Trustee.

“*Trustee*” means The Bank of New York Mellon Trust Company, N.A., a national banking association duly organized and existing under the laws of the United States of America, and authorized to exercise corporate trust powers in the State, having a corporate trust office in Jacksonville, Florida, and its successor or successors in the trust created by this Indenture.

“*Trustee Indemnified Party*” or “*Trustee Indemnified Parties*” means the Trustee, the past, present and future executives, employees and agents of the Trustee, individually and collectively, thereof.

“*Trustee Fee*” shall mean the Trustee’s initial acceptance fee of \$3,500 plus reasonable fees and expenses of its counsel in conjunction with the issuance of the Bonds and the ongoing compensation and expenses payable to the Trustee as follows:

(a) the annual administration fees of the Trustee, for the ordinary services of the Trustee rendered under this Trust Indenture during each twelve-month period shall be \$4,000 per annum, payable in \$2,000 semiannual installments in advance on the Closing Date and each _____ 1 and _____ 1 thereafter (the “Trustee Annual Fee”);

(b) the reasonable fees and charges of the Trustee for necessary extraordinary services rendered by it and/or reimbursement for extraordinary expenses incurred by it under this Trust

Indenture as and when the same become due, including reasonable fees and expenses of legal counsel and internal default administrators (including fees prior to litigation, at trial or for appellate proceedings); provided, however, that the Trustee shall not be required to undertake any such extraordinary services unless provision for payment of extraordinary expenses satisfactory to the Trustee shall have been made; and

(c) for purposes of the Bond Loan Agreement, indemnification of the Trustee by the Borrower.

“Unassigned Rights of the Issuer” and *“Unassigned Rights”* means the rights of the Issuer consisting of: (a) all rights which the Issuer Indemnified Parties may have under this Indenture, the Bond Loan Agreement and other Documents to indemnification by the Borrower and by any other persons and to payments for expenses incurred by the Issuer itself, or its officers, directors, officials, agents or employees; (b) the right of the Issuer to give and receive notices, reports or other information, make determinations and grant approvals hereunder and under the Documents; (c) the right of the Issuer to give and withhold consents and approvals hereunder and under the Documents; (d) the right of the Issuer to give and receive its fees and expenses pursuant to the Bond Loan Agreement and the Regulatory Agreement; (e) all rights of the Issuer not otherwise assigned to the Trustee to enforce the representations, warranties, covenants and agreements of the Borrower pertaining in any manner or way, directly or indirectly to the requirements of the Act or any requirements imposed by the Issuer with respect to the Development, or necessary to assure that interest on the Bonds is excluded from gross income for federal income tax purposes, as are set forth in any of the Documents or in any other certificate or agreement executed by the Borrower; (f) all rights of the Issuer in connection with any amendment to or modification of the Documents; and (g) all enforcement remedies with respect to the foregoing.

“Underwriter” means RBC Capital Markets, LLC.

Section 1.02. Rules of Construction.

The words “hereof,” “herein,” “hereunder,” “hereto,” and other words of similar import refer to this Indenture in its entirety.

The terms “agree” and “agreements” contained herein are intended to include and mean “covenant” and “covenants.”

References to Articles, Sections, and other subdivisions of this Indenture are to the designated Articles, Sections, and other subdivisions of this Indenture.

The headings of this Indenture are for convenience only and shall not define or limit the provisions hereof.

All references made (a) in the neuter, masculine or feminine gender shall be deemed to have been made in all such genders, and (b) in the singular or plural number shall be deemed to have been made, respectively, in the plural or singular number as well.

Any reference to particular sections or subsections of the Code and applicable income tax regulations shall include any successor provisions of law or regulations, to the extent the same shall apply to the Bonds.

Any reference to a Bond or to the Bonds shall include each portion in the minimum authorized denomination of any registered bond having a denomination greater than the minimum authorized denomination.

Any direction, consent, approval or similar action required hereunder shall be in writing and signed by an authorized representative of the party providing such direction, consent, approval or similar action.

ARTICLE II

CREATION OF BONDS; DETAILS OF THE BONDS

Section 2.01. Authorization and Terms of Bonds.

(a) *Authorization of Bonds.* The Issuer hereby authorizes for issuance under this Indenture, bonds in the original aggregate principal amount of up to **[\$27,500,000]**, which shall be designated the “Osceola County Housing Finance Authority Multifamily Housing Revenue Bonds, 2025 Series __ (San Jose Apartments)” to be issued as hereinafter provided.

(b) *Registered Form; Numbering.* The Bonds shall be issuable only as fully registered Bonds in authorized denominations, substantially in the form, appropriately completed, attached hereto as Exhibit A and made a part hereof. The Bonds shall be lettered “R,” and shall be numbered separately from “1” consecutively upward.

(c) *Date, Denominations, Interest Rate and Maturity.* The Bonds shall be dated the Closing Date, shall be issued in denominations of \$5,000 each or any integral multiple of \$1,000 in excess thereof, shall bear interest from the Closing Date to the Mandatory Tender Date at the rate of __% and thereafter at the Remarketing Rate, payable semiannually on each Interest Payment Date and shall mature on the Maturity Date. The total amount of Bond proceeds is equal to the sum of the par amount of the Bonds **[(\$27,500,000).]**

(d) *Book Entry Form.* Initially, the Bonds shall be in Book Entry Form by issuing a single bond in the amount of **[\$27,500,000]**, registered in the name of Cede & Co., as nominee for DTC. In the event DTC discontinues its service with respect to the Bonds and the Book Entry System is terminated, replacement Bonds shall be issued in authorized denominations.

(e) *Dates from Which Interest Payable.* The Bonds shall bear interest from the Interest Payment Date next preceding the date on which it is authenticated, unless authenticated on an Interest Payment Date, in which case it shall bear interest from such Interest Payment Date, or, unless authenticated prior to the first Interest Payment Date, in which case it shall bear interest from its date; provided, however, if at the time of authentication of any Bond, the Issuer is in default with respect to the payment of interest thereon, such Bond shall bear interest from the date

to which interest shall have been paid. Interest payable on the Bonds shall be calculated on the basis of a 360-day year of twelve 30 day months.

(f) *Medium and Place of Payment.* Principal of and interest on the Bonds shall be payable in lawful money of the United States of America which, at the respective times of payment, is legal tender for the payment of public and private debts, but only from the Revenues and any other monies made available to the Issuer for such purpose. Principal of the Bonds shall be payable at Trust Office of the Trustee upon presentation and surrender of the Bonds as the same become due, and upon the request of any registered Owner of the Bonds on the applicable Record Date having an aggregate principal amount of \$1,000,000 or more, such principal shall be paid by wire transfer of immediately available funds from the Trustee to the bank and account number specified by such Owner in writing to the Trustee. Interest on the Bonds shall be payable to the registered Owners of the Bonds by check or draft mailed to such Owners at their addresses as they appear on registration books kept by the Trustee as Bond Registrar, or, upon the request of any registered Owner of Bonds having an aggregate principal amount of \$1,000,000 or more, by wire transfer of immediately available funds from the Trustee to the domestic bank and account number specified by such Owner in writing to the Trustee at least three (3) Business Days prior to the applicable payment date.

(g) *Form of Bonds.* The definitive Bonds, which may be printed, typewritten, photocopied, or otherwise reproduced, including the Trustee's Certificate of Authentication to be endorsed thereon, shall be substantially in the form as set forth in Exhibit A attached hereto with such appropriate variations, omissions and insertions as permitted or required by this Indenture.

(h) *Payments or Actions to be taken on Saturdays, Sundays and Holidays.* In any case where the date of any action required hereunder to be taken or the date of maturity of interest on or principal of the Bonds, shall not be a Business Day, then payment of interest or principal or the taking of such action need not be made or taken on such date but may be made on the next succeeding Business Day with the same force and effect as if made on the date of maturity or the date such action was to be taken.

Section 2.02. Source of Payment of Bonds.

The Issuer covenants that it will promptly pay the principal of and the interest on the Bonds only out of (a) the Revenues pledged for the payment thereof under this Indenture, (b) the amounts held in any fund or account created under this Indenture, other than amounts held in the Rebate Fund or the Expense Fund, and (c) from any other moneys held pursuant to the Trust Estate. Nothing in the Bonds or in this Indenture shall be construed as pledging any other funds or assets of the Issuer. All the Bonds to be issued hereunder shall be equally and ratably secured, to the extent provided herein, by this Indenture.

Section 2.03. Execution of Bonds.

The Bonds shall be executed on behalf of the Issuer by the manual or facsimile signature of the Chair or Vice Chair of the Issuer, and the seal of the Issuer or a facsimile thereof shall be impressed or otherwise reproduced thereon and attested by the manual or facsimile signature of the Secretary or any Assistant Secretary of the Issuer. In case any authorized officer of the Issuer

whose signature or a facsimile of whose signature shall appear on any of the Bonds shall cease to be an authorized officer of the Issuer before the delivery of such Bonds, such signature or such facsimile signature thereof shall nevertheless be valid and sufficient for all purposes, the same as if such authorized officer of the Issuer had remained in office until delivery. Any Bond may be signed on behalf of the Issuer by such authorized officers as are at the time of execution of such Bond proper officers of the Issuer, even though at the date of such Bond, such authorized officer was not such officer. Furthermore, it shall not be necessary that the same authorized officer of the Issuer sign all of the Bonds that may be issued hereunder at any one time or from time to time.

Section 2.04. Certificate of Authentication.

Only such Bonds as shall have endorsed thereon a certificate of authentication substantially in the form set forth in the form of the Bond herein provided and duly executed by the Trustee shall be entitled to any right or benefit under this Indenture. No Bond shall be valid or obligatory for any purpose unless and until such certificate of authentication shall have been duly executed by the Trustee, and such executed certificate of the Trustee upon any such Bond shall be conclusive evidence that such Bond has been authenticated and delivered under this Indenture. The Trustee's certificate of authentication on any Bond shall be deemed to have been executed by it if manually signed by an authorized officer of the Trustee, but it shall not be necessary that the same person sign the certificate of authentication on all of the Bonds issued hereunder. At the time of authentication of any Bond, the Trustee shall insert therein the date from which interest on such Bond shall be payable as provided in Section 2.01(e) hereof.

Section 2.05. Authentication and Delivery of Bonds.

The Issuer shall execute and deliver to the Trustee, and the Trustee shall authenticate the Bonds and deliver them to the purchaser or purchasers as may be directed by the Issuer as provided in this Section. Prior to the authentication by the Trustee of the Bonds, there shall have been filed with the Trustee:

- (a) A copy, certified by an authorized officer of the Issuer, of the Resolutions adopted by the Issuer relating to the Bonds, authorizing the execution, delivery and performance of this Indenture and the Bond Loan Agreement;
- (b) A copy of a fully executed counterpart of this Indenture;
- (c) The original, fully executed Note and a copy of a fully executed counterpart of the Bond Loan Agreement, the Regulatory Agreement, the Issuer Servicer Agreement, the Arbitrage Rebate Agreement, the Tax Certificates, the Continuing Disclosure Agreement, the Guarantor Documents;
- (d) A copy of opinion of Bond Counsel to the effect that the interest payable on the Bonds is excludable from the gross income of the holder thereof for federal income tax purposes;
- (e) A copy of opinion or opinions of counsel to the Issuer addressed to the Issuer and the Trustee to the effect that the Bonds and the Issuer Documents have been duly executed and delivered by the Issuer and constitute valid and binding obligations of the Issuer, enforceable against the Issuer in accordance with their respective terms, subject to bankruptcy, insolvency or

other laws affecting creditors' rights generally, and with respect to certain remedies which require, or may require, enforcement by a court of equity, such principles of equity as the court having jurisdiction may impose;

(f) A copy of an opinion or opinions of counsel to the Borrower addressed to the Issuer, Underwriter and the Trustee to the effect that the Borrower Documents have been duly executed and delivered by the Borrower and constitute valid and binding obligations of the Borrower, enforceable against the Borrower in accordance with their respective terms, subject to bankruptcy, insolvency or other laws affecting creditors' rights generally, and with respect to certain remedies which require, or may require, enforcement by a court of equity, such principles of equity as the court having jurisdiction may impose;

(g) A copy of a request and authorization signed by an authorized officer of the Issuer authorizing the Trustee to authenticate and to deliver the Bonds to the purchaser or purchasers therein identified upon payment to the Trustee for the account of the Issuer of the amount specified in such request and authorization plus accrued interest, if any, thereon to the date of delivery; and

(h) Written evidence from the Rating Agency confirming that the Bonds have been assigned a rating of "Aa1/VMIG-1";

(i) The Capitalized Interest Deposit, if any, for deposit to the Capitalized Interest Account;

(j) The Costs of Issuance Deposit for deposit to the Costs of Issuance Fund;

(k) Copies of all initial financing statements listing the Trustee as secured party to be filed upon issuance of the Bonds pursuant to Section 11.23 hereof; and

(l) A certification from the Borrower that the closing of the Subordinate Tax-Exempt Note has occurred or shall occur in accordance with the Subordinate Tax-Exempt Note Loan Documents.

The proceeds from the sale of the Bonds shall be paid over directly to the Trustee and deposited to the credit of the Proceeds Account of the Project Fund, as provided under Article VI hereof.

Section 2.06. Temporary Bonds.

Until Bonds in definitive form are ready for delivery, the Issuer may execute, and upon its request in writing, the Trustee shall authenticate and deliver in lieu of any thereof, and subject to the same provisions, limitations and conditions, one or more printed, typewritten or photocopied Bonds in temporary form, substantially of the tenor of the Bonds herein described, and with appropriate omissions, variations and insertions. Such Bond or Bonds in temporary form shall be delivered in denominations authorized by this Indenture, may be numbered using the prefix "T" before any number thereon as authorized by this Indenture, and may bear a legend thereon setting forth the terms for the exchange thereof for Bonds in definitive form. Until exchanged for Bonds in definitive form, such Bonds in temporary form shall be entitled to the benefit of this Indenture. The Issuer shall, without unreasonable delay (unless the Holders of the Bonds issued in temporary

form agree otherwise), prepare, execute and deliver to the Trustee, and thereupon, upon the presentation and surrender of the Bond or Bonds in temporary form, the Trustee shall authenticate and deliver, in exchange therefor, a Bond in a definitive authorized form in authorized denominations, of the same maturity or maturities, bearing the same interest rate or rates and for the same aggregate principal amount as the Bond in temporary form surrendered. Such exchange shall be made by the Issuer at the Borrower's expense and without making any charge to the Holders of the Bonds therefor.

Section 2.07. Mutilated, Lost, Stolen or Destroyed Bonds.

In the event any Bond is mutilated, lost, stolen or destroyed, the Issuer may execute and the Trustee may authenticate a new Bond of like date, maturity, interest rate and denomination as that of the Bond mutilated, lost, stolen or destroyed; provided that, in the case of any mutilated Bond, such mutilated Bond shall first be surrendered to the Trustee, and in the case of any lost, stolen or destroyed Bond there shall be first furnished to the Issuer and the Trustee evidence of such loss, theft or destruction satisfactory to the Issuer and the Trustee, together with indemnity satisfactory to them. The Trustee may, with the consent of the Holder, provide to the Holder a typewritten (or similarly reproduced) Bond certificate in lieu of a printed Bond certificate. In the event any such Bond shall have matured, instead of issuing a duplicate Bond the Trustee may pay the same without surrender thereof. The Issuer and the Trustee may charge the Holder of such Bond their expenses and reasonable fees, if any, in connection with the preparation, execution and authentication of a replacement Bond.

Section 2.08. Registration, Negotiability, Transfer and Exchange of Bonds.

All of the Bonds issued under this Indenture shall be negotiable, subject to the provisions for registration and transfer contained in this Indenture and in the Bonds. So long as any of the Bonds shall remain outstanding, the Issuer shall maintain and keep at the Trust Office of the Trustee, books for the registration and transfer of Bonds; and, upon presentation thereof for such purpose at such office, the Trustee shall register or cause to be registered therein, and permit to be transferred thereon, under such reasonable regulations as the Issuer or the Trustee may prescribe, any Bond entitled to registration or transfer.

Each Bond shall be transferable only upon the books of the Issuer maintained for such purpose by the Trustee, at the written request of the registered Owner thereof or his attorney duly authorized in writing, upon presentation and surrender thereof, together with a written instrument of transfer satisfactory to the Trustee duly executed by the registered Owner or his attorney duly authorized in writing. Upon the surrender for transfer of any Bond, the Issuer shall issue, and the Trustee shall authenticate, in the name of the transferee, in authorized denominations, a new Bond or Bonds without coupons of the same aggregate principal amount, series, maturity and interest rate as the surrendered Bond.

The Issuer and the Trustee shall deem and treat the person in whose name any Outstanding registered Bond shall be registered upon the books of the Issuer as the absolute Owner of such Bond, whether such Bond shall be overdue or not, for the purpose of receiving payment of, or on account of, the principal of and interest on such Bond and for all other purposes, and all such payments so made to any such registered Owner or upon his order shall be valid and effectual to

satisfy and discharge the liability upon such Bond to the extent of the sum or sums so paid, and neither the Issuer nor the Trustee shall be affected by any notice to the contrary.

For every exchange or transfer of Bonds, whether temporary or definitive, the Issuer or the Trustee may make a charge sufficient to reimburse it for any tax or other governmental charge required to be paid with respect to such exchange or transfer which sum or sums shall be paid by the person requesting such exchange or transfer as a condition precedent to the exercise of the privilege of making such exchange or transfer. Notwithstanding any other provision of this Indenture to the contrary, any expenses of the Issuer or the Trustee incurred in connection therewith (except any applicable tax or other governmental charge) shall be paid by the Borrower as required by the Bond Loan Agreement. The Issuer shall not be obligated to make any such exchange or transfer of Bonds during the fifteen (15) days next preceding an Interest Payment Date. The transferor shall also provide or cause to be provided to the Trustee all information necessary to allow the Trustee to comply with any applicable tax reporting obligations, including without limitation any cost basis reporting obligations under Internal Revenue Code Section 6045. The Trustee may rely on the information provided to it and shall have no responsibility to verify or ensure the accuracy of such information.

Section 2.09. Revenue Obligation.

THE ISSUER HAS NO TAXING POWER. THE BONDS SHALL NOT CONSTITUTE AN OBLIGATION, EITHER GENERAL OR SPECIAL, OF THE STATE OR ANY LOCAL GOVERNMENT THEREOF; AND NEITHER THE STATE NOR ANY LOCAL GOVERNMENT THEREOF SHALL BE LIABLE THEREON. NEITHER THE FAITH, REVENUES, CREDIT NOR TAXING POWER OF THE STATE OR ANY LOCAL GOVERNMENT THEREOF SHALL BE PLEDGED TO THE PAYMENT OF THE PRINCIPAL OF, PREMIUM (IF ANY), OR INTEREST ON THE BONDS. THE BONDS ARE PAYABLE, AS TO PRINCIPAL, PREMIUM (IF ANY), AND INTEREST, SOLELY OUT OF THE TRUST ESTATE WHICH IS THE SOLE ASSET OF THE ISSUER PLEDGED THEREFOR.

Section 2.10. Cancellation and Destruction of Bonds.

All Bonds which have been surrendered for payment, cancellation or for registration of transfer or exchange pursuant to Section 2.08 hereof shall be cancelled and destroyed by the Trustee and shall not be reissued, and a counterpart of the certificate of destruction evidencing such destruction shall be furnished by the Trustee to the Issuer and, upon written request therefor, to the Borrower. Any Bonds so cancelled may be retained by the Trustee for such period of time as the Trustee may determine and shall be destroyed by the Trustee at the end of such period. Any Bond so cancelled shall thereafter no longer be considered Outstanding for any purpose of this Indenture or the Bond Loan Agreement.

Section 2.11. Book Entry System.

(a) Except as provided in subparagraph 3 of this Section 2.11, the registered Owner of all of the Bonds shall be, and the Bonds shall be registered in the name of, Cede & Co. ("Cede"), as nominee of The Depository Trust Company ("DTC"). Payment of semi-annual interest for any

Bonds shall be made by transfer of same day funds to the account of Cede on the Interest Payment Date at the address indicated for Cede in the registration books of the Issuer kept by the Trustee.

(b) The Bonds shall be initially issued in the form of a separate single fully registered bond in the amount of each separately stated maturity of the Bonds. Upon initial issuance, the ownership of such Bonds shall be registered in the registry books of the Issuer kept by the Trustee in the name of Cede, as nominee of DTC. With respect to Bonds registered in the registry books kept by the Trustee in the name of Cede, as nominee of DTC, the Issuer and the Trustee shall have no responsibility or obligation to any participant of DTC (a “Participant”) or to any person for whom a Participant acquires an interest in the Bonds (a “Beneficial Owner”). Without limiting the immediately preceding sentence, the Issuer and the Trustee shall have no responsibility or obligation with respect to (i) the accuracy of the records of DTC, Cede or any Participant with respect to any ownership interest in the Bonds, (ii) the delivery to any Participant, any Beneficial Owner or any other person, other than DTC, of any notice with respect to the Bonds, or (iii) the payment to any Participant, any Beneficial Owner or any other person, other than DTC, of any amount with respect to the principal of or interest on the Bonds. The Issuer and the Trustee may treat as and deem DTC to be the absolute owner of each Bond for the purpose of payment of the principal of and interest on such Bond, and other matters with respect to such Bond, for the purpose of registering transfers with respect to such Bond, and for all other purposes whatsoever. The Trustee shall pay all principal of and interest on the Bonds only to or upon the order of DTC, and all such payments shall be valid and effective to fully satisfy and discharge the Issuer’s obligations with respect to the principal of and interest on the Bonds to the extent of the sum or sums so paid. Payments of principal may be made without requiring the surrender of the Bonds, and the Issuer and Trustee shall not be liable for the failure of DTC or any successor thereto to properly indicate on the Bonds the payment of such principal. No person other than DTC shall receive a Bond evidencing the obligation of the Issuer to make payments of principal of and interest on the Bonds pursuant to the Indenture. Upon delivery by DTC to the Trustee of written notice to the effect that DTC has determined to substitute a new nominee in place of Cede, and subject to the transfer provisions hereof, the word “Cede” in the Indenture shall refer to such new nominee of DTC.

(c) (1) DTC may determine to discontinue providing its services with respect to the Bonds at any time by giving written notice to the Issuer and discharging its responsibilities with respect thereto under applicable law. Under such circumstances (if there is not a successor securities depository), Bond certificates will be delivered as described in the Indenture.

(2) The Issuer, in its sole discretion and without the consent of any other person, may terminate the services of DTC with respect to the Bonds if the Issuer determines that: (i) DTC is unable to discharge its responsibilities with respect to the Bonds or (ii) a continuation of the requirement that all of the Outstanding Bonds be registered in the registration books kept by the Trustee in the name of Cede, as nominee of DTC, is not in the best interest of the Beneficial Owners of the Bonds. In the event that no substitute securities depository is found by the Issuer, or restricted registration is no longer in effect, Bond certificates will be delivered as described in this Indenture.

(3) Upon the termination of the services of DTC with respect to the Bonds pursuant to the subparagraph above, or upon the discontinuance or termination of the

services of DTC with respect to the Bonds pursuant to two preceding subparagraphs after which no substitute securities depository willing to undertake the functions of DTC hereunder can be found which, in the opinion of the Issuer, is willing and able to undertake such functions upon reasonable and customary terms, the Bonds shall no longer be restricted to being registered in the registration books kept by the Trustee in the name of Cede as nominee of DTC, but may be registered in whatever name or names Bondholders transferring or exchanging Bonds shall designate, in accordance with the provisions of this Indenture.

(d) Notwithstanding any other provision of this Indenture to the contrary, so long as any Bond is registered in the name of Cede, as nominee of DTC, all payments with respect to the principal of and interest on such Bond and all notices with respect to such Bond shall be made and given, respectively, to DTC as provided in the applicable Representation Letter of the Issuer addressed to DTC, dated the date of delivery and issuance of the Bonds.

(e) In connection with any notice or other communication to be provided to Bondholders pursuant to this Indenture by the Issuer or the Trustee with respect to any consent or other action to be taken by the Bondholders, the Issuer or the Trustee, as the case may be, shall establish a special record date for such consent or other action and give DTC notice of such special record date not less than 15 calendar days in advance of such special record date to the extent possible.

(f) In connection with any proposed transfer outside the Book Entry System, the Issuer, the Borrower or DTC shall provide or cause to be provided to the Trustee all information necessary to allow the Trustee to comply with any applicable tax reporting obligations, including without limitation any cost basis reporting obligations under Internal Revenue Code Section 6045. The Trustee may rely on the information provided to it and shall have no responsibility to verify or ensure the accuracy of such information.

Section 2.12. Non Presentment of Bonds.

Subject to the provisions of Section 11.21 hereof, in the event any Bonds shall not be presented for payment when the principal thereof becomes due, either at maturity or otherwise, if funds sufficient to pay such Bonds shall have been made available to the Trustee for the benefit of the Holder or Holders thereof, all liability of the Issuer to the Holder 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 to hold such fund or funds, 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 its part under the Indenture or on, or with respect to, such Bond. Any such Bonds shall cease to bear interest on the specified maturity and such Bonds or portions thereof shall no longer be protected by or subject to the benefit or security of this Indenture and shall not be deemed to be outstanding under the provisions of this Indenture.

ARTICLE III

REDEMPTION OF BONDS

Section 3.01. Optional Redemption of Bonds.

- (a) The Bonds are not subject to redemption prior to the Mandatory Tender Date.
- (b) After the Mandatory Tender Date, the Bonds may be subject to optional redemption on any Business Day that may be determined by the Borrower in consultation with the Remarketing Agent (the “Optional Redemption Date”), in whole or in part, at a redemption price equal to the principal amount thereof plus accrued interest to the date fixed for redemption, in the event the Borrower exercises the option to prepay the Note and amounts are paid from the proceeds of refunding bonds or otherwise from Preference Proof Moneys upon the written direction of the Borrower delivered to the Issuer and the Trustee. The Trustee shall transfer monies on deposit in the Proceeds Account of the Project Fund, if any, and the Collateral Fund to the Bond Fund in amounts required to fund such redemption.
- (c) With respect to an optional redemption under paragraph (b) above, if, to pay the redemption price, the Trustee is required to sell or otherwise dispose of Permitted Investments shown in the most recent Cash Flow Projection delivered to the Rating Agency before the maturity or mandatory tender date of such Permitted Investments, then the Borrower shall deliver a new Cash Flow Projection to the Trustee, with confirmation to the Trustee that a copy of such Cash Flow Projection has been delivered to the Rating Agency, and such Cash Flow Projection shall serve as written instructions to the Trustee governing the selection of Permitted Investments and payment of the redemption price of the Bonds called for redemption.
- (d) On each redemption date, the Trustee shall transfer to the Bond Registrar, but only from and to the extent of funds held by the Trustee hereunder are available for such purpose, an amount sufficient to pay the redemption price of all Bonds or portions thereof to be redeemed on such redemption date. In the event the Trustee has not received or does not otherwise have available hereunder funds sufficient to pay the redemption price of all Bonds or portions thereof to be redeemed on the date fixed for redemption, no funds shall be transferred to the Bond Registrar, all funds shall remain on deposit in the Proceeds Account of the Project Fund, the Collateral Fund and the Bond Fund, and the Trustee shall give notice of the cancellation of such redemption in the manner set forth in Section 3.03(b).

Section 3.02. Purchase in Lieu of Redemption.

- (a) Any Bonds called for optional redemption under Section 3.01 of this Indenture may be purchased by the Borrower or by any other party designated in writing by the Borrower, on the date upon which such Bonds were to have been redeemed (the “Purchase in Lieu of Redemption Date”), at a purchase price equal to the redemption price thereof. The Borrower shall give 5 days’ advance written notice before the designated Purchase in Lieu of Redemption Date to the Trustee for which an election to purchase pursuant to this Section 3.02 is being made. Bonds to be purchased pursuant to this Section 3.02 which are not delivered to the Trustee on the Purchase in Lieu of Redemption Date shall be deemed to have been so purchased, and the purchaser of such

Bonds shall be the Owner of such Bonds for all purposes under this Indenture, and interest accruing on such Bonds on and after the Purchase in Lieu of Redemption Date shall be payable solely to the purchaser of the Bonds or any assignee(s) of its interest in such Bonds.

(b) The purchase of Bonds in accordance with this Section 3.02 is not intended, and shall not be deemed to constitute, a redemption of such Bonds nor an extinguishment of the debt evidenced thereby.

(c) The notice provided for in Section 3.03 hereof shall be given by the Trustee regardless of whether the Borrower intends to purchase the Bonds in lieu of redemption; however, the notice may include a statement(s) that the Bonds may be purchased in lieu of redemption, and related information as may be required or necessary to comply with the requirements and policies of DTC.

Section 3.03. Notices of Redemption.

(a) The Bonds shall be called for optional redemption pursuant to Section 3.01 hereof by the Trustee as herein provided upon receipt by the Trustee and the Issuer, at least 25 days prior to the redemption date (unless a shorter notice shall be satisfactory to the Trustee), of a certificate of the Borrower specifying the provision or provisions of this Indenture pursuant to which such Bonds are to be called for redemption. In the case of every redemption, the Trustee shall cause notice of such redemption to be given by mailing by first class mail postage prepaid a copy of the redemption notice to the Bondholders designated for redemption in whole or in part, at their addresses as the same shall last appear upon the registration records, in each case not more than 30 nor less than 20 days prior to the redemption date, provided, however, that failure to receive such notice, or any defect therein, shall not affect the validity of any proceedings for the redemption of such Bonds. So long as the Bonds are in Book Entry Form, notice of redemption will be given by the Trustee only to DTC or its successor, with duplicate notice provided to the Rating Agency. Notwithstanding the foregoing, any notice of redemption shall be provided by the Trustee to the Rating Agency regardless of whether or not the Bonds are in Book Entry Form. The redemption notice may be given as a conditional notice provided the Trustee has sufficient moneys on deposit in the Proceeds Account of the Project Fund, the Bond Fund and the Collateral Fund, on or prior to the redemption date, to redeem all of the Bonds called for redemption, and if the Trustee does not have sufficient funds for this purpose, no Bonds shall be redeemed. The Trustee shall furnish the Borrower, the Investor Limited Partner, the Issuer, the Remarketing Agent and the Rating Agency with a copy of each notice of redemption given with respect to any optional redemption under Section 3.01 hereof, as soon as practicable after the delivery of notice to the Bondholders.

(b) Each notice of redemption shall specify the date fixed for redemption, the place or places of payment, that payment will be made upon presentation and surrender of the Bonds to be redeemed, that interest accrued to the date fixed for redemption will be paid as specified in said notice, and that on and after said date interest thereon will cease to accrue. Each notice of redemption may also state that the redemption is conditioned on receipt of sufficient moneys for such redemption by the Trustee on or prior to the redemption date; if sufficient moneys are not so received, the redemption of the Bonds for which notice was given shall not be made, and the cancellation of such redemption shall immediately be confirmed in a subsequent notice given

immediately in substantially the same manner as the original notice of redemption. If less than all the Bonds Outstanding are to be redeemed, the notice of redemption shall specify the numbers of the Bonds or portions thereof to be redeemed.

(c) In the case of a redemption of the Bonds in part, the Trustee shall select Bonds for redemption by lot. If the Bonds are in Book Entry Form, the Bonds will be selected pursuant to a similar applicable selection procedure of the Securities Depository. If a Bond may be redeemed or purchased only in part, it shall be surrendered to the Trustee (with, if the Issuer or the Trustee so requires, a written instrument of transfer in form satisfactory to the Issuer and the Trustee duly executed by the Holder thereof or his or 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 Bonds of the same series, 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 or unpurchased portion of the principal of the Bond so surrendered.

Section 3.04. Mandatory Tender.

(a) The Bonds are subject to mandatory tender in whole and not in part on the Mandatory Tender Date and shall be purchased at a price equal to 100 percent of the principal amount of such Bonds, plus accrued interest, if any, to the Mandatory Tender Date, and without premium. No later than 10:00 a.m., New York City time, on the Mandatory Tender Date, the Holders shall deliver the Bonds to the Trustee. The Trustee shall utilize the following sources of payments to pay the tender price of the Bonds not later than 2:30 p.m. New York City time on the Mandatory Tender Date, in the following priority; (i) amounts representing proceeds of remarketed Bonds received pursuant to Section 3.07(c) hereof, to pay the principal amount, plus accrued interest, of Bonds tendered for purchase, (ii) amounts on deposit in the Collateral Fund and Proceeds Account of the Project Fund, to pay the principal amount of Bonds tendered for purchase, (iii) amounts on deposit in the Capitalized Interest Account of the Bond Fund to pay the accrued interest, if any, on Bonds tendered for purchase, and (iv) any other Preference Proof Moneys available or made available for such purpose at the direction of the Borrower.

(b) In the event that the conditions set forth in Section 3.06 hereof are not satisfied and/or the Trustee shall not have received remarketing proceeds on the Mandatory Tender Date equal to the principal amount of the Bonds Outstanding on such date, the Bonds shall be purchased in whole on the Mandatory Tender Date using amounts on deposit in the Collateral Fund, the Proceeds Account of the Project Fund, and the Bond Fund, and, immediately following such purchase, the Bonds shall be deemed redeemed on the Mandatory Tender Date and cancelled by the Trustee.

(c) Not less than 30 days before the Mandatory Tender Date, the Trustee shall give written notice of mandatory tender and, if applicable, remarketing to the Holders by first class mail, postage prepaid, at their respective addresses as they appear on registration books kept by the Trustee as Bond Registrar. So long as the Bonds are in Book Entry Form, notice of mandatory tender and, if applicable, remarketing will be given by the Trustee only to DTC or its successor, with duplicate notice provided to the Rating Agency. Notwithstanding the foregoing, any notice of mandatory tender shall be provided by the Trustee to the Rating Agency regardless of whether

or not the Bonds are in Book Entry Form. The notice shall state the Mandatory Tender Date and that:

(1) all Outstanding Bonds are subject to mandatory tender for purchase on the Mandatory Tender Date and must be tendered for purchase on the Mandatory Tender Date;

(2) all Outstanding Bonds will be purchased on the Mandatory Tender Date at a price equal to the principal amount of the Outstanding Bonds plus interest accrued to the Mandatory Tender Date;

(3) Holders will not have the right to elect to retain their Bonds and any Bonds not tendered will nevertheless be deemed to have been tendered and will cease to bear interest from and after the Mandatory Tender Date; and

(4) the address of the office of the Trustee at which Holders should deliver their Bonds for purchase on the Mandatory Tender Date.

If notice is given as stated in this section, failure of any Holder to receive such notice, or any defect in the notice, shall not affect the remarketing or the validity of the proceedings for the remarketing of the Bonds.

Section 3.05. Duties of Remarketing Agent.

The Remarketing Agent shall do the following in connection with the remarketing of the Bonds:

(a) If directed in writing by the Borrower not less than thirty (30) days prior to the Mandatory Tender Date, the Remarketing Agent shall, in accordance with such direction, offer the Bonds for sale not less than five (5) days before the Mandatory Tender Date, and shall use its best efforts to sell Bonds by the Mandatory Tender Date at a price equal to 100 percent of the principal amount of such Bonds plus accrued interest, if any.

(b) Establishment of Interest Rate in Connection with Remarketing of Bonds.

(1) *Establishment of Interest Rate.* From and after the Mandatory Tender Date, the Bonds shall bear interest at the Remarketing Rate determined pursuant to this subsection. Any Remarketing Rate determined by the Remarketing Agent and taking effect pursuant to this Indenture for a remarketing period to be determined by the Borrower in consultation with the Remarketing Agent shall be conclusive and binding for the purposes of this Indenture upon the Trustee, the Issuer, the Borrower, and the Holders.

(2) *Determination of Remarketing Rate.* The Remarketing Agent shall determine the Remarketing Rate on or before the Mandatory Tender Date. The Remarketing Rate shall be the minimum rate of interest necessary, in the professional judgment of the Remarketing Agent, taking into consideration prevailing market conditions, to enable the Remarketing Agent to remarket all of the Bonds on the Mandatory Tender Date at par for the period which shall begin on the Mandatory Tender Date and end

on a subsequent mandatory tender date as determined by the Remarketing Agent in consultation with the Borrower, or the Maturity Date.

(3) *Notice.* Immediately upon determining the Remarketing Rate, the Remarketing Agent shall give notice to the other Remarketing Notice Parties. In no event shall the Remarketing Agent give its notice later than the Business Day following the day on which the Remarketing Agent makes its determination of the Remarketing Rate.

Section 3.06. Conditions Precedent to Remarketing of Bonds and Notice.

(a) *Conditions Precedent to Remarketing of Bonds.* The remarketing of the Bonds on the Mandatory Tender Date is subject to the satisfaction of each of the following conditions on or before the Mandatory Tender Date:

(1) The Trustee has received notice from the Remarketing Agent that all of the Bonds have been remarketed and that the proceeds from the remarketing are expected to be available to the Trustee on the Mandatory Tender Date and deposited into the Bond Fund in an amount equal to the principal amount of the Bonds.

(2) The Trustee has received an updated Cash Flow Projection that has been provided to the Rating Agency and written notice from the Remarketing Agent that the Remarketing Agent has received a Rating Confirmation to the effect that the then current rating assigned to the Bonds will continue to be effective on the Mandatory Tender Date.

(3) The Trustee has received an opinion of Bond Counsel to the effect that the remarketing of the Bonds will not adversely affect the excludability of interest on the Bonds from gross income for federal income tax purposes.

(4) The Trustee has received Preference Proof Moneys in an amount necessary to pay capitalized interest, if any, in connection with remarketed Bonds as determined by the Remarketing Agent, to the Maturity Date or some other date as set by the Remarketing Agent.

(b) *Notice of Satisfaction of Conditions Precedent.* If the conditions set out in subsection (a) are satisfied, the Trustee shall immediately give notice to the other Remarketing Notice Parties stating that (i) all conditions precedent to the remarketing of the Bonds have been satisfied and (ii) the remarketing and settlement of the Bonds is expected to occur on the Mandatory Tender Date.

Section 3.07. Remarketing of Bonds.

(a) *Delivery of Bonds by Holder for Purchase.* Each Holder must deliver its Bonds to the Trustee for purchase not later than 10:00 a.m., New York City time, on the Mandatory Tender Date. Bonds received by the Trustee shall be held by the Trustee in trust for the tendering Holders pending receipt of funds for the payment of such Bonds.

(b) *Untendered Bond.* Any Bond which is not tendered on the Mandatory Tender Date (an “Untendered Bond”) will be deemed to have been tendered to the Trustee as of such Mandatory

Tender Date, and, from and after such Mandatory Tender Date shall cease to bear interest and no longer will be considered to be outstanding. In the event of a failure by owners to deliver Bonds on the Mandatory Tender Date, such Holders will not be entitled to any payment (including any interest to accrue from and after the Mandatory Tender Date) other than the purchase price for such Untendered Bond, and any Untendered Bond will no longer be entitled to the benefits of this Indenture, except for the purpose of payment of the purchase price for such Untendered Bond.

(c) *Delivery of Purchase Price of Remarketed Bonds.* The Remarketing Agent shall give notice to the Remarketing Notice Parties no later than the Mandatory Tender Date specifying the principal amount and denominations of, such Bonds, if any, for which it has found purchasers. The Remarketing Agent shall deliver to the Trustee, no later than 11:00 a.m., New York City time, on the Mandatory Tender Date, in immediately available funds, remarketing proceeds to the extent the Bonds have been successfully remarketed. Upon remarketing, the Trustee shall transfer the registered ownership of the Bonds to the new registered Owners via the Securities Depository. The Bonds shall remain in Book Entry Form. Moneys deposited with the Trustee for the purchase of Bonds shall be held in trust in the Bond Fund and shall be paid to the tendering Holder upon presentation of its Bonds at the designated office of the Trustee.

(d) *Notice of Remarketing to Holders of Untendered Bonds.* The Trustee shall promptly give notice by registered or “certified first class” mail, postage prepaid, to each Holder of Bonds whose Bonds are deemed to have been purchased stating that interest on such Bonds ceased to accrue on the date of purchase and that moneys representing the purchase price of such Bonds are available against delivery of such Bonds at the designated office of the Trustee.

Section 3.08. Concerning the Remarketing Agent.

The Remarketing Agent identified in Section 1.01 hereof shall serve as the Remarketing Agent for the Bonds. The Remarketing Agent shall provide to the Trustee its designated office and signify its acceptance of the duties and obligations imposed upon it hereunder by a written instrument of acceptance delivered to the Issuer, the Borrower and the Trustee. In addition, the Remarketing Agent will agree particularly to:

- (a) keep such records relating to its computations of interest rates for the Bonds as shall be consistent with prudent industry practice and to make such records available for inspection by the Issuer, the Trustee, the Borrower and the Investor Limited Partner at all reasonable times; and
- (b) perform all of its functions and duties under this Indenture.

The Remarketing Agent shall be entitled to advice of legal counsel on any matter relating to the Remarketing Agent’s obligations hereunder and shall be entitled to act upon the opinion of such counsel in the exercise of reasonable care in fulfilling such obligations.

The Remarketing Agent shall be entitled to appoint additional co-Remarketing Agents to assist in the performance of the Remarketing Agent’s obligations under this Indenture, and any such appointment shall be effective without any action by the Issuer or the Borrower being necessary; provided that any such co-Remarketing Agent, shall have a capitalization of at least \$5,000,000, or shall have a line of credit with a commercial bank in the amount of at least \$5,000,000, shall be in conformity with all standards and requirements of the Municipal Securities

Rulemaking Board and the Securities and Exchange Commission, and shall be authorized by law to perform all the duties imposed upon it by this Indenture. The Remarketing Agent shall take responsibility for any co- Remarketing Agent it appoints.

Section 3.09. Qualification of Remarketing Agent.

The Remarketing Agent shall be a member in good standing of the Financial Industry Regulatory Authority having a capitalization of at least \$5,000,000, or shall have a line of credit with a commercial bank in the amount of at least \$5,000,000, and shall be authorized by law to perform all the duties imposed upon it by this Indenture. Subject to the terms of the Remarketing Agreement, the Remarketing Agent may at any time resign and be discharged of the duties and obligations created by this Indenture by giving at least 30 days' notice of such resignation to the Issuer, the Borrower, the Investor Limited Partner, and the Trustee. The Remarketing Agent may be removed, with prior notice to the Issuer, at any time by the Borrower, with at least 30 days' notice of such removal to the Remarketing Agent.

Upon any resignation or removal of the Remarketing Agent, the departing Remarketing Agent shall pay over, assign and deliver any money and Bonds held by it in such capacity to its successor. Upon the resignation or removal of the Remarketing Agent, the Borrower shall promptly appoint a successor Remarketing Agent, and shall provide notice to the Trustee of such appointment. Under no circumstances shall the appointment of a successor Remarketing Agent be a condition to the resignation or removal of the current Remarketing Agent.

The Trustee, within 30 days of the resignation or removal of the Remarketing Agent or the appointment of a successor Remarketing Agent, shall give notice thereof by registered or certified mail to the Rating Agency (if the Bonds are then rated) and to the Holders of the Bonds.

If a successor Remarketing Agent is not appointed by the Borrower and acting as Remarketing Agent at least ten (10) days before the Mandatory Tender Date, the Bonds will not be remarketed and will be paid on the Mandatory Tender Date.

ARTICLE IV

REVENUES AND FUNDS

Section 4.01. Creation of Funds.

The following trust funds are hereby created by the Issuer and ordered established and held separately with the Trustee to be used for the purposes as hereinafter provided in this Indenture:

(a) *Bond Fund.* "Osceola County Housing Finance Authority Multifamily Housing Revenue Bonds, 2025 Series __ (San Jose Apartments) Bond Fund" (herein referred to as the "Bond Fund"), and within the Bond Fund, a "Capitalized Interest Account," which Fund shall be administered as provided in Sections 4.02 and 4.05 hereof.

(b) *Project Fund.* "Osceola County Housing Finance Authority Multifamily Housing Revenue Bonds, 2025 Series __ (San Jose Apartments) Project Fund" (herein referred to as the

“Project Fund”), and within the Project Fund, a “Proceeds Account”, and an “Equity Account”, which Fund and the accounts therein shall be administered in accordance with the provisions of Sections 6.01 and 6.02 of this Indenture. Moneys held in the Equity Account are not held for the benefit of the Owners, shall be segregated from moneys held in the Proceeds Account and are not a part of the Trust Estate.

(c) *Rebate Fund.* “Osceola County Housing Finance Authority Multifamily Housing Revenue Bonds, 2025 Series __ (San Jose Apartments) Rebate Fund” (herein referred to as the “Rebate Fund”), which Fund shall be administered in accordance with the provisions of Section 5.01 of this Indenture. Moneys held in the Rebate Fund are not held for the benefit of the Owners and are not part of the Trust Estate.

(d) *Expense Fund.* “Osceola County Housing Finance Authority Multifamily Housing Revenue Bonds, 2025 Series __ (San Jose Apartments) Expense Fund” (herein referred to as the “Expense Fund”), which Fund shall be administered in accordance with the provisions of Section 4.07 of this Indenture. Moneys held in the Expense Fund are not held for the benefit of the Owners and are not part of the Trust Estate.

(e) *Collateral Fund.* “Osceola County Housing Finance Authority Multifamily Housing Revenue Bonds, 2025 Series __ (San Jose Apartments) Collateral Fund” (herein referred to as the “Collateral Fund”), which Fund shall be administered in accordance with the provisions of Section 4.03 of this Indenture.

(f) *Costs of Issuance Fund.* “Osceola County Housing Finance Authority Multifamily Housing Revenue Bonds, 2025 Series __ (San Jose Apartments) Costs of Issuance Fund” (herein referred to as the “Costs of Issuance Fund”), which Fund shall be administered in accordance with the provisions of Section 4.04 of this Indenture. Moneys held in the Costs of Issuance Fund (other than amounts derived from the proceeds of the Bonds) are not held for the benefit of the Owners and are not part of the Trust Estate.

Section 4.02. Deposits into the Bond Fund.

On or before the Closing Date, upon receipt of the Capitalized Interest Deposit, if any, in accordance with Section 4.02 of the Bond Loan Agreement, the Trustee shall deposit the Capitalized Interest Deposit to the Capitalized Interest Account. All Revenues received by the Trustee, except for funds deposited in the Bond Fund (including the Capitalized Interest Account therein) or the Collateral Fund on the Closing Date and any investment earnings thereon, shall be deposited, first, to the credit of the Expense Fund to the extent of any fees, costs or expenses described in Section 4.07 hereof which are due and payable, and then to the Bond Fund. In accordance with the last sentence of Section 11.04, for so long as the Bonds are outstanding hereunder, funds on deposit in the Proceeds Account of the Project Fund, the Collateral Fund or the Bond Fund (including the Capitalized Interest Account therein) shall not be deposited in the Expense Fund or otherwise used to pay fees, costs or expenses described in Section 4.07 hereof.

In connection with the issuance of the Bonds, certain moneys may be deposited with the Trustee before the Closing Date pursuant to one or more letters of instruction from the provider or providers of such moneys. Such moneys will be held by the Trustee subject to the terms and

conditions of the Indenture in addition to terms provided in such letter(s) of instruction. For such purpose the standards of care, provisions regarding responsibilities and indemnification and other sections relating to the Trustee contained in this Indenture and the Bond Loan Agreement (the “Effective Provisions”) shall be effective as of the first date of receipt by the Trustee of such moneys. The Effective Provisions shall be deemed incorporated into such letter(s) of instructions.

Section 4.03. Use of Moneys in Collateral Fund.

Upon the Trustee’s receipt of (i) a disbursement request from the Borrower pursuant to Section 6.02 hereof and Section 3.03 of the Bond Loan Agreement and (ii) advice from the Lender or the Bridge Lender, as applicable, of the amount of the Collateral Payment which such party proposes to deliver to the Trustee for deposit into the Collateral Fund in exchange for the Trustee’s disbursement to, or at the direction of, such party of the same amount of Bond proceeds from the Proceeds Account of the Project Fund, the Trustee shall confirm to such party that the Trustee is irrevocably prepared to disburse to or at the written direction of such party an amount of Bond proceeds equal to the amount of the applicable Collateral Payment upon receipt by the Trustee of such funds. Such confirmation is a condition precedent to the Lender and the Bridge Lender making any Collateral Payments. Together with amounts on deposit in the Proceeds Account of the Project Fund and the Bond Fund (including the Capitalized Interest Account therein), amounts on deposit in the Collateral Fund, including any investment earnings thereon, shall be sufficient at all times to pay the principal of and interest on the Bonds to the Mandatory Tender Date or, if the Bonds remain Outstanding, the earlier of the next succeeding mandatory tender date or the Maturity Date, as applicable. On each date on which principal of or interest on the Bonds is due, the Trustee shall transfer a sufficient amount of funds from the Collateral Fund for deposit to the Bond Fund to enable the Trustee to make such payments as and when due.

Section 4.04. Use of Moneys in the Costs of Issuance Fund.

(a) *Deposits into the Costs of Issuance Fund.* On or before the Closing Date the Borrower shall deliver the Costs of Issuance Deposit to the Trustee. On the Closing Date, the Trustee shall deposit or transfer, as applicable, the Costs of Issuance Deposit into the Costs of Issuance Fund as designated in the closing memorandum prepared by the Underwriter and executed by the Borrower in connection with the issuance of the Bonds.

(b) *Disbursements from the Costs of Issuance Fund.* Except as otherwise provided in this Section 4.04, the amounts deposited in the Costs of Issuance Fund shall be expended for Costs of Issuance and for no other purpose. On the Closing Date, the Trustee shall disburse amounts from the Costs of Issuance Fund as designated in the closing memorandum prepared by the Underwriter and executed by the Borrower in connection with the issuance of the Bonds. After the Closing Date, the Trustee shall disburse amounts from the Costs of Issuance Fund as designated in a Requisition in the form attached hereto as Exhibit C, executed by the Borrower (and approved by the Lender, if applicable), specifying in detail the amount which constitutes Costs of Issuance to be paid or reserved to be paid under this Section, and the respective firms or persons to whom such payments are to be made. The Trustee shall make the payments specified therein concurrently with or as soon as may be practicable after the delivery of such Requisition.

(c) *Disposition of Remaining Amounts.* Any moneys remaining in the Costs of Issuance Fund twelve (12) months after the Closing Date and not needed to pay still unpaid Costs of Issuance will be returned to the Borrower upon the written instruction to the Trustee from the Borrower, in accordance with Section 4.06. Upon final disbursement, the Trustee shall close the Costs of Issuance Fund.

Section 4.05. Use of Moneys on Deposit in the Bond Fund; Application of Loan Payments.

The funds on deposit in the Bond Fund shall be used by the Trustee to pay principal of and interest on the Bonds on each date a payment of principal or interest is due to be made, whether by maturity, scheduled Interest Payment Date or as a result of an early redemption of the Bonds.

In the event that amounts on deposit in the Bond Fund on any Interest Payment Date, the Optional Redemption Date, the Mandatory Tender Date, the Maturity Date or such other Bond payment date are insufficient to make the payment of principal of or interest on the Bonds when due, the Trustee shall transfer funds in the following order to the Bond Fund and use such funds, together with amounts then on deposit in the Bond Fund, to make such payments when due:

- (a) first, from amounts on deposit in the Capitalized Interest Account;
- (b) second, from amounts on deposit in the Collateral Fund; and
- (c) third, from amounts on deposit in the Proceeds Account of the Project Fund.

So long as there are any Outstanding Bonds, payments due under the Note and the Bond Loan Agreement shall be deemed made by the Trustee's transfer of funds on each Interest Payment Date from the Capitalized Interest Account or from the Collateral Fund to the Bond Fund, in an amount necessary to pay the interest on and principal (if any) of the Bonds.

Following receipt by the Trustee of a Cash Flow Projection provided by or on behalf of the Borrower, the Trustee is hereby authorized and directed to take the actions and disburse from the Bond Fund the amount of Preference Proof Moneys set forth in such Cash Flow Projection to or at the written direction of the Borrower.

Section 4.06. Payment to Borrower of Excess Moneys.

Any amounts remaining in the Costs of Issuance Fund after the payment in full of all Costs of Issuance shall be paid to the Borrower in accordance with Section 4.04 hereof, and any amounts remaining in the Collateral Fund or the Bond Fund (except for amounts then held by the Trustee in the Bond Fund for payment of principal of, or interest on, any of the Bonds) after payment in full of the principal of and interest on the Bonds, payment of any and all fees and expenses due in accordance with this Indenture and the Bond Loan Agreement, and payment of all other costs associated with the discharge of the Bonds (or provision for payment thereof having been made as provided in Section 9.01 hereof) shall, upon written instruction to the Trustee from the Borrower (with a copy to the Issuer), be paid to the Borrower upon the expiration or sooner termination of the term of the Bond Loan Agreement notwithstanding the survival of certain provisions thereof, subject to the provisions of Section 13.11 herein.

Section 4.07. Expense Fund.

The Trustee shall deposit amounts received from the Borrower for the purpose of paying Trustee's Fees, the Issuer Fee, the Issuer Servicer Fee and any other fees, costs or expenses required under the Bond Loan Agreement into the Expense Fund. The Trustee shall pay such amounts to the proper persons on the dates and in the amounts due. Amounts on deposit in the Expense Fund shall be withdrawn or maintained, as appropriate by the Trustee to pay (i) to the Trustee, the Trustee's Fee, (ii) to or at the direction of, the Issuer, the Issuer Fee and the Issuer Servicer Fee, (iii) upon receipt, to the Trustee, any amounts due to the Trustee which have not been paid, other than amounts paid in accordance with clause (i) hereof, and (iv) upon receipt, to, or at the direction of, the Issuer, the Issuer Fee or the Issuer Servicer Fee due and unpaid, other than amounts paid in accordance with clause (ii) above. Any amounts remaining in the Expense Fund after payment in full of the principal of and interest on, the Bonds, payment of any and all fees and expenses due in accordance with this Indenture and the Bond Loan Agreement, and payment of all other costs associated with the discharge of the Bonds (or provision for payment thereof having been made as provided in Section 9.01 hereof) shall, upon written instruction to the Trustee from the Borrower (with a copy to the Issuer), be paid to the Borrower upon the expiration or sooner termination of the term of the Bond Loan Agreement notwithstanding the survival of certain provisions thereof.

Section 4.08. Allocation and Reallocation of Permitted Investments Deposited to the Collateral Fund and the Project Fund.

(a) On the Closing Date and from time to time thereafter, the Trustee shall allocate ownership of the Permitted Investments acquired pursuant to Article VII hereof and deposited for the benefit of the Proceeds Account of the Project Fund and the Collateral Fund as follows: The Trustee shall allocate to the Collateral Fund a percentage of such Permitted Investments equal to the amount of the Collateral Payments presented to the Trustee for deposit to the Collateral Fund on the Closing Date divided by the aggregate Outstanding principal amount of the Bonds plus original issue premium and multiplied by 100 (the "Initial Collateral Fund Percentage") and the remainder (i.e., 100% minus the Initial Collateral Fund Percentage, referred to as the "Initial Project Fund Percentage") shall be allocated to the Proceeds Account of the Project Fund. On each subsequent month when an additional Collateral Payment is presented to the Trustee for deposit to the Collateral Fund (the "Subsequent Allocation Date"), the dollar amount of such Collateral Payment shall be added to all prior Collateral Payments so deposited, and the percentage of such Permitted Investments allocated to the Collateral Fund shall be adjusted to that percentage equal to the aggregate Collateral Payments through such date divided by the aggregate Outstanding principal amount of the Bonds plus original issue premium and multiplied by 100 (the "Collateral Fund Percentage") and the remainder (i.e., 100% minus the Collateral Fund Percentage, referred to as the "Project Fund Percentage") shall be allocated to the Proceeds Account of the Project Fund. On each Subsequent Allocation Date, the Trustee shall be deemed to have liquidated that portion of the Permitted Investments allocated to the Proceeds Account of the Project Fund and purchased equivalent Permitted Investments to be allocated to the Collateral Fund. In the event that the purchase price of the Permitted Investments is less than the Outstanding principal amount of the Bonds plus original issue premium, this Section 4.08 shall be read by substituting the phrase "the purchase price of the Permitted Investments" in lieu of "the Outstanding principal amount of the Bonds" where such phrase appears.

(b) Notwithstanding anything to the contrary in this Indenture or the Bond Documents, it is the purpose and intent of the Issuer that the proceeds of the Bonds be expended on Qualified Project Costs and that the proceeds of the New Lender Loan and the Bridge Loan be deposited in the Collateral Fund. The parties covenant and agree that the foregoing can be accomplished by either (i) tracing direct expenditures or (ii) adhering to the allocation and accounting rules set forth in Treasury Regulation 1.148-6 which allow for bond proceeds to be deemed expended for federal income tax purposes in the manner allocated by the Issuer notwithstanding the actual use of bond proceeds to the contrary. On the Closing Date, \$16,408,665.67 of the Bond proceeds will be expended on (or allocated to) Qualified Project Costs including, without limitation, costs incurred for or in connection with the acquisition of the Development and reimbursement for certain eligible expenditures incurred by the Borrower in connection with the predevelopment of the Development, all as set forth in the requisition delivered by the Borrower on the Closing Date. The Trustee is authorized to use the Bonds for other Development purposes as expressly set forth in this Article IV provided, and on the condition, that the Bonds are ratably allocated to Qualified Project Costs within 18 months after the later of the date such expenditure is made or the date the Development is placed in service, but in all events by the date that is 60 days after the earlier of the fifth anniversary of the Closing Date or the redemption of the Bonds (or at such earlier times as may be required under Section 148 of the Code and the application regulations of the Treasury Department related thereto). The Issuer covenants with the Trustee to maintain accurate books and records sufficient to establish such a ratable method of accounting for the Bonds, all of which shall be subject to the inspection and use of the Borrower and of its partners and their respective attorneys upon demand during normal business hours.

ARTICLE V

REBATE

Section 5.01. Rebate Fund; Rebate Requirement.

The Trustee shall deposit into the Rebate Fund amounts paid by the Borrower pursuant to the Arbitrage Rebate Agreement.

(a) The determination of the Rebate Requirement shall be made in accordance with the Arbitrage Rebate Agreement and the Rebate Requirement shall be paid at such times and in such installments as provided therein. The Borrower shall designate the Rebate Analyst. As further provided in the Arbitrage Rebate Agreement, the Borrower shall be responsible for causing the rebate calculations to be calculated by the Rebate Analyst and paying the Rebate Requirement.

(b) Neither the Issuer nor the Trustee shall be obligated to pay any portion of the Rebate Requirement (except from funds on deposit in the Rebate Fund). In addition, neither the Issuer nor the Trustee shall have any responsibility with respect to the calculation of the Rebate Requirement.

(c) Any moneys held as part of the Rebate Fund and not immediately required to be paid to the United States pursuant to the Arbitrage Rebate Agreement shall be invested or reinvested by the Trustee, at the written direction of the Borrower Representative, in Government

Obligations or in any money market or short term investment fund investing in or consisting primarily of and secured by Government Obligations, including any such fund maintained by the Trustee or an affiliate thereof, having maturities consonant with the need for moneys as estimated by the Borrower. In connection with the investment of moneys held as part of the Rebate Fund, the provisions of Section 7.03 hereof control regarding the crediting to the Rebate Fund of interest and other income received on the investment of moneys held as part of the Rebate Fund.

(d) As provided in the Arbitrage Rebate Agreement, the Borrower is required to (i) obtain a rebate calculation with respect to the Rebate Requirement with respect to the Mandatory Tender Date, the Maturity Date or the earlier date upon which all of the Bonds have been redeemed or defeased in a timely manner and either (ii)(A) pay to the Trustee for deposit into the Rebate Fund an amount of money as determined by such calculation within 30 days of such calculation or (B) provide the Trustee and the Issuer with written notice (signed by the Borrower Representative and the Rebate Analyst) that (1) no deposit is required or (2) the amount in the Rebate Fund is in excess of the amount required to be on deposit as determined by the most recent rebate calculation, in which case the Trustee shall, with the prior written consent of the Issuer, pay such excess over to the Borrower. If the Trustee does not receive either of the items required in (ii)(A) or (ii)(B) above within 30 days after the Mandatory Tender Date, Maturity Date or any other earlier date upon which all of the Bonds have been redeemed or defeased, the Trustee shall notify the Issuer; provided, however, that the Trustee shall not incur any liability if it should fail to provide such notice. The Borrower shall provide copies of all rebate calculations to the Issuer upon submission by the Rebate Analyst.

ARTICLE VI

CUSTODY AND APPLICATION OF BOND PROCEEDS

Section 6.01. Custody and Application of Project Fund.

The proceeds received upon the issuance and sale of the Bonds shall be deposited in the Proceeds Account of the Project Fund.

Section 6.02. Procedure for Making Disbursements from Project Fund.

Disbursements from the Project Fund shall be made upon the receipt by the Trustee of the following and shall be used solely to pay Costs of the Development incurred in connection with the acquisition and rehabilitation of the Development: (1) a request or requests therefor executed by the Borrower and the Issuer Servicer, upon a Requisition in substantially the form attached as Exhibit B hereto (without the exhibits and attachments thereto), (2) in the case of amounts requisitioned from the Proceeds Account, certification by a Borrower Representative that such Costs of the Development are Qualified Project Costs, and (3) in the case of requisitions from the Proceeds Account, confirmation from the Trustee that, immediately after such requested disbursement from the Proceeds Account, the sum of the moneys on deposit in the Proceeds Account of the Project Fund, the Bond Fund (including the Capitalized Interest Account therein) and the Collateral Fund, including earnings on Permitted Investments therein, will be sufficient at all times to pay the principal of and interest on the Bonds as and when they become due to the

Mandatory Tender Date. On each date on which principal of or interest on the Bonds is due, the Trustee shall transfer a sufficient amount of funds from the Collateral Fund for deposit to the Bond Fund to enable the Trustee to make such payments as and when due. Disbursements of original issue premium in the Proceeds Account of the Project Fund will also be subject to the prior deposit of a Collateral Payments or other Preference Proof Moneys into the Collateral Fund.

With respect to disbursements in connection with a Collateral Payment by the Bridge Lender or the Lender, each disbursement from the Proceeds Account of the Project Fund shall be made in accordance with the respective written direction of the Bridge Lender or the Lender, as applicable. Upon approval of a Requisition by the Issuer Servicer in substantially the form attached as Exhibit B hereto (each an "Approved Advance"), the Bridge Lender or the Lender, as applicable, shall deliver to the Trustee a Collateral Payment equal to the Approved Advance for deposit to the Collateral Fund, together with the Requisition signed by the Borrower and the Issuer Servicer requesting a disbursement from specified accounts in the Project Fund in an aggregate amount equal to the Approved Advance, subject to allocation and reallocation, in accordance with Section 4.08 of this Indenture. In the event that for any reason the Trustee is not prepared to promptly disburse funds from the Proceeds Account of the Project Fund, the Trustee (i) shall not deposit the Collateral Payment in the Collateral Fund, (ii) shall so inform the Lender or Bridge Lender, as applicable, and the Borrower and (iii) shall return such deposit to the Lender or Bridge Lender, as applicable.

Upon satisfaction of the conditions precedent set forth in this Section 6.02, and notwithstanding anything in the Bond Documents to the contrary, once the Trustee deposits a Collateral Payment, the Trustee is irrevocably and unconditionally obligated to disburse an equal amount of moneys from the Proceeds Account of the Project Fund in accordance with approved Requisitions.

With regard to Collateral Payments, all disbursements from the Proceeds Account of the Project Fund will be made by the Trustee to the Borrower or other party entitled to payment, as directed by the Borrower pursuant to the Requisition, or shall be transferred to the Bond Fund.

The Trustee and the Issuer shall not in any event be responsible or liable to any person (other than the Borrower, but only in the case of the Trustee and only in the event of a failure by the Trustee to make authorized disbursements following written request for disbursements in accordance with this Indenture, when such failure is within the Trustee's control, and after notice of such failure and a 3-day opportunity to cure such failure) for the disbursement of, or failure to disburse, moneys from the Project Fund, or any part thereof, and no contractor, subcontractor or material or equipment supplier shall have any right or claim against the Trustee or the Issuer under this Indenture.

The Borrower covenants in the Bond Loan Agreement that at least 95% of the proceeds of the Bonds, paid directly from the Proceeds Account of the Project Fund shall be used or deemed used exclusively to pay Costs of the Development that (i) are (A) capital expenditures (as defined in Section 1.150 1(a) of the Code's regulations) and (B) not made for the acquisition of existing property, to the extent prohibited in Section 147(d) of the Code, and (ii) are made exclusively with respect to a "qualified residential rental project" within the meaning of Section 142(d) of the Code and that for the greatest number of buildings the proceeds of the Bonds shall be deemed allocated

on a *pro rata* basis to each building in the Development and the land on which it is located so that each building and the land on which it is located will have been financed fifty percent (50%) or more by the proceeds of the Bonds for the purpose of complying with Section 42(h)(4)(B) of the Code; provided, however, neither the Trustee nor the Issuer shall have any obligation to enforce this covenant nor shall they incur any liability to any Person, including without limitation, the Borrower, the General Partner, any other affiliate of the Borrower or the Holders of the Bonds for any failure to meet the intent expressed in the foregoing representation, covenant and warranty.

Section 6.03. Trustee May Rely on Requisitions and Certifications.

In making any such disbursement from the Project Fund, the Trustee may rely on any Requisition delivered to it pursuant to Section 6.02 hereof, and the Trustee shall be relieved of all liability with respect to making such payments in accordance with any such Requisition.

Section 6.04. Completion of Development.

The completion of the Development and the payment of all costs and expenses incident thereto shall be evidenced for the Development by the filing with the Issuer and the Trustee of (a) the Completion Certificate and (b) a certificate signed by the Borrower Representative stating that all obligations and Costs of the Development, have been paid and discharged except for Costs of the Development not then due and payable or then in dispute as provided in the Bond Loan Agreement. Additionally, the Borrower has agreed pursuant to Section 3.06 of the Bond Loan Agreement that in the event that there are insufficient moneys available in the Project Fund to pay the Costs of the Development, the Borrower will complete the Development and pay the portion of the Costs of the Development in excess of the moneys available therefor in the Project Fund.

ARTICLE VII

INVESTMENT OF FUNDS AND ACCOUNTS

Section 7.01. Investment.

Subject to the provisions of Section 4.08 hereof, amounts on deposit in the Proceeds Account of the Project Fund, the Collateral Fund and the Bond Fund shall be invested at all times in Permitted Investments.

On the Closing Date, the Trustee is hereby directed to purchase Permitted Investments with respect to the investment of certain amounts on deposit in the Proceeds Account of the Project Fund (except for amounts to be disbursed on the Closing Date in accordance with an approved Requisition), the Collateral Fund and the Bond Fund (including the Capitalized Interest Account therein), the principal and interest of which will be sufficient to pay principal and interest on the Bonds when due up to and on the Mandatory Tender Date. Such investment instructions to the Trustee shall be detailed in the closing memorandum prepared by the Underwriter and signed by the Borrower. All interest earned from the foregoing investments shall be deposited in the Bond Fund. In the event that any investments in the Proceeds Account of the Project Fund, the Bond Fund, or the Collateral Fund must be liquidated prior to the Mandatory Tender Date, such investments shall be liquidated under the Indenture.

Any Permitted Investments in the Collateral Fund, the Proceeds Account of the Project Fund, or Bond Fund maturing before the Mandatory Tender Date that are not used to redeem bonds shall be reinvested as directed in writing by the Borrower in Permitted Investments under clause (i), (ii) or (iii) of the definition of Permitted Investments and in the absence of such direction shall be invested as specified in clause (iii).

After the Mandatory Tender Date, if the Bonds remain outstanding, the Trustee shall purchase Permitted Investments at the written direction of the Borrower, the principal and interest of which, along with amounts on deposit in the Capitalized Interest Account, if any, will be sufficient to pay principal and interest on the earlier of the subsequently established Mandatory Tender Date or the Maturity Date.

Any investment hereunder shall comply with Section 148 of the Code. The Trustee may not sell any investment at a loss, unless being sold pursuant to Section 3.01(c), Section 7.03 or in connection with an acceleration as set forth in Section 10.01 hereof.

The investments described in each of the above paragraphs shall be made by the Trustee pursuant to the direction provided hereby and in accordance with the written direction of the Borrower to be provided on the Closing Date, which shall remain in effect until further written direction is provided by the Borrower. After the Closing Date, the Trustee shall purchase, sell or exchange Permitted Investments at the written direction of the Borrower pursuant to a Cash Flow Projection delivered to the Trustee by or on behalf of the Borrower, with written confirmation that such Cash Flow Projection has been provided to the Rating Agency. In the absence of investment instructions from the Borrower, the Trustee shall invest the moneys held in the Proceeds Account of the Project Fund, Bond Fund or Collateral Fund in the money market fund described in clause (iii) of the definition of Permitted Investments.

Amounts, if any, on deposit in the Costs of Issuance Fund, until disbursed or returned to the Borrower pursuant to Section 4.04(c) hereof, shall be invested in Permitted Investments at the written direction of the Borrower. The Expense Fund shall be invested in Permitted Investments at the written direction of the Borrower. In the absence of investment instructions from the Borrower, the Trustee shall not be responsible or liable for keeping the moneys held in the Costs of Issuance Fund or the Expense Fund hereunder fully invested in Permitted Investments. The Trustee may conclusively rely upon the Borrower's written instructions as to both the suitability and legality of the directed investments.

Section 7.02. Investment of Rebate Fund.

Any moneys held as part of the Rebate Fund, and not immediately required for the purposes of the Rebate Fund, shall be invested or reinvested by the Trustee, at the written direction of the Borrower Representative, in Government Obligations or in any money market or short-term investment fund investing in or consisting primarily of and secured by Government Obligations, including any such fund maintained by the Trustee or an affiliate thereof having maturities consistent with the need for funds as estimated by the Borrower. In the absence of investment instructions from the Borrower Representative, the Trustee shall not be responsible or liable for keeping the moneys held as part of the Rebate Fund fully invested in Government Obligations or

in any money market or short-term investment fund investing in or consisting primarily of and secured by Government Obligations.

Section 7.03. Accounting for Termination of Investments; No Arbitrage.

Subject to Section 7.01 herein, in the event the moneys in the Collateral Fund have been invested in Permitted Investments and the Permitted Investment at any time and for any reason fails to satisfy the requirements of Section 7.01 hereof, the Trustee shall, at the written direction of the Borrower and with the written approval of the Rating Agency, terminate any such investment, and the proceeds of such termination, shall be credited to the Collateral Fund.

Except as otherwise provided in Section 7.01 hereof, all investment earnings on moneys or any investment held in any fund or account created hereunder (other than the Rebate Fund, which shall be credited to the Rebate Fund) shall be credited to the fund or account in which such invested funds are deposited.

If the Issuer is of the opinion, upon receipt of advice of Bond Counsel, that it is necessary to restrict or limit the yield on the investment of any moneys, securities or other obligations paid to or held by the Trustee hereunder in order to comply with the provisions of the Documents intended to prevent any Bonds from being considered “arbitrage bonds” within the meaning of Section 148 of the Code, an authorized officer of the Issuer may give written notice to the Trustee and the Borrower to such effect (together with appropriate written instructions), in which event the Trustee will take such action as is set forth in such written instructions to restrict or limit the yield on such investment so as to comply with Section 148 of the Code.

Section 7.04. Trustee’s Own Bond or Investment Department.

The Trustee may make any and all investments permitted under Section 7.01 hereof through its own bond or investment department or that of any affiliate and may charge its ordinary and customary fees for such trades, including cash sweep account fees. Although the Issuer and the Borrower each recognizes that it may obtain a broker confirmation or 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 each month in which a monthly statement is rendered. No statement need be rendered for any fund or account hereunder if no activity occurred in such fund or account during such month. The Trustee shall provide such information as it possesses and the Rating Agency and the Borrower may reasonably request in writing to enable the Rating Agency to maintain its rating on the Bonds.

Section 7.05. Moneys to be Held in Trust.

Subject to Section 4.07 hereof, all moneys required to be deposited with or paid to the Trustee for account of the Collateral Fund, the Bond Fund or the Proceeds Account of the Project Fund under any provision of this Indenture shall be held by the Trustee in trust, and shall, while held by the Trustee, constitute part of the Trust Estate and be subject to the lien and claim created by this Indenture. The Trustee, acting in its capacity as Trustee and not as sponsor, advisor or manager in connection with any investments hereunder, shall not be liable for any loss arising from investments made in accordance with this Indenture, or for any loss resulting from the

redemption or sale of any such investments prior to its stated maturity or the failure of the Issuer or the Borrower to provide timely written investment direction as provided in this Indenture.

ARTICLE VIII

GENERAL COVENANTS

Section 8.01. Payment of Bonds.

Each and every covenant made in this Indenture, including all covenants made in the several sections of this Article, is predicated upon the condition that any obligation for the payment of money incurred by the Issuer shall be payable solely (a) from Revenues, which are specifically assigned to secure the payment of the Bonds in the manner and to the extent specified in this Indenture, (b) from the moneys held in the funds and accounts created under this Indenture, except for amounts held in the Rebate Fund, the Costs of Issuance Fund (other than amounts on deposit in the Costs of Issuance Fund derived from proceeds of the Bonds) and the Expense Fund, and (c) from any other moneys held pursuant to the Trust Estate. Nothing in the Bonds or in this Indenture shall be construed as pledging any other funds or assets of the Issuer.

The Issuer covenants that it will cause to be paid, as provided herein, the principal of and interest on the Bonds from the Trust Estate at the place, on the date and in the manner provided herein and in the Bonds.

The Revenues due under the Note are to be remitted by the Borrower directly to the Trustee for the account of the Issuer and constitute a part of the Trust Estate and are subject to the lien and claim created by this Indenture. The moneys held by the Trustee in the Bond Fund (including the Capitalized Interest Account therein) and the Collateral Fund shall be used to make timely payment of the principal of and interest on the Bonds. Such amounts are to be sufficient in amount at all times to pay the principal of and interest on the Bonds to the Mandatory Tender Date or the Maturity Date, as applicable. The entire amount of Revenues and the entire amount of moneys held in the Bond Fund (including the Capitalized Interest Account therein) and the Collateral Fund are assigned to secure the payment of the principal of and interest on the Bonds.

Section 8.02. Performance of Covenants.

The Issuer covenants that it will faithfully perform at all times any and all applicable covenants, undertakings, stipulations and provisions contained in this Indenture, in any and every Bond executed, authenticated and delivered hereunder and in all proceedings pertaining thereto, subject, however to the limitations set forth in Section 2.09 hereof. The Issuer covenants that it is duly authorized under the laws of the State to issue the Bonds, to enter into this Indenture and the Bond Loan Agreement and to assign the Revenues, and that, upon issuance, authentication, and delivery, the Bonds are and will be valid and enforceable revenue obligations of the Issuer according to the import thereof.

Section 8.03. Maintenance of Existence; Compliance with Laws.

The Issuer will (i) maintain its corporate existence or assure the assumption of its obligations under this Indenture by any public body succeeding to its powers under the Act, and (ii) comply with all valid material acts, rules, regulations, orders and directions of any legislative, executive, administrative or judicial body applicable to this Indenture and the Bond Loan Agreement.

Section 8.04. Enforcement of Borrower's Obligations.

So long as any of the Bonds are Outstanding, the Issuer will cooperate with the Trustee in enforcing the obligations of the Borrower to pay, or cause to be paid, all the payments and other costs and charges payable pursuant to the Bond Loan Agreement and the Note. Nothing contained in this Section or in any other Section of this Indenture shall be deemed to modify the provisions of the Act and Section 2.09 hereof or require that the Issuer expend any of its own funds or assets to enforce the obligations of the Borrower under the Documents.

Section 8.05. Further Assurances, Instruments and Actions.

The Issuer will from time to time execute and deliver such further instruments, conveyances, assignments and transfers and take such further actions as may be reasonable and as may be required to better assure, convey, grant, assign or confirm the Trust Estate and all other rights, revenues or funds pledged, assigned or intended to be so pledged or assigned hereunder for the benefit of the owners of the Bonds; provided, however, that no such instruments or actions shall pledge the credit or taxing power of the State, the Issuer or any other political subdivision of the State, or create or give rise to any monetary obligation or liability of the Issuer. The Issuer has no taxing power.

Section 8.06. Priority of Pledge.

The Issuer covenants and agrees that it will not create any lien or claim upon the Revenues other than the liens and claims hereby created. Except for the assignment to the Trustee, the Issuer will not sell, lease or otherwise dispose of or encumber any of the Revenues, and will cooperate in causing to be discharged or satisfied any lien or charge on any part of the Trust Estate.

Section 8.07. Books and Documents Open to Inspection.

Each of the Issuer and the Trustee each hereby covenants and agrees that all books and documents in its possession relating to the Bonds, the Development, and the moneys, revenues and receipts derived from the Development, if any, that shall at any time be in its possession, shall, within a reasonable time of a written request to the Trustee or the Issuer, as applicable, be open to inspection during the Trustee's or Issuer's regular business hours by such accountants or other agents as the Issuer, the Trustee or the Borrower may from time to time designate.

Section 8.08. Borrower to Indemnify and Hold the Issuer and Trustee Harmless from Liability.

The Borrower has agreed to indemnify and hold the Issuer Indemnified Parties and the Trustee Indemnified Parties harmless from and against liability arising out of claims as defined and as provided in Sections 6.02 and 7.04 of the Bond Loan Agreement.

Section 8.09. Tax-Exempt Status of Bonds.

The Issuer and the Trustee (to the extent either exercises investment discretion) each agrees that it will not (a) take any action, (b) fail to take any action, or (c) make any use of the Development or the proceeds of the Bonds, which would cause the interest on any of the Bonds to be or become includible in the gross income of the owners thereof for federal income tax purposes (except for minimum or preference tax purposes or other indirect taxation). In connection with the foregoing, the Issuer covenants to comply with the provisions of the Arbitrage Certificate and the Arbitrage Rebate Agreement.

ARTICLE IX

DISCHARGE

Section 9.01. Discharge of Lien.

If and when the Bonds secured hereby shall become due and payable in accordance with their terms as provided in this Indenture, or otherwise, and the whole amount of the principal and the interest so due and payable upon all of the Bonds, together with all other amounts payable hereunder by the Issuer and all fees and expenses of the Trustee and the Issuer, shall be paid, or provision shall have been made for the payment of the same, then the right, title and interest of the Trustee in and to the Trust Estate and all covenants, agreements and other obligations of the Issuer to the Bondholders shall thereupon cease, terminate and become void and be discharged and satisfied. In such event, upon request of the Borrower, the Trustee shall turn over to the Borrower, so long as there shall have occurred no Event of Default which is uncured and continuing, any surplus in the Collateral Fund and all balances remaining in any other fund created under this Indenture and shall assign and transfer to the Borrower all other property then held by the Trustee under this Indenture and shall execute such documents as may be reasonably required by the Borrower.

If and when the Trustee shall hold sufficient moneys hereunder, as verified to the Trustee in writing by an Independent public accounting firm of national reputation or other firm similarly experienced in performing such computations, to provide for payment of the whole amount of the principal and interest due and payable and thereafter to become due and payable upon all the Bonds, together with all other amounts (exclusive of amounts in the Rebate Fund or the Expense Fund) payable or which may thereafter become payable hereunder by the Issuer, notwithstanding that all the Bonds have not yet become due and payable and that consequently the right, title and interest of the Trustee in and to the Trust Estate shall not have ceased, terminated and become void pursuant to the foregoing provisions of this Section 9.01, the Trustee, on demand of the Borrower, shall deposit with the Borrower, so long as there shall have occurred no Event of Default which is

uncured and continuing, or to such person, body or authority as may be entitled to receive the same, any surplus in the Collateral Fund in excess of the amount sufficient to pay the whole amount of the principal and interest due and payable and thereafter to become due and payable upon all Bonds together with all other amounts payable or which may thereafter become payable hereunder by the Issuer or the Borrower.

All Outstanding Bonds shall, prior to the maturity thereof, be deemed to have been paid within the meaning and with the effect expressed above if (a) there shall have been deposited with the Trustee (as verified to the Trustee in writing by an Independent public accounting firm of national reputation or other firm similarly experienced in performing such computations) either (i) moneys in an amount which shall be sufficient, or (ii) Government Obligations which are not subject to redemption prior to maturity, the principal of and the interest on which when due will provide moneys which, together with the moneys, if any, deposited with the Trustee at the same time, shall be sufficient, to pay when due the principal and interest due and to become due on such Bonds on the Maturity Date or Mandatory Tender Date, as applicable, and (b) the Borrower shall have given the Trustee, in form satisfactory to it irrevocable instructions to give, as soon as practicable, a notice to the Holders of such Bonds and the Rating Agency that the deposit required by (a) above has been made with the Trustee and that such Bonds are deemed to have been paid in accordance with this Section and stating such maturity upon which moneys are to be available for the payment of the principal and interest on such Bonds.

Neither the securities nor moneys deposited with the Trustee pursuant to this Section nor principal or interest payments on any such securities shall be withdrawn or used for any purpose other than, and shall be held in trust for, the payment of the principal and interest, on such Bonds; provided that any cash received from such principal or interest payments on such securities deposited with the Trustee, if not then needed for such purpose, may be reinvested in Permitted Investments (including any short term investment fund rated “Aaa-mf” by the Rating Agency (or the equivalent Highest Rating Category given by the Rating Agency for that Rating Category) and secured by and investing solely in Government Obligations) maturing at times and in amounts sufficient to pay when due the principal and interest to become due on such Bonds on and prior to such maturity dates thereof, as the case may be, and interest earned from such reinvestment shall be deposited into the Bond Fund.

The release of the obligations of the Issuer under this Section 9.01 shall be without prejudice to the right of the Trustee provided in Section 11.04 hereof to be paid reasonable compensation for all services rendered by it hereunder and all its reasonable expenses, charges and other disbursements, including those of its attorneys, agents and employees, and shall not affect the obligations of the Borrower to make the payments required by the Bond Loan Agreement or the Note.

Notwithstanding anything herein to the contrary, the purchase of Government Obligations in accordance with Section 7.01 hereof, together with the Capitalized Interest Deposit, if any, shall not cause a discharge of the Indenture under this Section 9.01.

ARTICLE X

DEFAULTS AND REMEDIES

Section 10.01. Events of Default and Acceleration.

If any of the following events occur, it is hereby defined as and declared to be and constitute an “Event of Default”:

- (a) any interest on any Bond is not paid on the date on which the same becomes due;
or
- (b) the principal of any Bond is not paid on the date on which the same becomes due, whether at the stated maturity thereof, by acceleration or otherwise; or
- (c) an Event of Default occurs under the Bond Loan Agreement; or
- (d) the Issuer fails to duly and promptly perform, comply with, or observe any covenant, condition, agreement or provision (other than as specified in (a) or (b) of this Section 10.01) contained in the Bonds or in this Indenture on the part of the Issuer to be performed, and such failure shall continue for a period of 90 days after written notice specifying such failure and requiring the same to be remedied shall have been given to the Issuer, the Borrower and the Investor Limited Partner by the Trustee, which notice may be given by the Trustee in its discretion and shall be given at the written request of the Holders of not less than 100% in principal amount of the Bonds then Outstanding; provided, however, that if such default be such that it is correctable but cannot be corrected within 90 days, it shall not be an Event of Default if the Issuer, the Borrower or the Investor Limited Partner is taking appropriate corrective action to cure such failure and if such failure will not impair the security for the Loan or the Bonds.

If any Loan payment required under the Bond Loan Agreement to avoid a default under (a) or (b) of this Section shall not have been received at the close of business on the last business day preceding the day on which payment must be made to avoid a default under such (a) or (b), the Trustee shall use its best efforts to give telephonic notice of such default to the Borrower and the Investor Limited Partner of Borrower, which telephonic notice shall be confirmed by written notice to the Borrower and the Investor Limited Partner. If any other default shall occur under the provisions of this Section, the Trustee shall, within five days after having actual knowledge of such default, use its best efforts to give written notice of such default to the Issuer, the Borrower, the Investor Limited Partner, the Holders of the Bonds and the Rating Agency. A default or an Event of Default specified in (a) through (d) above shall occur even though the Trustee fails to give the notice required by this paragraph, the giving of such notice being intended solely to aid in the enforcement of the rights of Bondholders and not in limitation of such rights.

If an Event of Default specified in (a) or (b) of this Section 10.01 shall occur and be continuing, the Trustee, may, and upon written request of the Holders of not less than 51% in aggregate principal amount of the Bonds then Outstanding shall, declare the principal of all Bonds then Outstanding to be immediately due and payable by notice in writing to that effect delivered to the Issuer, the Borrower and the Rating Agency, and upon such declaration such principal, together with interest accrued thereon, shall become immediately due and payable at the place of

payment provided in such notice, anything in this Indenture or in the Bonds to the contrary notwithstanding.

If an Event of Default specified in (c) or (d) of this Section 10.01 shall occur and be continuing, the Trustee, upon written request of the Holders of not less than 100% in aggregate principal amount of the Bonds then Outstanding, shall declare the principal of all Bonds then Outstanding to be immediately due and payable by notice in writing to that effect delivered to the Issuer, the Borrower and the Rating Agency, and upon such declaration such principal, together with interest accrued thereon, shall become immediately due and payable at the place of payment provided therein, anything in this Indenture or in the Bonds to the contrary notwithstanding.

The Investor Limited Partner shall be entitled (but not obligated) to cure any Event of Default hereunder within the time frame provided to the Borrower hereunder. The Issuer and the Trustee agree that a cure of any default or Event of Default made or tendered by the Investor Limited Partner shall be deemed to be a cure by the Borrower and shall be accepted or rejected on the same basis as if made or tendered by the Borrower.

Section 10.02. Trustee to Enforce Rights of the Issuer.

Only in accordance with the provisions of this Indenture, the Trustee, as the assignee of all the right, title and interest of the Issuer in and to each of the documents constituting a part of the Trust Estate (except the Unassigned Rights of the Issuer), may enforce the rights granted to the Issuer pursuant to such documents. In the enforcement of any rights or remedies under such documents, no provision of such documents shall require, and none shall be construed to require, that the Trustee post a bond or establish any surety of any kind as a condition precedent to exercising any such rights or remedies.

Section 10.03. Remedies.

Upon the happening of any Event of Default, then and in every such case the Trustee in its discretion may, and upon the written request of the Holders of not less than 51% in principal amount of the Bonds then Outstanding and receipt of satisfactory indemnity, shall:

(a) by mandamus, or other suit, action or proceeding at law or in equity, enforce all rights of the Bondholders, and require the Issuer or the Borrower to carry out any agreements with or for the benefit of the Bondholders and to perform its or their duties under the Act and the Documents including, but not limited to, foreclosing upon the security interest in or otherwise using funds on deposit in the Collateral Fund;

(b) bring suit upon the Bonds; or

(c) by action or suit in equity enjoin any acts or things which may be unlawful or in violation of the rights of the Bondholders.

Notwithstanding anything contained herein to the contrary, upon the occurrence and continuance of an Event of Default, before taking any action which may subject the Trustee to liability under any environmental law, statute, regulation or similar requirement relating to the environment, the Trustee may require that a satisfactory indemnity bond, indemnity or

environmental impairment insurance be furnished for the payment or reimbursement of all expenses to which it may be put and to protect it against all liability resulting from any claims, judgments, damages, losses, penalties, fines, liabilities (including strict liability) and expenses which may result from such action. For purposes of the forgoing, the term “environmental law” 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. The term “Hazardous Substances” shall mean any chemical, substance or material classified or designated as hazardous, toxic or radioactive, or other similar term, and now or hereafter regulated under any Environmental Law, including without limitation, asbestos, petroleum and hydrocarbon products. The Trustee shall not be required to take any foreclosure action if the approval of a government regulator shall be a condition precedent to taking such action, and such approval cannot be obtained.

Section 10.04. Termination of Proceedings.

In case any proceeding taken by the Trustee on account of any default or Event of Default 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, the Trustee, the Bondholders, and the Borrower shall be restored to their former positions and rights hereunder, respectively, and all rights, remedies and powers of the Trustee shall continue as though no such proceeding had been taken.

Section 10.05. Right of Bondholders to Direct Proceedings.

No Holder of any of the Bonds shall have any right to institute any suit, action or proceeding in equity or at law for the execution of any trust hereunder, or any other remedy hereunder or on the Bonds, unless such Holder previously shall have given to the Trustee written notice of an Event of Default as hereinabove provided and unless also the Holders of not less than 51% in principal amount of the Bonds then outstanding shall have made written request of the Trustee to do so, after the right to exercise such powers or rights of action, as the case may be, shall have accrued, and shall have afforded the Trustee a reasonable opportunity either to proceed to exercise the powers hereinabove granted, or to institute such action, suit or proceeding in its or their name; nor unless there also shall have been offered to the Trustee security and satisfactory indemnity against the costs, expenses and liabilities to be incurred therein or thereby, and the Trustee shall not have complied with such request within a reasonable time; and such notification, request and offer of indemnity are hereby declared in every such case, to be conditions precedent to the execution of the trusts of this Indenture or for any other remedy hereunder; it being understood and intended that no one or more Holders of the Bonds hereby secured shall have any right in any manner whatever by its or their action to affect, disturb or prejudice the security of this Indenture, or to enforce any right hereunder or under the Bonds, except in the manner herein provided and for the equal benefit of all Holders of Outstanding Bonds. For purposes of the foregoing sentence, the Trustee shall be deemed to have failed to act within a reasonable time if it fails to take action within 60 days after receipt of written notice and compliance with the foregoing terms and conditions, whereupon, the Holders of 51% aggregate principal amount of the Bonds

may take such action in the place of the Trustee. Nothing contained in this Indenture shall, however, affect or impair the right of any Holder of Bonds to enforce the payment of the principal of and interest on any Bond at and after the maturity thereof, or the obligation of the Issuer to pay the principal of and interest, on each of the Bonds issued hereunder to the respective Holders of the Bonds at the time, place, from the source and in the manner herein and in such Bonds expressed.

Section 10.06. Remedies Vested in Trustee.

All rights of action under this Indenture or under any of the Bonds secured hereby which are enforceable by the Trustee may be enforced by it without the possession of any of the Bonds, or the production thereof at the trial or other proceedings relative thereto, and any such suit, action or proceeding instituted by the Trustee shall be brought in its name for the equal and ratable benefit of the Holders of the Bonds, subject to the provisions of this Indenture.

Section 10.07. Remedies Non Exclusive and Cumulative.

No remedy herein conferred upon or reserved to the Trustee or to the Holders of the Bonds is intended to be exclusive of any other remedy or remedies, and each and every such remedy shall be cumulative, and shall be in addition to every other remedy given hereunder or now or hereafter existing at law or in equity or by statute.

Section 10.08. Delays or Omissions by Trustee.

No delay or omission of the Trustee or of any Holder of the Bonds to exercise any right or power accruing upon any default shall impair any such right or power or shall be construed to be a waiver of any such default, or any acquiescence therein; and every power and remedy given by this Article X to the Trustee and to the Holders of the Bonds, respectively, may be exercised from time to time and as often as may be deemed expedient.

Section 10.09. Application of Moneys.

All moneys received by the Trustee pursuant to any right given or action taken under the provisions of this Article X shall, after payment of all fees, costs and expenses of the Trustee, and the payment of all fees, costs and expenses of the Issuer, be deposited in the Collateral Fund and all moneys so deposited in the Collateral Fund during the continuance of an Event of Default (other than moneys for the payment of Bonds which have matured or otherwise become payable prior to such Event of Default or for the payment of interest due prior to such Event of Default, which moneys shall continue to be held for such payments) shall be applied as follows:

First - To the payment to the persons entitled thereto of all installments of interest then due on the Bonds, in the direct order of the maturity of the installments of such interest and, if the amounts 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;

Second - To the payment to the persons entitled thereto of the unpaid principal, on any of the Bonds, which shall have become due (other than Bonds which have matured or otherwise

become payable prior to such Event of Default and moneys for the payment of which are held in the Collateral Fund or otherwise held by the Trustee), with interest on such principal from the respective dates upon which the same became due and, if the amount available shall not be sufficient to pay in full the amount of principal, and the interest due on any particular date, then to the payment ratably, according to the amount of principal due on such date, to the persons entitled thereto, without any discrimination or privilege; and

Third - To be held for the payment to the persons entitled thereto as the same shall become due of the principal of and interest on the Bonds which may thereafter become due either at maturity or upon call for redemption prior to maturity and, if the amount available shall not be sufficient to pay in full Bonds due on any particular date, together with interest then due and owing thereon, payment shall be made ratably according to the amount of principal due on such date to the persons entitled thereto without any discrimination or privilege; and

Fourth - The remainder, if any, shall be deposited in the Collateral Fund.

Whenever moneys are to be applied pursuant to the provisions of this Section, such moneys shall be applied at such times, and from time to time, as the Trustee shall determine, having due regard to 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 fix the date (which shall be an Interest 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 or principal to be paid on such dates shall cease to accrue. The Trustee shall give such notice as it may deem appropriate of the deposit with it of any such moneys and of the fixing of any such date, and shall not be required to make payment to the Holder of any Bond until such Bond shall be presented to the Trustee for appropriate endorsement or for cancellation if fully paid.

Section 10.10. Severability of Remedies.

It is the purpose and intention of this Article to provide rights and remedies to the Trustee and Bondholders which may be lawfully granted under the provisions of the Act, but should any right or remedy herein granted be held to be unlawful, the Trustee and the Bondholders shall be entitled, as above set forth, to every other right and remedy provided in this Indenture and by law.

Section 10.11. No Interference or Impairment of Lender Loans.

Notwithstanding anything herein to the contrary, none of the Issuer, the Trustee nor any other person shall:

(a) initiate or take any action which may have the effect, directly or indirectly, of impairing the ability of the Borrower to timely pay the principal of, interest on, or other amounts due and payable under, the Lender Loans; or

(b) interfere with or attempt to interfere with or influence the exercise by the Lender of any of its rights under the Lender Loans, including, without limitation, the Lender remedial rights under the Lender Loans upon the occurrence of an event of default by the Borrower under the Lender Loans.

The foregoing prohibitions and limitations shall not be construed to affect the Unassigned Rights of the Issuer or to limit the rights of the Issuer to enforce its rights against the Borrower under the indemnification provisions of this Indenture so long as it does not violate HUD Program Obligations (as defined in the HUD Regulatory Agreements).

Notwithstanding anything in this Indenture to the contrary, any right of the Issuer or the Trustee to take any action at law or in equity to enforce the obligations, covenants and agreements of the Borrower under this Indenture which includes any claim for indemnification, damages or any other monetary obligation sought to be enforced shall be subject and subordinate in all respects to the repayment in full of all amounts due under the Lender Loan Documents.

No subsequent owner of the Development shall be liable or obligated for the breach or default of any obligation of any prior Borrower unless specifically assumed in writing by a subsequent Borrower, including, but not limited to, any payment or indemnification obligation. Such obligations shall be personal to the person who was the Borrower at the time the default or breach was alleged to have occurred and such person shall remain liable for any and all damages occasioned by the default or breach even after such person ceases to be the Borrower with regards the Development.

Promptly upon determining that an Event of Default under this Indenture has occurred, the Issuer or the Trustee shall, by notice in writing to the Lender, inform the Lender that such Event of Default has occurred, the nature of such Event of Default and that such Event of Default has been cured or has not been cured, but is curable within a reasonable period of time, or is incurable; notwithstanding the occurrence of such Event of Default, neither the Issuer nor the Trustee shall have, and each of them acknowledge that they shall not have, any right to cause or direct acceleration of the Lender Loans or to foreclose on the Lender Mortgages.

ARTICLE XI

CONCERNING THE TRUSTEE

Section 11.01. Acceptance of Trusts.

The Trustee hereby accepts the trusts hereby created, but only upon the additional terms set forth in this Article, to all of which the Issuer agrees and the respective Holders of the Bonds agree upon and by their acceptance of delivery of any of the Bonds. The Trustee, prior to the occurrence of an event of default and after the curing of all events of default which 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 should be read into this Indenture against the Trustee. If any event of default under this Indenture shall have occurred and be continuing, the Trustee shall exercise such of the rights and powers vested in it by this Indenture and shall use the same degree of care as a prudent person would exercise or use in the circumstances in the conduct of such prudent person's own affairs.

Section 11.02. Trustee Not Responsible for Recitals, Statements and Representations.

Except as otherwise expressly provided herein, any representations or warranties by the Issuer in this Indenture or in the Bonds contained shall be taken and construed as made by and on the part of the Issuer, and not by the Trustee, and the Trustee does not assume, and shall not have, any responsibility or obligation for the correctness of any thereof.

Except for information provided by the Trustee concerning the Trustee, the Trustee shall have no responsibility for any information in any Official Statement or other disclosure material distributed with respect to the Bonds, and the Trustee shall have no responsibility for compliance with any state or federal securities laws in connection with the Bonds.

The Trustee shall not be responsible or accountable for the use or application by the Borrower of any of the Bonds or the proceeds thereof 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.

Section 11.03. Action by Trustee Through and in Reliance Upon Others.

The Trustee may execute any of the trusts or powers hereof and perform the duties required of it hereunder by or through attorneys, agents, receivers or employees. The Trustee shall be entitled to advice of counsel concerning all matters of trust and its duties hereunder, and the written advice or opinion of such counsel shall be full and complete authorization and protection for any action taken or omitted by it in good faith and in accordance with such advice or opinion. The Trustee may in all cases pay such reasonable compensation to all such attorneys, agents, receivers and employees as may be reasonably employed in connection with the trusts hereof. The Trustee shall not be answerable for the exercise of any discretion or power under this Indenture or for anything whatever in connection with the trust, except only for negligence or willful misconduct with respect to its responsibilities hereunder.

Except for fraud and willful misconduct, no personal recourse may be taken, directly or indirectly, against any officer, director, employee or agent of the Trustee with respect to the obligations of the Trustee under this Indenture or any certificate or other writing delivered in connection therewith. The Trustee's immunities and protections from liability and its right to indemnification in connection with the performance of its duties and functions under this Indenture shall extend to the Trustee's officers, directors, agents and employees.

The Trustee's immunities and protections from liability and its right to payment of compensation and indemnification in connection with performance of its duties and functions under this Indenture shall survive the Trustee's resignation or removal and the final payment of the Bonds.

Section 11.04. Fees and Expenses of Trustee.

The Trustee shall be entitled to payment and/or reimbursement of such fees as the Trustee and the Borrower shall agree upon, to payment and/or reimbursement of reasonable fees, for its services rendered hereunder and as Dissemination Agent, and all advances, counsel fees and other

expenses reasonably and necessarily made or incurred by the Trustee in connection with such services. When the Trustee incurs expenses or renders services after the occurrence of an Event of Default, such expenses and the compensation for such services are intended to constitute expenses of administration under any federal or state bankruptcy, insolvency, arrangement, moratorium, reorganization or other debtor relief law. For so long as the Bonds are outstanding hereunder, in no event will monies on deposit in the Proceeds Account of the Project Fund, the Collateral Fund, and the Bond Fund (including the Capitalized Interest Account therein) be used for the payment and/or reimbursement of such Trustee fees.

Section 11.05. Trustee's Obligations to Take or Have Notice of Default.

The Trustee shall not be required to take notice, or to be deemed to have notice, of any default under this Indenture other than an Event of Default under Section 10.01(a) or Section 10.01(b) hereof, unless a Responsible Officer of the Trustee is specifically notified in writing of such default by the Issuer or by the Holders of not less than 25% in aggregate principal amount of the Bonds then Outstanding. The Trustee may, however, at any time, require of the Issuer information and advice as to the performance of any of the covenants, conditions and agreements contained herein.

Section 11.06. Duties of Trustee.

(a) If an Event of Default has occurred and is continuing, the Trustee shall exercise its rights and powers and use the same degree of care and skill in their exercise as a prudent person would exercise or use under the circumstances in the conduct of such person's own affairs.

(b) Except during the continuance of an Event of Default,

(1) The Trustee need perform only those duties that are specifically set forth in the Indenture and no others, and

(2) In the absence of bad faith on its part, the Trustee may conclusively rely, as to the truth of the statements and the correctness of the opinions expressed, upon certificates or opinions furnished to the Trustee and conforming to the requirements of this Indenture. However, except as otherwise stated herein, the Trustee shall examine those certificates and opinions to determine whether they conform to the requirements of the Indenture.

(c) The Trustee may not be relieved from liability for its own negligent action, its own negligent failure to act or its own willful misconduct, except that:

(1) This paragraph does not limit the effect of paragraph (b) of this Section or Section 11.03 hereof,

(2) The Trustee shall not be liable for any error of judgment made in good faith by a Responsible Officer of the Trustee, unless it is proved that the Trustee was negligent in ascertaining the pertinent facts,

(3) The Trustee shall not be liable with respect to any action it takes or omits to take in good faith in accordance with a direction received by it in accordance with this Indenture, and

(4) No provision of this Indenture shall require the Trustee to expend or risk its own funds or otherwise incur any financial liability in the performance of any of its duties hereunder or in the exercise of any of its rights or powers.

(d) The Trustee may refuse to perform any duty or exercise any right or power unless it receives indemnity satisfactory to it against any loss, liability or expense, but the Trustee shall not require indemnity as a condition to making any payments on the Bonds, or declaring the principal of and interest on the Bonds to be due immediately hereunder.

(e) The Trustee's immunities and protections from liability and its right to indemnification in connection with the performance of its duties under this Indenture shall extend to the Trustee's officers, directors, agents, attorneys and employees. Such immunities and protections and right to indemnification, together with the Trustee's right to compensation, shall survive the Trustee's resignation or removal, the defeasance or discharge of this Indenture and final payment of the Bonds.

(f) Except as otherwise provided in this Article, the Trustee shall be under no obligation to take any action in respect of any default or otherwise, or toward the execution or enforcement of any of the trusts hereby created, or to institute, appear in or defend any suit or other proceeding in connection therewith, unless requested in writing so to do by the Holders of not less than 51% in aggregate principal amount of the Bonds then Outstanding, and if in its opinion such action may tend to involve it in expense or liability, unless furnished, from time to time as often as it may require, with security and satisfactory indemnity. The foregoing provisions are intended only for the protection of the Trustee, and shall not affect any discretion or power given by any provision of this Indenture to the Trustee to take action in respect of any default without such written notice or request from the Bondholders, or without such security or indemnity.

(g) The permissive right of the Trustee to do things enumerated in this Indenture shall not be construed as a duty, and the Trustee shall not be answerable for other than its negligence or willful misconduct as described in Section 11.06(c) above.

(h) Notwithstanding the effective date of this Indenture or anything to the contrary in this Indenture, the Trustee shall have no liability or responsibility for any act or event relating to this Indenture which occurs prior to the date the Trustee formally executes this Indenture and commences acting as Trustee hereunder.

(i) The Trustee may conclusively rely upon and shall be fully protected in acting upon any notice, request, consent, certificate, order, affidavit, letter, telegram, requisition, direction, opinion or other paper or document reasonably believed to be genuine and correct and to have been signed or sent by the proper person or persons. 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 Owner of the Bonds shall be conclusive and binding upon all future owners of the same Bonds and upon Bonds issued in exchange therefor or

in place thereof. The Trustee shall have the right to accept and act upon directions or instructions given pursuant to this Indenture or any other document reasonably relating to the Bonds and delivered using Electronic Means (as defined below); provided, however, that the Issuer or the Borrower, as the case may be, shall provide to the Trustee an incumbency certificate listing officers with the authority to provide such directions or instructions (each an “Authorized Officer”) and containing specimen signatures of such Authorized Officers, which incumbency certificate shall be amended whenever a person is to be added or deleted from the listing. If the Issuer or the Borrower elects to give the Trustee directions or instructions using Electronic Means and the Trustee in its discretion elects to act upon such directions or instructions, the Trustee’s understanding of such directions or instructions shall be deemed controlling. The Issuer and the Borrower each understand and agree that the Trustee cannot determine the identity of the actual sender of such directions or instructions and that the Trustee shall conclusively presume that directions or instructions that purport to have been sent by an Authorized Officer listed on the incumbency certificate provided to the Trustee have been sent by such Authorized Officer. The Issuer and the Borrower, as the case may be, shall each be responsible for ensuring that only Authorized Officers transmit such directions or instructions to the Trustee and that all Authorized Officers treat applicable user and authorization codes, passwords and/or authentication keys as confidential and with extreme care. 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 directions or instructions notwithstanding such directions or instructions conflict or are inconsistent with a subsequent written direction or written instruction. Each of the Issuer and the Borrower agrees: (i) to assume all risks arising out of the use of Electronic Means by the Borrower to submit directions or instructions to the Trustee, including without limitation the risk of the Trustee acting on unauthorized directions or instructions, and the risk of interception and misuse by third parties; (ii) that it is fully informed of the protections and risks associated with the various methods of transmitting directions or instructions to the Trustee and that there may be more secure methods of transmitting directions or instructions; (iii) that the security procedures (if any) to be followed in connection with its transmission of directions or instructions provide to it a commercially reasonable degree of protection in light of its particular needs and circumstances and (iv) to notify the Trustee immediately upon learning of any compromise or unauthorized use of the security procedures. “Electronic Means” shall mean the following communications methods: e-mail, facsimile transmission, secure electronic transmission containing applicable authorization codes, passwords and/or authentication keys, or another method or system specified by the Trustee as available for use in connection with its services hereunder.

The Trustee shall have no duty to review or analyze any financial statements provided to it by the Borrower pursuant to the Bond Loan Agreement and shall hold such financial statements solely as a repository for the benefit of the Bondholders; the Trustee shall not be deemed to have notice of any information contained therein or event of default which may be disclosed therein in any manner. The Trustee does not have a duty to verify the accuracy of such statements.

All of the provisions of this Indenture related to the duties, obligations, standard of care, protections and immunities from liability afforded the Trustee under the Indenture shall apply to the Trustee in the performance of its duties and obligations, if any, under any of the Bond Documents, Lender Loan Documents or other related documents or instruments.

The Trustee's immunities and protections from liability and its right to payment of compensation and indemnification in connection with performance of its duties and functions under this Indenture shall survive the Trustee's resignation or removal and the final payment of the Bonds.

Section 11.07. Trustee May Make Advances to Effect Performance.

If the Issuer shall fail to perform any of the covenants or agreements contained in this Indenture other than the covenants or agreements in respect of the payment of the principal of and interest on the Bonds, the Trustee may, in its absolute discretion and without notice to the Bondholders, at any time and from time to time, make advances to effect performance of the same on behalf of the Issuer, but the Trustee shall be under no obligation so to do; and any and all moneys paid or advanced by the Trustee for any such purposes, together with interest thereon at the rate equal to 8%, shall be reimbursed by the Borrower upon demand by the Trustee; but no such advance shall operate to relieve the Issuer from any default hereunder.

Section 11.08. Trustee May Rely Upon Instruments.

The Trustee shall be under no duty to make any investigation or inquiry as to any statements contained or matters referred to in any indenture, notice, telegram, request, consent, waiver, certificate, statement, affidavit, voucher, bond, requisition or other paper or document which it shall in good faith believe to be genuine and to have been passed or signed by the proper board, body or person or to have been prepared and furnished pursuant to any of the provisions of the Indenture or the Documents, but may accept and rely upon the same as conclusive evidence of the truth and accuracy of such statements, and shall be protected and shall incur no liability in acting or proceeding in good faith in reliance thereon. The Trustee shall not be bound to recognize any person as a Holder of any Bond or to take any action at his request unless such Bond shall be deposited with the Trustee or satisfactory evidence of the ownership of such Bond shall be furnished to the Trustee.

Section 11.09. Trustee May Own and Deal in Bonds and Deal With the Issuer and Borrower.

The Trustee may in good faith buy, sell, own, hold and deal in any of the Bonds issued hereunder and secured by this Indenture, and may join in any action which any Bondholder may be entitled to take with like effect as if the Trustee were not a party to this Indenture. The Trustee, either as principal or agent, may also engage in or be interested in any financial or other transaction with the Issuer or the Borrower or any related entity, and may act as depository, trustee, or agent for any committee or body of Holders of the Bonds secured hereby or other obligations of the Issuer as freely as if it were not Trustee hereunder.

Section 11.10. Financial Liability of the Trustee.

No provision of this Indenture will require the Trustee to expend or risk its own funds or otherwise incur or risk any financial liability in the performance of any of its duties under this Indenture, or in the exercise of any of its rights or powers if it will have reasonable grounds for believing that repayment of such funds or adequate indemnity against such risk or liability is not reasonably assured to it.

Except as may otherwise be provided in this Indenture, the Trustee will have the right to demand, in respect to the authentication of any Bonds or the release of any property, any showings, certificates, opinions (including Opinions of Counsel), appraisals or other information, or corporate action or evidence thereof, in addition to that by the terms hereof or of the Bond Loan Agreement required as a condition of such action by the Trustee deemed desirable for the purpose of establishing the right of the Issuer or the Borrower to the authentication of any Bonds, or the release of any property.

Section 11.11. Trustee May Construe Ambiguous or Inconsistent Provisions.

The Trustee may construe any of the provisions of the Indenture insofar as the same may appear to be ambiguous or inconsistent with any other provisions hereof, and any construction of any such provisions hereof by the Trustee in good faith shall be binding upon the Bondholders.

Section 11.12. Resignation of Trustee.

The Trustee may at any time resign and be discharged of the duties and obligations created by this Indenture by giving not less than 60 days written notice to the Issuer and the Rating Agency specifying the date when such resignation shall take effect and such resignation shall take effect upon the day specified in such notice unless previously a successor shall have been appointed, in which event such resignation shall take effect immediately on the appointment of such successor, provided that such resignation shall not take effect unless and until a successor shall have been appointed.

Section 11.13. Removal of Trustee.

The Trustee shall be removed by the Issuer or by the Holders of a majority in aggregate principal amount of the Bonds then Outstanding or their attorney in fact duly authorized (with the consent of the Issuer), excluding any Bonds held by or for the account of the Issuer, if so requested by an instrument or concurrent instruments in writing giving not less than 60 days written notice, filed with the Trustee and the Issuer. The Issuer may also remove the Trustee at any time, except during the existence of any Event of Default as defined in Section 10.01 hereof, for cause or breach of trust or for acting or proceeding in violation of, or failing to act or proceed in accordance with any provision of this Indenture with respect to the duties and obligations of the Trustee by filing with the Trustee an instrument signed by an authorized officer of the Issuer. A copy of each such instrument providing for any such removal shall be delivered by the Issuer to any Bondholder who shall have filed his name and address with the Issuer, with a copy to the Rating Agency. Such removal of the Trustee in accordance with this Section 11.13 shall not be effective until a successor trustee shall have been appointed.

Section 11.14. Appointment of Successor Trustee.

In case at any time the Trustee shall resign or shall be removed or shall become incapable of acting, or shall be adjudged bankrupt or insolvent, or if a receiver, liquidator or conservator of the Trustee, or of its property, shall be appointed, or if any public officer shall take charge or control of the Trustee, or of its property or affairs, the Issuer (upon direction of the Borrower) covenants and agrees that it will thereupon appoint a successor Trustee.

If in a proper case no appointment of a successor Trustee shall be made pursuant to the foregoing provision of this Section within 60 days after the Trustee shall have given to the Issuer written notice as provided in Section 11.12 hereof, within 60 days after the Issuer or the Holders shall have given to the Trustee written notice as provided in Section 11.13 hereof, or at any time after a vacancy in the office of the Trustee shall have occurred by reason of its inability to act, the Trustee or the Holder of any Bond may apply to any court of competent jurisdiction to appoint a successor Trustee. Said court may thereupon, after such notice, if any, as such court may deem proper, prescribe and appoint a successor Trustee.

Any Trustee appointed under the provision of this Section 11.14 in succession to the Trustee shall be a bank or trust company or national banking association with trust powers, having a combined capital, surplus and undivided profits of at least \$50,000,000 if there be such a bank or trust company or national bank association willing and able to accept the office on reasonable and customary terms and authorized by law to perform all the duties imposed upon it by this Indenture.

Section 11.15. Appointment of Successor Trustee by Court.

In case at any time the Trustee shall resign and no appointment of a successor Trustee shall be made pursuant to the foregoing provisions of this Article prior to the date specified in the notice of resignation as the date when such resignation shall take effect, the retiring Trustee may forthwith apply to a court of competent jurisdiction for the appointment of a successor Trustee. If no appointment of a successor Trustee shall be made pursuant to the foregoing provisions of this Article within 60 days after a vacancy shall have occurred in the office of Trustee, the Holder of any Bond may apply to any court of competent jurisdiction to appoint a successor Trustee. Such court may thereupon, after such notice, if any, as it may deem proper, prescribe and appoint a successor Trustee.

Section 11.16. Acceptance of Trust by Successor Trustee.

Any successor Trustee appointed hereunder shall execute, acknowledge and deliver to the Issuer and the Rating Agency an instrument accepting such appointment hereunder, and thereupon such successor Trustee, without further act, deed or conveyance, shall become duly vested with all the estates, property, rights, powers, trust, duties and obligations of its predecessor in the trust hereunder, with like effect as if originally named Trustee herein. Upon request of such Trustee, the Trustee ceasing to act and the Issuer shall execute and deliver an instrument transferring to such successor Trustee all the estates, property, rights, powers and trusts hereunder of the Trustee so ceasing to act, and the Trustee so ceasing to act shall pay over to the successor Trustee all moneys and other assets at the time held by it hereunder.

Section 11.17. Merger or Consolidation of Trustee with Another Corporation.

Any corporation into which any Trustee hereunder may be merged or with which it may be consolidated, or any corporation resulting from any merger or consolidation to which any Trustee hereunder shall be a party, or to which it may sell or transfer its corporate trust business and assets as a whole or substantially as a whole, shall be the successor Trustee under this Indenture

without the execution or filing of any paper or any further act on the part of the parties hereto, anything herein to the contrary notwithstanding.

Section 11.18. Action of Trustee During Existence of an Event of Default.

Notwithstanding any other provisions of this Article, the Trustee shall, during the existence of an Event of Default known to the Trustee, exercise such of the rights and powers vested in it by the Indenture and use the same degree of skill and care in their exercise as a prudent person would use and exercise under the circumstances.

Section 11.19. Notice of an Event of Default.

Notwithstanding anything herein to the contrary, upon the occurrence of an Event of Default known to a Responsible Officer of the Trustee, the Trustee shall within 30 days give written notice thereof to the Issuer, to the Rating Agency, and to each Bondholder at its last address appearing upon the registration books of the Issuer kept by the Trustee unless such Event of Default shall have been cured before the giving of such notice.

Section 11.20. Trustee May Intervene.

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 of the Bonds, the Trustee may intervene on behalf of the Holders of the Bonds and shall, upon receipt of satisfactory indemnity do so if requested in writing by the Holders of not less than 51% in aggregate principal amount of Bonds then Outstanding, if such intervention is permitted by the court having jurisdiction in the premises.

Section 11.21. Unclaimed Moneys.

Anything in this Indenture to the contrary notwithstanding, any moneys held by the Trustee in trust for the payment and discharge of any Bonds which remain unclaimed for a period of one year after the date when such Bonds have become due and payable either (i) at their stated maturity dates, if such moneys were held by the Trustee at such date, or (ii) for a period of one year after the date such moneys were deposited with the Trustee, if such moneys were deposited after the date when all Bonds became due and payable, shall be paid by the Trustee to the State pursuant to Chapter 717, Florida Statutes, and the Trustee shall thereupon be released and discharged. Thereafter, any person having a claim against any such moneys shall look solely to the State for payment of the same pursuant to Chapter 717, Florida Statutes.

Section 11.22. Appointment of Co-Trustee.

It is the purpose of this Indenture that there shall be no violation of any law of any jurisdiction (including particularly the law of the State) denying or restricting the right of banking corporations or associations to transact business as a trustee in such jurisdiction. It is recognized that in case of litigation under this Indenture or the Bond Loan Agreement, and in particular in case of the enforcement thereof on default, or in the case the Trustee deems that by reason of any present or future law of any jurisdiction it may not exercise any of the powers, rights or remedies herein granted to the Trustee or hold title to the properties, in trust, as herein granted, or take any

action which may be desirable or necessary in connection therewith, it may be necessary that the Trustee appoint an additional individual or institution as a separate or co-trustee. The following provisions of this Section are adopted to these ends.

In the event that the Trustee appoints an additional individual or institution as a separate or co-trustee, each and every remedy, power, right, claim, demand, cause of action, immunity, estate, title, interest and lien expressed or intended by this Indenture to be exercised by or vested in or conveyed to the Trustee with respect thereto shall be exercisable by and vest in such separate or co-trustee but only to the extent necessary to enable such separate or co-trustee to exercise such powers, rights and remedies, and every covenant and obligation necessary to the exercise thereof by such separate or co-trustee shall run to and be enforceable by either of them.

Approval in writing from the Issuer shall be required prior to the appointment of the separate or co-trustee by the Trustee. All such instruments in writing shall, on request, be executed, acknowledged and delivered by the Issuer at the expense of the Borrower. In case any separate or co-trustee or a successor to either shall die, become incapable of acting, resign or be removed, all the estates, properties, rights, powers, trusts, duties and obligations of such separate or co-trustee, so far as permitted by law and so approved by the Issuer, shall vest in and be exercised by the Trustee until the appointment of a successor to such separate or co-trustee.

Section 11.23. Financing Statements.

Pursuant to Section 5.05 of the Bond Loan Agreement, the Borrower shall cause to be perfected any security interest created hereunder by the filing of financing statements which fully comply with the State of Florida Uniform Commercial Code. Notwithstanding anything to the contrary contained herein, the Trustee shall not be responsible for any initial filings of any financing statements or the information contained therein (including the exhibits thereto), the perfection of any such security interests, or the accuracy or sufficiency of any description of collateral in such initial filings or for filing any modifications or amendments to the initial filings required by any amendments to Article 9 of the Uniform Commercial Code. The Trustee shall cause to be filed a continuation statement with respect to each Uniform Commercial Code financing statement relating to the Bonds which was filed at the time of the issuance thereof that lists the Trustee as secured party, in such manner and in such places as the initial filings were made, provided that a copy of the filed original financing statement is timely delivered to the Trustee. Unless the Trustee shall have been notified in writing by the Issuer or a Bondholder that the initial filing or description of collateral was or has become defective, the Trustee shall be fully protected in (i) relying on such initial filing and descriptions in filing any financing or continuation statements or modifications thereto pursuant to this Section 11.23 and (ii) filing any continuation statements in the same filing offices as the initial filings were made. The Borrower shall be responsible for the reasonable costs incurred by the Trustee in the preparation and filing of all continuation statements hereunder.

Section 11.24. Requests from Rating Agency.

The Trustee shall promptly respond in writing, or in such other manner as may be reasonably requested, to requests from the Rating Agency for information deemed necessary by the Rating Agency in order to maintain the rating assigned thereby to the Bonds. The Trustee shall

promptly furnish any such requested information in its possession to the Rating Agency and shall, as may be reasonably requested by the Rating Agency, assist in efforts to obtain any necessary information from the Issuer or the Borrower, as applicable.

ARTICLE XII

MODIFICATION OF INDENTURE AND OTHER DOCUMENTS

Section 12.01. Limitation on Amendments to this Indenture.

This Indenture shall not be modified or amended in any respect except as provided in accordance with and subject to the provisions of this Article.

Section 12.02. Amendments to Indenture and Bond Loan Agreement Not Requiring Consent of Bondholders.

(a) the Issuer and the Trustee may, from time to time and at any time, without the consent of Bondholders, enter into agreements supplemental to this Indenture and the Bond Loan Agreement as follows:

(1) to specify and determine any matters and things relative to Bonds which shall not materially adversely affect the interest of the Bondholders;

(2) to cure any formal defect, omission or ambiguity in this Indenture or the Bond Loan Agreement if such action does not materially adversely affect the rights of the Bondholders;

(3) to grant to or confer upon the Trustee for the benefit of the Bondholders any additional rights, remedies, powers, authority or security which may lawfully be granted or conferred and which are not contrary to or inconsistent with this Indenture as heretofore in effect;

(4) to add to the covenants and agreements of the Issuer in this Indenture or the Bond Loan Agreement other covenants and agreements to be observed by the Issuer which are not contrary to or inconsistent with this Indenture or the Bond Loan Agreement as theretofore in effect;

(5) to add to the limitations and restrictions in this Indenture or the Bond Loan Agreement, other limitations and restrictions to be observed by the Issuer which are not contrary to or inconsistent with this Indenture or the Bond Loan Agreement as theretofore in effect;

(6) to confirm, as further assurance, any pledge under and the subjection to any claim, lien or pledge created, or to be created by, this Indenture, of the Revenues or of any other moneys, securities or funds; or

(7) to modify, amend or supplement this Indenture or the Bond Loan Agreement in any respect which, in the judgment of the Trustee, is not materially adverse to the interests of the owners of the Bonds.

(b) Before the Issuer shall enter into any agreement supplemental to this Indenture pursuant to this Section, there shall have been filed with the Trustee an opinion of Bond Counsel stating that such supplemental indenture is authorized or permitted by this Indenture and complies with its terms, and that upon adoption it will be valid and binding upon the Issuer in accordance with its terms. The opinion of Bond Counsel filed with the Trustee shall also state that the effectiveness of the supplemental indenture will not adversely affect the exclusion of interest on the Bonds from gross income for federal income tax purposes.

(c) The Trustee shall send written notice to the Rating Agency, the Remarketing Agent and the Borrower of any amendment to this Indenture or the Bond Loan Agreement.

Section 12.03. Amendments to Indenture Requiring Consent of Bondholders.

(a) Subject to the terms and provisions contained in this Section and not otherwise, the Holders of not less than 66 2/3% in aggregate principal amount of the Bonds then outstanding shall have the right, from time to time, to consent to and approve the execution and delivery by the Issuer and the Trustee of any agreement supplemental to this Indenture as shall be deemed necessary or desirable by the Issuer and the Trustee for the purposes of modifying, altering, amending, adding to or rescinding any of the terms or provisions contained in this Indenture; provided, however, that, unless approved in writing by the Holders of all of the Bonds then Outstanding, nothing herein contained shall permit, or be construed as permitting, (i) a change in the terms of maturity of the principal of or the interest on any Outstanding Bond, or a reduction in the principal amount of any Outstanding Bond or the rate of interest thereon, or (ii) the creation of a claim or lien upon, or a pledge or assignment of, the Trust Estate ranking prior to or on a parity with the claim, lien, assignment or pledge created by this Indenture, or the release of the Trust Estate or any part thereof (except to the extent permitted pursuant to the Documents), or (iii) a preference or priority of any Bond or Bonds over any other Bond or Bonds, or (iv) a reduction in the aggregate principal amount of the Bonds required for any action or consent by Bondholders set forth in this Indenture, including (without limitation) that required for consent to such supplemental indentures. This Section shall not limit or otherwise affect the ability of the Issuer to enter into agreements supplemental to this Indenture without the consent of the Bondholders pursuant to Section 12.02 hereof.

(b) If at any time the Issuer and the Trustee shall determine to enter into any supplemental indenture for any of the purposes of this Section, the Trustee shall cause written notice of the proposed supplemental indenture to be given to all Holders of the Bonds and the Rating Agency; provided, however, that failure to give such notice or any defect therein, shall not affect the validity of any proceedings pursuant hereto. Such notice shall briefly set forth the nature of the proposed supplemental indenture and shall state that a copy thereof is on file at the Trust Office of the Trustee for inspection by all Bondholders.

(c) Within 120 days after the date of giving such notice, the Issuer and the Trustee may enter into such supplemental indenture in substantially the form described in such notice only if

there shall have first been filed with the Issuer and the Trustee (i) the written consents of Holders of not less than 66 2/3% in aggregate principal amount of the Bonds then outstanding (or 100% if required hereunder) and (ii) an opinion of Bond Counsel stating that (1) such supplemental indenture is authorized or permitted by this Indenture and complies with its terms, and that upon adoption it will be valid and binding upon the Issuer in accordance with its terms and (2) the effectiveness of the supplemental indenture will not affect the exclusion of interest on the Bonds from gross income for federal income tax purposes.

(d) If the Holders of not less than the percentage of Bonds required by this Section shall have consented to and approved the supplemental indenture as herein provided, no Holder of any Bond shall have any right to object to such supplemental indenture, or to object to any of the terms and provisions contained therein or the operation thereof, or in any manner to question the propriety thereof, or to enjoin or restrain the Issuer or the Trustee from entering into the same or from taking any action pursuant to the provisions thereof.

(e) Upon the effectiveness of any supplemental indenture entered into pursuant to the provisions of this Section, this Indenture shall be, and be deemed to be, modified and amended in accordance therewith, and the respective rights, duties and obligations under this Indenture of the Issuer, the Trustee and all Holders of Bonds then outstanding shall thereafter be determined, exercised and enforced under this Indenture subject in all respects to such modifications and amendments.

(f) The Trustee shall send written notice to the Rating Agency of any amendment to this Indenture, the Bond Loan Agreement, the Note, or the Bonds.

Section 12.04. Supplemental Indentures Part of Indenture.

Any supplemental indenture entered into in accordance with the provisions of this Article shall thereafter form a part of this Indenture and all the terms and conditions contained in any such supplemental indenture as to any provision authorized to be contained therein shall be and shall be deemed to be a part of the terms and conditions of this Indenture for any and all such purposes.

Section 12.05. Required Consent.

Notwithstanding anything herein to the contrary, the Trustee shall not be required to enter into or consent to any supplemental indenture or any amendment of any other Document that would materially adversely affect the rights, obligations, powers, privileges, indemnities, immunities or other security provided the Trustee herein or therein, except to the extent necessary, as set forth in an opinion of Bond Counsel, to preserve the exclusion of interest on the Bonds from gross income for federal income tax purposes.

Section 12.06. Amendments to Documents Requiring Consent of Bondholders.

Except as provided in Section 12.02 of this Indenture, the Issuer and the Trustee shall not consent to any amendment, change or modification of the Documents without the giving of notice and the written approval or consent of the Holders of the Bonds at the time Outstanding given and procured as provided in Section 12.03 hereof; provided, however, no such separate approval or consent shall be required in connection with the issuance of refunding Bonds if any required

consent of the required number of Holders to the issuance thereof shall have been previously obtained. If at any time the Issuer and the Borrower shall request the consent of the Trustee to any such proposed amendment, change or modification, the Trustee shall cause notice of such proposed amendment, change, or modification to be given in the same manner as provided by Section 12.03 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 Trust Office of the Trustee for inspection by all Bondholders.

ARTICLE XIII

MISCELLANEOUS

Section 13.01. The Issuer's Successors.

In the event of the dissolution of the Issuer, all the covenants, stipulations, promises and agreements in the Indenture contained by or on behalf of, or for the benefit of, the Issuer, shall bind or inure to the benefit of the successors of the Issuer from time to time and any entity, officer, board, commission, agency or instrumentality to whom or to which any power or duty of the Issuer shall be transferred.

Section 13.02. Indenture for Benefit of the Issuer, Trustee and Bondholders.

Except as herein otherwise specifically provided, nothing in this Indenture expressed or implied is intended or shall be construed to confer upon any person, other than the Issuer, the Trustee and the Holders of the Bonds, any right, remedy or claim under or by reason of this Indenture, this Indenture being intended to be for the sole and exclusive benefit of the Issuer and the Trustee and the Holders of the Bonds; provided that this Indenture shall also be for the benefit of the Borrower, and the Borrower shall be deemed to be a third-party beneficiary of and in connection with those matters in which the terms of this Indenture fairly construed are indicative that they are for the benefit of the Borrower.

Section 13.03. Severability.

In case any one or more of the provisions of this Indenture or of the Bonds for any reason, is held to be illegal or invalid such illegality or invalidity shall not affect any other provisions of this Indenture or the Bonds, and this Indenture and the Bonds shall be construed and enforced to the end that the transactions contemplated hereby be effected and the obligations contemplated hereby be enforced as if such illegal or invalid provisions had not been contained therein.

Section 13.04. Officials of the Issuer Not Liable.

No personal recourse may be taken, directly or indirectly, against any past, present or future officer, director, employee or agent of the Issuer with respect to the obligations of the Issuer under this Indenture or any certificate or other writing delivered in connection therewith. The Issuer's immunities and protections from liability and its right to indemnification in connection with the performance of its duties and functions under this Indenture shall extend to the Issuer's past, present and future officers, directors, employees and agents.

Section 13.05. Governing Law.

The laws of the State shall govern the construction of this Indenture and of all Bonds issued hereunder.

Section 13.06. Notices; Publication of Notice.

(a) All notices, advice, certifications or other communications hereunder between the Issuer and the Trustee shall be sufficiently given and shall be deemed given when provided in writing and when delivered by hand or overnight courier, or mailed by certified or registered mail, postage prepaid, return receipt requested, or transmitted by electronic means (including, without limitation, facsimile transmission) addressed to the appropriate Notice Address. The Issuer or the Trustee may, by notice given hereunder, designate any further or different addresses to which subsequent notices, advice, certifications or other communications shall be sent. Notices to persons other than the Issuer or the Trustee (such as, for example, notices to owners of Bonds) shall be governed by the other applicable provisions of this Indenture.

(b) Whenever the Issuer or the Trustee is required or permitted to give or publish notice of any event or occurrence under this Indenture, such notice shall be given or published in such manner and by such means as the Issuer or the Trustee, as the case may be, shall determine to be appropriate. Such publication may be by (but is not limited to) any of the following means: (1) publication in one or more newspapers or trade journals selected by the Issuer or the Trustee, as the case may be; (2) publication by or through one or more financial information reporting services; (3) delivery to the Municipal Securities Rulemaking Board's EMMA System or any successor repository or entity fulfilling a substantially similar or like role; or (4) by mailing a copy of such notice by first class mail, postage prepaid, to the person entitled to receive the notice at such person's address as shown on the records of the Issuer or the Trustee.

Section 13.07. Trustee as Paying Agent and Bond Registrar.

The Trustee is hereby designated and agrees to act as paying agent and Bond registrar for and in respect to the Bonds.

Section 13.08. Execution of Instruments by Bondholders and Proof of Ownership of Bonds.

Any request, direction, consent or other instrument in writing required or permitted by this Indenture to be signed or executed by Bondholders may be in any number of concurrent instruments of similar tenor and may be signed or executed by such Bondholders in person or by agent appointed by an instrument in writing. Proof of the execution of any such instrument and of the ownership of the Bonds shall be sufficient for any purpose of this Indenture and shall be conclusive in favor of the Trustee with regard to any action taken by it under such instrument if made in the following manner:

(a) The fact and date of the execution by any person of any such instrument may be proved by the certificate of any officer in any jurisdiction who, by the laws thereof, has power to take acknowledgments within such jurisdiction, to the effect that the person signing such

instrument acknowledged before him the execution thereof, or by an affidavit of a witness to such execution.

(b) The ownership of Bonds shall be conclusively proved by the registration books kept under the provisions of Section 2.08 of this Indenture.

Nothing contained in this Article shall be construed as limiting the Trustee to such proof, it being intended that the Trustee may accept any other evidence of the matters herein stated which to it may seem sufficient. Any request or consent of the Holder of any Bond shall bind every future Holder of the same Bond in respect of anything done by the Trustee pursuant to such request or consent.

Section 13.09. Counterparts.

This Indenture may be simultaneously executed in several counterparts, each of which shall be an original, but all of which shall constitute but one and the same instrument.

Section 13.10. Patriot Act; OFAC Representations.

Federal law requires all financial institutions to obtain, verify, and record information that identifies each Person who opens an account. Accordingly, the Trustee may require documentation from each non-individual Person such as a business entity, a charity, a trust, or other legal entity verifying its formation as a legal entity and that the Trustee may also request identifying information to sufficiently verify the identities of individuals claiming authority to represent the entity.

The Issuer covenants and represents that neither they nor any of their affiliates, subsidiaries, directors or officers are the target or subject of any sanctions enforced by the US Government, (including, the Office of Foreign Assets Control of the US Department of the Treasury (“OFAC”)), the United Nations Security Council, the European Union, HM Treasury, or other relevant sanctions authority (collectively “Sanctions”).

The Issuer covenants and represents that neither they nor any of their affiliates, subsidiaries, directors or officers will use any payments made pursuant to this Indenture, (i) to fund or facilitate any activities of or business with any person who, at the time of such funding or facilitation, is the subject or target of Sanctions, (ii) to fund or facilitate any activities of or business with any country or territory that is the target or subject of Sanctions, or (iii) in any other manner that will result in a violation of Sanctions by any person.

Section 13.11. FHA Federal Laws and Requirements Control.

Notwithstanding anything in this Indenture or the Bond Loan Agreement to the contrary:

(a) Borrower, Trustee and the Issuer acknowledge that this Indenture, and any obligations of Borrower hereunder, are subject and subordinate to the Lender Loan Documents. Notwithstanding any provision in this Indenture to the contrary, no obligations of the Borrower hereunder shall be payable except from (A) Surplus Cash (as defined in the HUD Regulatory Agreements), (B) funds that are not derived from (i) revenues of the Development or (ii) any

reserve or deposit made with the Lender or any other party as required by HUD in connection with the Lender Loan Documents, or (C) the Lender Funds which have been deposited into the Collateral Fund by or at the direction of the Lender (collectively, "Non-Project Sources"). No claims or actions shall be made (or payable) under this Indenture against the Development, the Lender, the proceeds of the Lender Borrower Notes, or the assets of the Borrower, except from Non-Project Sources. In addition, the rights and obligations of the parties under this Indenture and all other documents evidencing, implementing, or securing this Indenture (collectively, the "Subordinate Bond Documents") are and shall be subordinated in all respects, rights and obligations of the parties to and under the Lender Loan Documents. In the event of any conflict between the provisions of (i) this Indenture or the Subordinate Bond Documents and (ii) the provisions of the Lender Loan Documents or the Program Obligations (as defined in the Lender Mortgages), GNMA statutory, regulatory or administrative requirements, the provisions of the Lender Loan Documents, the Program Obligations or the GNMA statutory, regulatory or administrative requirements, as applicable, shall control. The provisions of this Section 13.11 shall control over any inconsistent provisions in this Indenture or the Subordinate Bond Documents.

(b) Any subsequent amendment to this Indenture or the Bond Loan Agreement is subject to prior written approval of HUD (so long as the Development is subject to a mortgage insured or held by HUD). No amendment to this Indenture or the Bond Loan Agreement shall conflict with the provisions of the Program Obligations.

(c) The Bonds are not a debt of the United States of America, HUD, FHA, GNMA or any other agency or instrumentality of the federal government, and are not guaranteed by the full faith and credit of the United States or any agency or instrumentality thereof.

(d) There is no pledge hereunder or under the Bond Loan Agreement of the gross revenues or any of the assets of the Development.

(e) Neither a default under this Indenture nor under the Bond Loan Agreement shall constitute a default under the Lender Loan Documents related to the Development.

(f) Nothing contained herein or in the Bond Loan Agreement shall inhibit or impair the right of FHA to require or agree to any amendment, change or modification of any Lender Loan Documents related to the Development for the purpose of curing any ambiguity, or of curing, correcting or supplementing any defective or inconsistent provision contained therein, or in regard to matters or questions arising under said Lender Loan Documents so long as any such amendment, change or modification shall not adversely affect the payment terms of the Bonds.

(g) None of the Issuer, the Trustee, or any of the owners of the Bonds has or shall be entitled to assert any claim against the Development, any reserves or deposits required by HUD in connection with the Development, or the rents or deposits or other income of the Development.

(h) Proceeds from any condemnation award or from the payment of a claim under any hazard insurance policy relating to the Development will not be payable to the Trustee, but will be payable in accordance with the Lender Loan Documents.

(i) In the event of an assignment or conveyance of the Lender Loans to the Federal Housing Commissioner, subsequent to the issuance of the Bonds, all money remaining in all funds

and accounts under this Indenture other than the Rebate Fund, and any other funds remaining under this Indenture after payment or provision for payment of debt service on the Bonds and the fees and expenses of the Issuer, the Trustee, and other such parties unrelated to the Borrower (other than funds originally deposited by the Borrower or related parties with the Trustee on or before the date of issuance of the Bonds) shall be returned to the Lender.

Notwithstanding anything in this Indenture (with the exception of Section 13.11(i)), the Bond Loan Agreement, the Note or the Bond Purchase Agreement to the contrary, in no event shall HUD have any claim to or lien upon the Trust Estate under this Indenture and funds held by the Trustee under this Indenture and pledged to secure the repayment of the Bonds. Further, nothing herein shall restrict the rights and obligations of the parties as they relate to the Bonds and the rights and obligations therein are not subordinated.

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**SIGNATURE PAGE TO
TRUST INDENTURE
(San Jose Apartments)**

IN WITNESS WHEREOF, the Issuer has caused this Indenture to be signed and sealed in its name by its authorized officers, and the Trustee has caused this Indenture to be signed and sealed in its name by its duly authorized officers, all as of the day and year first above written.

**OSCEOLA COUNTY HOUSING FINANCE
AUTHORITY**

By: _____
Duane Owen, Chair

(SEAL)

**SIGNATURE PAGE TO
TRUST INDENTURE
(San Jose Apartments)**

**THE BANK OF NEW YORK MELLON TRUST
COMPANY, N.A., as Trustee**

By: _____

**SIGNATURE PAGE TO
TRUST INDENTURE
(San Jose Apartments)**

CONSENT AND AGREEMENT OF BORROWER

For and in consideration of the issuance of the Bonds by the Issuer, the Borrower consents to and approves the Indenture in all respects. In addition, the Borrower agrees that whenever the Indenture by its terms imposes any duty or obligation on the Borrower, such duty or obligation shall be binding upon the Borrower to the same extent as if the Borrower were an express party to the Indenture, and the Borrower agrees to carry out and perform its duties and obligations thereunder.

BORROWER:

SAN JOSE PRESERVATION, LTD., a Florida
limited partnership

By: **SAN JOSE PRESERVATION GP LLC**, a
Delaware limited liability company, its
general partner

By: _____
Russell Condas
Vice President

EXHIBIT A
FORM OF BONDS

No. R-1

[\$27,500,000]

UNITED STATES OF AMERICA
STATE OF FLORIDA

[\$27,500,000]
OSCEOLA COUNTY HOUSING FINANCE AUTHORITY
MULTIFAMILY HOUSING REVENUE BONDS,
2025 SERIES ____
(SAN JOSE APARTMENTS)

THIS BOND AND THE ISSUE OF WHICH IT FORMS A PART ARE NOT GENERAL OBLIGATIONS OF THE ISSUER BUT ARE REVENUE OBLIGATIONS PAYABLE SOLELY FROM THE MONEYS AND PROPERTIES PLEDGED FOR PAYMENT THEREOF. THE ISSUER HAS NO TAXING POWER.

Unless this Bond is presented by an authorized representative of the Securities Depository (as defined in the Indenture) to the Trustee for registration of transfer, exchange or payment, and any Bond issued is registered in the name of Cede & Co. or in such other name as is requested by an authorized representative of the Securities Depository (and any payment is made to Cede & Co. or to such other entity as is requested by an authorized representative of the depository), any transfer, pledge or other use hereof for value or otherwise by or to any person is wrongful inasmuch as the registered owner hereof, Cede & Co., has an interest herein.

<u>DATED DATE</u>	<u>INTEREST RATE</u>	<u>MANDATORY TENDER DATE</u>	<u>MATURITY DATE</u>	<u>CUSIP NUMBER</u>
_____, 2025	____%	____ 1, 202__	____ 1, 202__	

Registered Owner: CEDE & CO.

Principal Amount: [TWENTY-SEVEN MILLION, FIVE HUNDRED THOUSAND AND NO/100 DOLLARS]

FOR VALUE RECEIVED, the Osceola County Housing Finance Authority (“the Issuer”), a public body corporate and politic duly organized and existing under the laws of the State of Florida (the “State”), hereby promises to pay (but only out of the Trust Estate pledged therefor) to the registered owner identified above, or its successor or registered assignee or legal representative, unless previously called for redemption or mandatory tender, the principal amount set forth above, on the Maturity Date identified above, in lawful money of the United States of America which on the date of payment is legal tender for the payment of public and private debts, upon the presentation and surrender of this Bond at the corporate trust office of The Bank of New York Mellon Trust Company, N.A., a national banking association, as trustee, or its successor in trust (the “Trustee”), and to pay interest thereon (but only out of the Revenues) to the registered owner hereof from the Dated Date identified above until maturity, at the Interest Rate per annum

identified above to the Mandatory Tender Date, and thereafter at the Remarketing Rate (subject to adjustment or change as herein provided), payable at the times and in the manner hereinafter set forth. Principal hereof shall be payable, upon the request of any registered holder of Bonds on the applicable Record Date having an aggregate principal amount of \$1,000,000 or more, by wire transfer of immediately available funds from the Trustee to the bank and account number specified by such holder to the Trustee in writing. All interest hereon shall be paid by check or draft mailed by the Trustee to the registered owner hereof at his address as it appears on the registration books of the Issuer, or, upon the request of any registered holder of Bonds having an aggregate principal amount of \$1,000,000 or more, by wire transfer of immediately available funds from the Trustee to the bank and account number provided by such registered owner to the Trustee in writing, such interest to the maturity hereof being payable semi-annually on each _____ 1 and _____ 1, commencing _____ 1, 2025, in lawful money of the United States of America which on the respective dates of payment thereof is legal tender for the payment of public and private debts.

NONE OF THE ISSUER, THE STATE OR ANY POLITICAL SUBDIVISION THEREOF SHALL BE OBLIGATED TO PAY THE BONDS OR THE INTEREST THEREON EXCEPT FROM THE REVENUES AND ASSETS PLEDGED BY THE ISSUER FOR THE PAYMENT THEREOF AND NEITHER THE FAITH AND CREDIT NOR THE TAXING POWER OF THE ISSUER, THE STATE OR ANY POLITICAL SUBDIVISION THEREOF IS PLEDGED TO THE PAYMENT OF THE PRINCIPAL THEREOF OR THE INTEREST THEREON. THE BONDS SHALL BE SOLELY THE OBLIGATIONS OF THE ISSUER AND NOT OF THE STATE OR ANY POLITICAL SUBDIVISION THEREOF. THE BONDS SHALL BE PAYABLE SOLELY OUT OF THE INCOME, REVENUES AND RECEIPTS DERIVED OR TO BE DERIVED FROM THE FUNDS AND ACCOUNTS HELD UNDER AND PURSUANT TO THE INDENTURE AND SUCH OTHER PROPERTY CONSTITUTING THE TRUST ESTATE PLEDGED UNDER THE INDENTURE. THE BONDS SHALL BE REVENUE OBLIGATIONS OF THE ISSUER AND DO NOT CONSTITUTE AN OBLIGATION, EITHER GENERAL OR SPECIAL, OF THE STATE OR ANY POLITICAL SUBDIVISION THEREOF WITHIN THE MEANING OF ANY CONSTITUTIONAL OR STATUTORY PROVISION WHATSOEVER.

This Bond is one of an issue of the **[\$27,500,000]** Osceola County Housing Finance Authority Multifamily Housing Revenue Bonds, 2025 Series ____ (San Jose Apartments) (the “Bonds”), of like date and tenor, except as to number and denomination, issued under and pursuant to the laws of the State, Florida Housing Finance Authority Law, Sections 159.601 et seq., Florida Statutes, as amended, and Ordinance No. #81-4 enacted on September 28, 1981, and effective November 3, 1981 (the “Ordinance”) and a Resolution of the Issuer adopted on _____, 202____ (together, the “Act”), for the purpose of financing a portion of the costs of the acquisition, rehabilitation, installation and equipping by San Jose Preservation, Ltd., a Florida limited partnership (the “Borrower”), of a 121-unit multifamily rental housing facility to be occupied by persons of low, middle or moderate income to be known as San Jose Apartments and located at 2353 Winter Woods Boulevard in the City of Winter Park in Seminole County, Florida (the “Development”). The proceeds of the Bonds are being loaned to the Borrower by the Issuer under a Loan Agreement dated as of _____ 1, 2025 between the Borrower and the Issuer (the “Bond Loan Agreement”) and evidenced by a Promissory Note dated the Closing Date from the Borrower to the Issuer (the “Note”).

The Bonds are issued under a Trust Indenture dated as of _____ 1, 2025, between the Issuer and the Trustee (the “Trust Indenture”), and, to the extent provided therein, are, together with all other Bonds that may be issued thereunder, equally and ratably secured and entitled to the protection given by the Trust Indenture. Pursuant to the Trust Indenture, the Issuer has assigned to the Trustee (among other things) the Revenues. Pursuant to the Note and the Bond Loan Agreement, payments sufficient for the prompt payment when due of the principal of and interest on the Bonds are to be paid by the Borrower to the Trustee for the account of the Issuer. The obligations of the Borrower under the Note and the Bond Loan Agreement are secured by the proceeds of the Bonds deposited into the Proceeds Account of the Project Fund created pursuant to Section 4.01 of the Trust Indenture, and from moneys deposited into the Collateral Fund created pursuant to Section 4.01 of the Trust Indenture.

Reference is made to the Trust Indenture, the Note and the Bond Loan Agreement and to all amendments and supplements thereto for a description of the property pledged and assigned and the provisions, among others, with respect to the nature and extent of the security, the rights, duties and other obligations of the Issuer and the Trustee, the terms on which the Bonds are issued and secured, the rights of the holders of the Bonds and provisions for defeasance of such rights. Capitalized terms used herein have the same meaning as set forth in the Trust Indenture. The terms and conditions set forth herein concerning payment and other rights and remedies of the owners of the Bonds are descriptive only and are subject in all cases to the terms and conditions as set forth in the Trust Indenture.

This Bond is negotiable and is transferable, as provided in the Trust Indenture, only upon the books of the Issuer kept at the office of the Trustee, by the registered owner hereof in person or by his duly authorized attorney, and may be exchanged for new Bonds of the same aggregate principal amount of authorized denominations, maturity and interest rate, in registered form, but only upon presentation and surrender of this Bond, all in the manner and subject to the limitations and conditions provided in the Trust Indenture. The Issuer and the Trustee may deem and treat the person in whose name this Bond is registered as the absolute owner hereof for all purposes; and neither the Issuer nor the Trustee shall be affected by any notice to the contrary.

The Bonds are issuable in the form of registered Bonds without coupons in denominations of \$5,000 each or any integral multiple of \$1,000 in excess thereof.

The Bonds are subject to mandatory tender in whole and not in part on the Mandatory Tender Date specified above and shall be purchased at a price equal to 100 percent of the principal amount of such Bonds, plus accrued interest, if any to the Mandatory Tender Date, and without premium, as set forth in the Indenture.

The Bonds are subject to optional redemption prior to their stated maturity, at par as set forth in the Indenture. Upon presentation and surrender of the Bonds by the Holder on the date fixed for redemption, the Holder shall be paid the principal amount of the Bonds to be redeemed, plus accrued interest on such Bonds to the redemption date.

In certain events, on the conditions, in the manner and with the effect set forth in the Trust Indenture, the principal of all the Bonds then outstanding under the Trust Indenture may become

or may be declared due and payable before the stated maturities thereof, together with the interest accrued thereon.

The Holder of this Bond shall have no right to enforce the provisions of the Trust Indenture, or to institute action to enforce the covenants therein, or to take any action with respect to any default under the Trust Indenture, or to institute, appear in or defend any suit or other proceeding with respect thereto, except as provided in the Trust Indenture. The Trustee shall treat the registered owner of this Bond as the person exclusively entitled to payment of principal and interest, and the exercise of all rights and powers of the owner of this Bond.

All acts, conditions and things required by the statutes of the State, the Act and the Trust Indenture to exist, to have happened and to have been performed precedent to and in the issuance of this Bond, do exist, have happened and have been performed.

In any case where the date of maturity of or interest on this Bond shall not be a Business Day, then payment of interest or principal need not be made on such date but may be made on the next succeeding Business Day with the same force and effect as if made on the date of maturity.

This Bond shall not be entitled to any benefit under the Trust Indenture, or be valid or become obligatory for any purpose, until the Trustee shall have executed the Certificate of Authentication appearing hereon.

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK]

IN WITNESS WHEREOF, the OSCEOLA COUNTY HOUSING FINANCE AUTHORITY has caused this Bond to be executed in its name and on its behalf by the manual or facsimile signature of its Chair and has caused its official seal (or a facsimile thereof) to be reproduced hereon and attested by the manual or facsimile signature of its Vice Chair or an Assistant Secretary.

**OSCEOLA COUNTY HOUSING FINANCE
AUTHORITY**

By: _____
Duane Owen, Chair

ATTEST:

By: _____
George S. Flint
Assistant Secretary

CERTIFICATE OF AUTHENTICATION

This Bond is one of the Bonds described in the Trust Indenture referred to in this Bond.

**THE BANK OF NEW YORK MELLON TRUST
COMPANY, N.A., as Trustee**

By: _____
Authorized Signatory

Date of Authentication: _____

FORM OF ASSIGNMENT

FOR VALUE RECEIVED, the undersigned hereby sells, assigns, and transfers unto

(Please Print or Type Name and Address of Assignee)

Social Security or Taxpayer Identification Number: _____

the within bond and all rights thereunder, and hereby irrevocably constitutes and appoints

Attorney to transfer the said bond on the books of the within named issuer maintained by the
Trustee for the registration thereof, with full power of substitution in the premises.

Notice: The signature to this assignment must
correspond with the name as it appears on the face of
the within bond in every particular, without
alteration or enlargement or any change whatever.
The signature must be guaranteed.

Signature guaranteed by:

[Bank, Trust Company or Firm]

Authorized Signature

(Signature(s) must be guaranteed by a broker or other financial institution which is a participant in
the Securities Transfer Agent's Medallion Program (STAMP, SEMP, MSP)).

EXHIBIT B

FORM OF REQUISITION (PROCEEDS ACCOUNT/EQUITY ACCOUNT)

BORROWER: SAN JOSE PRESERVATION, LTD.

PROJECT: SAN JOSE APARTMENTS

REQUISITION NO.: _____

In the Amount of \$ _____

TO: The Bank of New York Mellon Trust Company, N.A., as trustee

The Borrower hereby requests payments in the following amounts, from the following sources and to be made to the following parties, all as set forth on the Request for Payment attached to this Requisition:

<u>Amount</u>	<u>Source</u>	<u>Payable to:</u>
	[identify name of Account and Fund]	[Borrower's account number] [third party payment/wire instructions must be attached]

Requisition Contents and Attachments

Borrower's Representations and Warranties

Contractor's Application and Certification for Payment (AIA Form G 702)

Requisitions and Invoices Supporting Application

Representations and Warranties

1. To the Borrower's knowledge, no changes have been made in the Plans and Specifications which require and have not received the prior approval of any Governmental Authority having jurisdiction over the Development or any other parties from whom such approval is required.
2. To the Borrower's knowledge, the rehabilitation and equipping of the Development has been performed substantially in accordance with the Plans and Specifications.
3. Funding of this Requisition shall be in accordance with the terms and provisions of (i) the Loan Agreement dated as of _____ 1, 2025 (the "Agreement") and (ii) the Trust Indenture dated as of _____ 1, 2025 with respect to the Bonds (the "Indenture").
4. All monies requisitioned by the Borrower for acquisition and rehabilitation and disbursed by the Trustee under previously approved requisitions have been paid to the Contractor or other contractor or supplier or other party entitled to payment and, to Borrower's best knowledge, all subcontractors, vendors and suppliers; all other funds requisitioned by the

Borrower and disbursed by the Trustee under previously approved requisitions have been expended for the purpose for which they were requisitioned.

5. All of the information submitted to the Trustee in connection with this Requisition is true and accurate as of the date of submission.
6. The representations and warranties set forth in the Documents are true and correct as of the date hereof with the same effect as if made on this date unless such representation or warranty relates to a specific time.
7. The Borrower represents and warrants that (i) there has occurred no Event of Default or event which, with the passage of time or the giving of notice or both, would constitute an Event of Default on the part of the Borrower under the terms of the Documents, (ii) except as previously disclosed by the Borrower to the Issuer, the Borrower has not received notice from or been informed by any Governmental Authority of any alleged deficiencies in the work performed to date or any deviation of such work from Plans and Specifications or notice of any assertion of a claim that the Development has not been constructed in accordance with all applicable requirements, and (iii) the Documents are in full force and effect.
8. The Borrower represents and warrants that, following the disbursement by the Trustee of the aggregate amounts requested under these Requisitions, not less than 95% of all amounts paid from proceeds of the Bonds disbursed will have been applied to the payment of Qualified Project Costs and that to the extent that amounts have been applied or drawn incorrectly, such amounts shall be deemed reallocated to Qualified Project Costs as set forth in the Proceeds Certificate of the Borrower delivered upon issuance of the Bonds.
9. All capitalized terms used herein and not otherwise defined shall have the meanings ascribed thereto under the Indenture.

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK]

Executed this ____ day of _____, 20__.

BORROWER:

SAN JOSE PRESERVATION, LTD., a Florida
limited partnership

By: **SAN JOSE PRESERVATION GP LLC**, a
Delaware limited liability company, its
general partner

By: _____
Russell Condas
Vice President

CONTRACTOR'S APPLICATION FOR PAYMENT

[Exclude from Copy Submitted to Trustee.]

REQUISITIONS AND INVOICES

[Exclude from Copy Submitted to Trustee.]

EXHIBIT C
FORM OF REQUISITION

(Costs of Issuance Fund)

[\$27,500,000]

**OSCEOLA COUNTY HOUSING FINANCE AUTHORITY
MULTIFAMILY HOUSING REVENUE BONDS,
2025 SERIES ____
(SAN JOSE APARTMENTS)**

Dated: _____

Costs of Issuance Requisition No. ____

TO: The Bank of New York Mellon Trust Company, N.A., as trustee (the “Trustee”) under the Trust Indenture dated as of _____ 1, 2025, with the Osceola County Housing Finance Authority (the “Indenture”).

Terms used herein and not otherwise defined shall have the meanings given to such terms in the Indenture.

The undersigned, Authorized Borrower Representative of San Jose Preservation, Ltd., (the “Borrower”), hereby certifies to you that he/she is authorized and empowered to submit this requisition to you and that attached hereto as Schedule “A” is a schedule of costs of issuance incurred in connection with the issuance of the above described Bonds, including the names and addresses of the payees and the specific amounts payable to each such payee, and that to the best of the undersigned’s information and belief, such amounts are true and correct.

This requisition is being delivered to you in accordance with the referenced Indenture pursuant to which the Bonds were issued. You are hereby instructed to withdraw from Costs of Issuance Fund created under the Indenture the amounts shown across from each payee listed on Schedule “A” hereto and pay such amounts to each such payee by check delivered by first class mail or by such other means as is acceptable to you and any such payee.

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK]

IN WITNESS WHEREOF, the undersigned has signed this Requisition by and on behalf of the Borrower.

SAN JOSE PRESERVATION, LTD., a Florida
limited partnership

By: **SAN JOSE PRESERVATION GP LLC**, a
Delaware limited liability company, its
general partner

By: _____
Russell Condas
Vice President

SECTION 2

EXHIBIT A-2

SUBORDINATE NOTE REGISTRAR AGREEMENT

SUBORDINATE REVENUE NOTE REGISTRAR AGREEMENT

This **SUBORDINATE REVENUE NOTE REGISTRAR AGREEMENT** (the “Agreement”), dated as of _____ 1, 2025, by and between the **OSCEOLA COUNTY HOUSING FINANCE AUTHORITY** (the “Issuer”), **SAN JOSE PRESERVATION, LTD.** (the “Borrower”) and **THE BANK OF NEW YORK MELLON TRUST COMPANY, N.A.**, a national banking association having its designated office in Jacksonville, Florida (the “Bank”);

W I T N E S S E T H:

WHEREAS, the Legislature of the State has enacted the Housing Finance Authority Law, Part IV, Chapter 159, of the Florida Statutes, as amended, (the “Act”), pursuant to which the State has empowered each county in the State to create by ordinance a separate public body corporate and politic, to be known as a housing finance authority of the county for which it was created, for the purpose of alleviating a shortage of housing and creating capital for investment in housing in the area of operation of such housing finance authority; and

WHEREAS, the Issuer is authorized and empowered by the Florida Housing Finance Authority Law, Sections 159.601 et seq., Florida Statutes, as amended, and Ordinance No. #81-4 enacted on September 28, 1981, and effective November 3, 1981, and that certain Interlocal Agreement dated October 22, 2025, between Seminole County, Florida and the Issuer (collectively, the “Act”), to finance multifamily rental housing within Seminole County, Florida (the “County”) by issuing its revenue bonds to provide funds to finance the acquisition, rehabilitation and development thereof; and

WHEREAS, the Act authorizes the Issuer: (a) to make loans to any person, or to purchase loans, including federally insured mortgage loans, in order to provide financing for residential rental developments located within the Issuer's area of operations, which are to be occupied by persons of moderate, middle or lesser income; (b) to issue its revenue bonds pursuant to the Act, for the purpose of obtaining money to make or to purchase such loans and provide such financing, to establish necessary reserve funds and to pay administrative costs and other costs incurred in connection with the issuance of such bonds and notes; and (c) to pledge all or any part of the revenues, and receipts to be received by the Issuer from or in connection with such loans, and to mortgage, pledge, or grant security interests in such loans in order to secure the payment of the principal or redemption price of and interest on such bonds and notes; and

WHEREAS, the Borrower has requested that the Issuer issue and deliver its Subordinate Multifamily Housing Revenue Note, 2025 Series C (San Jose Apartments) (the “Subordinate Revenue Note”) in the original principal amount of \$8,000,000, directly to Royal Abstract Intermediary LLC (the “Qualified Intermediary”), as qualified intermediary under Exchange No. 55258, on behalf of San Jose Associates, Ltd., a limited partnership duly organized and existing under the laws of the State of Florida (the “Subordinate Lender”), in order to reimburse the Borrower for a portion of the cost of the acquisition, rehabilitation, installation and equipping of a 121-unit multifamily rental housing facility project to be occupied by persons of low, middle or moderate income and related personal property and equipment, and located in the City of Winter Park, Seminole County, Florida; and

WHEREAS, the Subordinate Revenue Note will be issued pursuant to the Subordinate Loan Agreement, dated as of _____ 1, 2025, between the Issuer and the Borrower (the “Subordinate Loan Agreement”); and

WHEREAS, the Issuer desires to designate the Bank to act as the Registrar for the Subordinate Revenue Note under the Subordinate Loan Agreement and perform the functions of the Registrar as set forth therein, in particular but not limited to Section 3.1 thereof; and

WHEREAS, the Issuer, the Borrower and the Bank desire to set forth the Bank's compensation to be paid to the Bank for its services as Registrar.

NOW, THEREFORE, it is agreed by the parties hereto as follows:

Section 1. Duties. The Bank agrees to serve as Registrar for the Subordinate Revenue Note and to perform the duties of Registrar as specified in or contemplated by the Subordinate Loan Agreement.

Section 2. Obligation to Act. The Bank shall be obligated to act only in accordance with the Subordinate Loan Agreement and any written instructions received in accordance therewith; provided, however, that the Bank is authorized hereby to comply with any orders, judgments or decrees of any court with or without jurisdiction and shall not be liable as a result of its compliance with the same.

Section 3. Reliance by Bank. The Bank may rely absolutely upon the genuineness and authorization of the signature and purported signature of any party upon any instruction, notice, release, request, affidavit or other document delivered to it pursuant to the Subordinate Loan Agreement.

Section 4. Counsel; Limited Liability. The Bank may consult with counsel of its own choice and shall have sole and complete authorization and protection for any action taken or suffered by it under the Subordinate Loan Agreement in good faith and in accordance with the opinion of such counsel. The Bank shall otherwise not be liable for any mistakes of fact or errors of judgment, or for any acts or omissions of any kind unless caused by its willful misconduct or negligence.

Section 5. Fees and Expenses. In consideration of the services rendered by the Bank as Registrar, the Borrower agrees to and shall pay to the Bank its proper fees and all expenses, charges, attorneys' fees and other disbursements incurred by it or its attorneys, agents and employees in and about the performance of its powers and duties as Registrar, as set forth in the attached Exhibit A.

To the extent permitted by law, the Borrower shall pay to the Bank for any extraordinary services or expenses performed or incurred by the Bank in connection with its duties under this Agreement (including reasonable fees, costs and expenses of counsel, auditors or other experts), if notified in writing prior to the performance of those services or the incurring of those expenses. The Borrower further agrees to indemnify and hold the Bank harmless against any liabilities which it may incur in the exercise and performance of its powers and duties hereunder and which are not due to its negligence or willful misconduct. Indemnification provided under this Section 5 shall

survive the termination of this Agreement or the earlier resignation or removal of the Bank as Registrar.

No provision of this Agreement shall require the Bank to risk or expend its own funds.

Section 6. Furnishing Information; Authorization; Notices. The Bank shall, at all times, when requested to do so by the Issuer in writing or by facsimile, furnish full and complete information pertaining to its functions as the Registrar with regard to the Subordinate Revenue Note, and shall without further authorization, execute all necessary documents with reference thereto. All notices, certificates or other communications hereunder shall be deemed sufficiently given when delivered or when mailed by registered or certified mail, postage prepaid, return receipt requested, addressed as follows:

- (a) If to the Issuer: Osceola County Housing Finance Authority
c/o Governmental Management Services - Central Florida
LLC
219 East Livingston Street
Orlando, FL 32801
Attention: George S. Flint
- (b) If to the Borrower: San Jose Preservation, Ltd.
401 Wilshire Boulevard, 11th Floor
Santa Monica, CA 90401
Attention: Russell Condas
Email: rcondas@lincolnavecap.com
Attention: Hanna Jamar, Esq.
Email: hanna@lincolnavecap.com

and a copy to:

Cohen & Liuzo, PLLC
169 Madison Avenue, Suite 15054
New York, NY 10016
Attention: Eleor Cohen, Esq.
Telephone: 347-886-4118
Email: ecohen@cohenliuzo.com

Stearns Weaver Miller Weissler
Alhadeff & Sitterson, P.A.
150 W. Flagler Street
Miami, FL 33130
Attention: Brian McDonough, Esquire
Telephone: (305) 789-3350
Email: bmcdonough@stearnsweaver.com

- (c) If to the Registrar: The Bank of New York Mellon Trust Company, N.A.
4655 Salisbury Rd., Suite 300
Jacksonville, FL 32256

Attention: Lori Cardey
Telephone: 904-645-1982
Email: lori.cardey@bny.com

Section 7. Cancellation of Agreement; Termination. The Issuer or the Registrar may, at its option, cancel this Agreement after giving thirty (30) days written notice to the other party of its intention to cancel, and this Agreement may be canceled at any time by mutual consent of the parties hereto; provided, however, that the effective date of any early termination of this Agreement shall not occur at any time which would disrupt, delay or otherwise adversely affect the payment of the Subordinate Revenue Note. This Agreement shall terminate without further action upon final payment of the Subordinate Revenue Note and the interest appertaining thereto. The Borrower may not cancel this Agreement without the written consent of the Issuer. If the 30-day notice period expires and no successor has been appointed, the Bank, at the expense of the Borrower, has the right to petition a court of competent jurisdiction to appoint a successor under this Agreement.

Section 8. Surrender of Funds; Registration Records; Notification of Subordinate Revenue Noteholders. In the event of a cancellation of this Agreement, the Bank shall, upon demand, surrender all registration books and related records. The Issuer shall, in such event, at its expense should it cancel this Agreement, notify the Borrower and all holders of the Subordinate Revenue Note of the appointment and name of the successor, by providing notice by mail, postage prepaid, to all Subordinate Revenue Noteholders at their addresses as they appear on the registration books of the Registrar. If the Bank shall cancel this Agreement, such expense shall be borne by the Bank.

Section 9. Concerning the Bank.

(a) The Bank shall have only those duties as are specifically provided herein, which shall be deemed purely ministerial in nature, and shall have the right to perform any of its duties hereunder through agents, attorneys, custodians or nominees. The Bank shall not be answerable for other than its negligence or willful misconduct. The permissive right of the Bank to do things enumerated in this Agreement shall not be construed as a duty, and the Bank shall not be answerable for other than its negligence or willful misconduct.

(b) The Bank shall have no responsibility for the form of inscription of ownership upon any Subordinate Revenue Note certificate which has been made in accordance with directions of the Issuer, the Issuer's underwriter, a broker or a holder of a Subordinate Revenue Note. Except for information provided by the Bank concerning the Bank, the Bank shall have no responsibility for any information in any official statement or other disclosure material distributed with respect to the Subordinate Revenue Notes, and the Bank shall have no responsibility for compliance with any state or federal securities laws in connection with the Subordinate Revenue Notes. The Bank may conclusively rely and shall be protected in acting or refraining from acting upon any resolution, certificate, statement, instrument, opinion, report, notice, request, direction, consent, order, bond, debenture, note, other evidence of indebtedness or other paper or document reasonably believed by it to be genuine and to have been signed by the proper person or persons and shall not be held to have notice of any change of authority of any person, until receipt of written notice thereof from the Issuer. The Bank shall also be protected in recognizing Subordinate

Revenue Note certificates which it reasonably believes to bear the proper manual or facsimile signatures on behalf of the Issuer.

(c) The Bank shall not be under any obligation to prosecute any action or suit in respect of the agency relationship or to institute, appear in or defend any suit or other proceeding in connection therewith, unless requested in writing so to do by the Subordinate Revenue Noteholders of not less than 51% in aggregate principal amount of the Subordinate Revenue Notes then Outstanding, and if in its opinion such action may tend to involve it in expense or liability, unless furnished, from time to time as often as it may require, with security and satisfactory indemnity. In any action or suit the Borrower shall indemnify and hold harmless the Bank for any expense or liability growing out of such action or suit by or against the Bank in its agency capacity; provided, however, that no such reimbursement shall be made for any expense or liability arising as a result of Bank's negligence or willful misconduct. No provision of this Agreement shall require the Bank to risk or expend its own funds.

(d) The Bank shall not be responsible or accountable for the use or application by the Borrower of any of the Subordinate Revenue Notes or the proceeds thereof. The Bank shall not be responsible or liable for any failure or delay in the performance of its obligation under this Agreement arising out of or caused, directly or indirectly, by circumstances beyond its reasonable control, including, without limitation, acts of God; earthquakes; fire; flood; wars; terrorism; military disturbances; sabotage; epidemic; pandemic; riots; interruptions; loss or malfunctions of utilities, computer (hardware or software) or communications services; accidents; labor disputes; acts of civil or military authority or governmental action; it being understood that Bank shall use commercially reasonable efforts which are consistent with accepted practices in the banking industry to resume performance as soon as reasonably practicable under the circumstances.

(e) Anything in this Agreement to the contrary notwithstanding, in no event shall the Bank be liable for special, punitive, indirect or consequential loss or damage of any kind whatsoever (including but not limited to lost profits), even if the Bank has been advised of the likelihood of such loss or damage and regardless of the form of action.

(f) The Bank shall have the right to accept and act upon instructions, including funds transfer instructions ("Instructions") given pursuant to this Agreement and delivered using Electronic Means; provided, however, that the Issuer and the Borrower shall each provide to the Bank an incumbency certificate listing officers with the authority to provide such Instructions ("Authorized Officers") and containing specimen signatures of such Authorized Officers, which incumbency certificate shall be amended by the Issuer or the Borrower whenever a person is to be added or deleted from the listing. If the Issuer or the Borrower, as applicable, elects to give the Bank Instructions using Electronic Means and the Bank in its discretion elects to act upon such Instructions, the Bank's understanding of such Instructions shall be deemed controlling. Each of the Issuer and the Borrower understands and agrees that the Bank cannot determine the identity of the actual sender of such Instructions and that the Bank shall conclusively presume that Instructions that purport to have been sent by an Authorized Officer listed on the incumbency certificate provided to the Bank have been sent by such Authorized Officer. The Issuer and the Borrower shall be responsible for ensuring that only Authorized Officers transmit such Instructions to the Bank and that the Issuer, the Borrower and all Authorized Officers are solely responsible to safeguard the use and confidentiality of applicable user and authorization codes, passwords and/or

authentication keys upon receipt by the Issuer or the Borrower, as applicable. The Bank shall not be liable for any losses, costs or expenses arising directly or indirectly from the Bank's reliance upon and compliance with such Instructions notwithstanding such Instructions conflict or are inconsistent with a subsequent written Instruction. Each of the Issuer and the Borrower agrees: (i) to assume all risks arising out of the use of Electronic Means to submit Instructions to the Bank, including without limitation the risk of the Bank acting on unauthorized Instructions, and the risk of interception and misuse by third parties; (ii) that it is fully informed of the protections and risks associated with the various methods of transmitting Instructions to the Bank and that there may be more secure methods of transmitting Instructions; (iii) that the security procedures (if any) to be followed in connection with its transmission of Instructions provide to it a commercially reasonable degree of protection in light of its particular needs and circumstances and (iv) to notify the Bank immediately upon learning of any compromise or unauthorized use of the security procedures. "Electronic Means" shall mean the following communications methods: e-mail, facsimile transmission, secure electronic transmission containing applicable authorization codes, passwords and/or authentication keys, or another method or system specified by the Bank as available for use in connection with its services hereunder

Section 10. Nonassignability. This Agreement shall not be assigned by any party without the written consent of the other parties hereto.

Section 11. Modification. No modification of this Agreement shall be valid unless made by a written agreement, executed and approved by the parties hereto.

Section 12. Severability. Should any action or part of any section of this Agreement be declared void, invalid or unenforceable by any court of law for any reason, such determination shall not render void, invalid or unenforceable any other section or other part of any section of this Agreement.

Section 13. Governing Law. This Agreement shall be governed by and construed in accordance with the laws of the State of Florida.

Section 14. Merger or Consolidation of the Bank. Any corporation into which the Bank may be merged or with which it may be consolidated, or any corporation resulting from any merger or consolidation to which the Bank shall be a party, shall be the successor Registrar under this Agreement, without the execution or filing of any paper or any further act on the part of the parties hereto.

Section 15. Counterparts. This Agreement may be executed in several counterparts, all of which shall be regarded for all purposes as one original and shall constitute and be but one and the same instrument.

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**SIGNATURE PAGE TO
SUBORDINATE REVENUE NOTE REGISTRAR AGREEMENT
(San Jose Apartments)**

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed by their duly authorized officers and their official seals to be hereunto affixed and attested as of the date first above written.

**OSCEOLA COUNTY HOUSING FINANCE
AUTHORITY**

By: _____

(SEAL)

ATTEST:

By: _____
George S. Flint, Assistant Secretary

APPROVED AS TO LEGAL SUFFICIENCY:

By: _____
Greenberg Traurig, P.A.
General Counsel

**SIGNATURE PAGE TO
SUBORDINATE REVENUE NOTE REGISTRAR AGREEMENT
(San Jose Apartments)**

SAN JOSE PRESERVATION, LTD., a Florida
limited partnership

By: **SAN JOSE PRESERVATION GP LLC**, a
Delaware limited liability company, its
general partner

By: _____
Russell Condas
Vice President

**SIGNATURE PAGE TO
SUBORDINATE REVENUE NOTE REGISTRAR AGREEMENT
(San Jose Apartments)**

**THE BANK OF NEW YORK MELLON TRUST
COMPANY, N.A., as Trustee**

By: _____
Lori Cardey, Vice President

EXHIBIT A

REGISTRAR FEES

\$[500] per year due in advance on the Closing Date and December 1 each year thereafter

SECTION B

SECTION 1

EXHIBIT B-1

LOAN AGREEMENT (BONDS)

LOAN AGREEMENT

By and Between

OSCEOLA COUNTY HOUSING FINANCE AUTHORITY,
as Issuer

and

SAN JOSE PRESERVATION, LTD.,
as Borrower

Dated as of _____ 1, 2025

Relating to:

[\$27,500,000]
OSCEOLA COUNTY HOUSING FINANCE AUTHORITY
MULTIFAMILY HOUSING REVENUE BONDS,
2025 SERIES ____
(SAN JOSE APARTMENTS)

The interest of the Osceola County Housing Finance Authority (the “Issuer”) in this Loan Agreement has been assigned (except for “Unassigned Rights of the Issuer” defined in the Indenture) pursuant to the Trust Indenture dated as of the date hereof (the “Indenture”), from the Issuer to The Bank of New York Mellon Trust Company, N.A., a national banking association, as trustee (the “Trustee”), and is subject to the security interest of the Trustee thereunder.

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LOAN AGREEMENT

This **LOAN AGREEMENT** (“Agreement” or “Loan Agreement”) is entered into as of _____ 1, 2025, between the **OSCEOLA COUNTY HOUSING FINANCE AUTHORITY**, a public body corporate and politic duly organized and existing under the laws of the State of Florida (the “Issuer”), and **SAN JOSE PRESERVATION, LTD.**, a Florida limited partnership (the “Borrower”).

WITNESSETH:

WHEREAS, the Issuer is authorized and empowered by the Florida Housing Finance Authority Law, Sections 159.601 et seq., Florida Statutes, as amended and Ordinance #81-4 enacted on September 28, 1981, and effective November 3, 1981 (collectively, the “Act”), to finance multifamily rental housing within Osceola County, Florida (the “County”) by issuing its revenue bonds to provide funds to finance the acquisition, rehabilitation and development thereof; and

WHEREAS, the Borrower has requested the Issuer to issue its **[\$27,500,00]** Multifamily Housing Revenue Bonds, 2025 Series ____ (San Jose Apartments) (the “Bonds”), the proceeds of which will be utilized to make a loan to the Borrower (the “Loan”) to finance a portion of the costs of the acquisition, rehabilitation, installation and equipping of a 121-unit multifamily rental housing facility project to be occupied by persons of low, middle or moderate income known as San Jose Apartments and located in Seminole County, Florida (the “Development”); and

WHEREAS, pursuant to and in accordance with the Act, the Issuer desires to provide funds to finance the acquisition, rehabilitation and equipping of the Development and the payment of certain costs of issuance by issuing the Bonds, pursuant to a Trust Indenture dated as of _____ 1, 2025 (the “Indenture”), by and between the Issuer and The Bank of New York Mellon Trust Company, N.A., a national banking association, organized and existing under the laws of the United States of America, as trustee (the “Trustee”); and

WHEREAS, the Issuer and Seminole County, Florida have entered into an Interlocal Agreement dated October 22, 2024, pursuant to which Seminole County has permitted the Issuer to operate in certain respects within its boundaries; and

WHEREAS, the Loan will be evidenced by this Agreement and a Promissory Note dated the Closing Date (the “Note”), from the Borrower to the Issuer; and

WHEREAS, the parties hereto, intending to be legally bound hereby, and for and in consideration of the premises and the mutual covenants hereinafter contained, do hereby covenant, agree and bind themselves as follows; provided, that any obligation of the Issuer created by or arising out of this Agreement shall never constitute a debt or a pledge of the faith and credit or the taxing power of the Issuer or the State, but shall be payable solely out of the Trust Estate (as defined in the Indenture), anything herein contained to the contrary by implication or otherwise notwithstanding:

ARTICLE I

DEFINITIONS

Section 1.01. Definitions.

All capitalized, undefined terms used herein shall have the same meanings as used in Article I of the Indenture, except as otherwise defined herein.

Section 1.02. Uses of Phrases.

Words of the masculine gender shall be deemed and construed to include correlative words of the feminine and neuter genders. Unless the context shall otherwise indicate, the words “Bond,” “Bondholder,” “Holder,” “Owner,” “registered Holder” and “person” shall include the plural as well as the singular number, and the word “person” shall include corporations and associations, including public bodies, as well as persons. Any percentage of Bonds, specified herein for any purpose, is to be figured on the unpaid principal amount thereof then Outstanding. All references herein to specific sections of the Code refer to such sections of the Code and all successor or replacement provisions thereto.

ARTICLE II

REPRESENTATIONS, COVENANTS AND WARRANTIES

Section 2.01. Representations, Covenants and Warranties of the Issuer.

The Issuer represents, covenants and warrants that:

(a) The Issuer is a public body corporate and politic duly organized and validly existing under the laws of the State. Under the provisions of the Act and the resolution adopted by the Issuer, the Issuer is authorized to enter into the Issuer Documents and to carry out its obligations thereunder. By proper action of its board, the Issuer has been duly authorized to execute and deliver the Issuer Documents and to issue and sell the Bonds.

(b) The Issuer covenants that it will not pledge the amounts derived from this Agreement other than as contemplated by the Indenture.

(c) The Issuer hereby finds and determines that financing the Development by the issuance of the Bonds will further the public purposes of the Act.

(d) No member or director 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 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 Issuer Documents, or the issuance, execution or delivery of the Bonds; (iii) affects or questions the validity or enforceability of any of the Issuer Documents or the Bonds; (iv) questions the exclusion 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 Issuer Documents or the Bonds or to carry out the transactions contemplated by any of the Issuer Documents or the Bonds.

(f) The Issuer makes no representation or warranty, express 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.

Section 2.02. Representations, Covenants and Warranties of the Borrower and the General Partner.

The Borrower and the General Partner represent, covenant and warrant that, as of the date hereof:

(a) *Good Standing; Single Purpose Covenants.* The Borrower (i) is a limited partnership duly organized and existing in good standing under the laws of the State of Florida, (ii) has the power to own its property and to carry on its business as now being conducted and as contemplated by this Agreement and the Tax Certificates, and (iii) is duly qualified to do business and is in good standing in each jurisdiction in which the character of the properties owned by it therein or in which the transaction of its business makes such qualification necessary, including, but not limited to, the State. The Borrower's business and purpose shall consist solely of the ownership, development, operation and management of the Development and such other lawful activities as are incidental, necessary or appropriate thereto. The Borrower shall not incur any indebtedness other than Development indebtedness and normal trade accounts payable in the ordinary course of the Borrower's business, and other than as permitted in the Partnership Agreement. The Borrower shall not assume or guaranty any other person's indebtedness or obligations. The Borrower shall not dissolve or liquidate, in whole or in part, consolidate or merge with or into any other entity or convey, transfer or lease its property and assets substantially as an entirety to any entity. The Borrower shall not institute or consent to any bankruptcy, insolvency or reorganization proceedings with respect to it, consent to the appointment of a receiver or similar official with respect to it, make any assignment for the benefit of its creditors or admit in writing its inability to pay its debts generally as they become due. The Borrower shall: maintain books and records and bank accounts separate from those of any other person; conduct its business in its own name and use separate stationery, invoices and checks; maintain its assets in such a manner that it is not costly or difficult to segregate and identify such assets; observe all organizational formalities and hold itself out to creditors and the public as a legal entity separate and distinct from any other entity; prepare separate tax returns and financial statements, or if part of a consolidated group, then be shown thereon as a separate member of such group; allocate and charge fairly and reasonably any common employee or overhead shared with affiliates; and transact all business with affiliates on an arm's length basis and pursuant to enforceable agreements. The Borrower shall not commingle its assets or funds with those of any other person.

The General Partner (i) is a duly organized limited liability company organized and existing in good standing under the laws of the State of Delaware and is registered to transact business in the State of Florida (ii) has the power to own its property and to carry on its business as now being conducted and as contemplated by this Agreement, and the Tax Certificates, and (iii) is duly qualified to do business and is in good standing in each jurisdiction in which the character of the properties owned by it therein or in which the transaction of its business makes such qualification necessary, including, but not limited to, the State. The General Partner shall not dissolve or liquidate, in whole or in part, consolidate or merge with or into any other entity or convey, transfer or lease its property and assets substantially as an entirety to any entity. The General Partner shall not, with respect to itself or the Borrower, institute or consent to any bankruptcy, insolvency or reorganization proceedings, consent to the appointment of a receiver or similar official, make or consent to any assignment for the benefit of creditors or admit in writing its or the Borrower's inability to pay debts generally as they become due. The General Partner shall: maintain books and records and bank accounts separate from those of any other person; conduct its business in its own name and use separate stationery, invoices and checks; maintain its assets in such a manner that it is not costly or difficult to segregate and identify such assets; observe all organizational formalities and hold itself out to creditors and the public as a legal entity separate and distinct from any other entity; prepare separate tax returns and financial statements, or if part of a consolidated group, then be shown thereon as a separate member of such group; allocate and charge fairly and reasonably any common employee or overhead shared with affiliates; and transact all business with affiliates on an arm's length basis and pursuant to enforceable agreements. The General Partner shall not commingle its assets or funds with those of any other person.

(b) *Authority.* The Borrower has full power and authority to (i) execute and deliver the Documents to which it is a party and (ii) incur the obligations provided for herein and therein, all of which have been duly authorized by all proper and necessary corporate action. All consents or approvals of any public authority which are required as a condition to the validity of the Documents to which the Borrower is a party have been obtained.

(c) *Binding Agreements.* The Borrower Documents have been properly executed by a duly authorized officer of the General Partner of the Borrower, and constitute valid and legally binding obligations of the Borrower, and are fully enforceable against the Borrower in accordance with their respective terms, subject to bankruptcy, insolvency or other laws affecting creditors' rights generally, and with respect to certain remedies which require, or may require, enforcement by a court of equity, such principles of equity as the court having jurisdiction may impose.

(d) *Litigation.* There is no litigation or proceeding pending or, to the knowledge of the Borrower, threatened in writing against the Borrower or the General Partner before any court or administrative agency which, if determined adversely to the Borrower, will materially adversely affect the Borrower or the Development, or the authority of the Borrower to enter into or perform under the Borrower Documents or which in any way would adversely affect the validity or enforceability of the Bonds or the Documents.

(e) *Conflicts; Defaults.* There is (i) no provision of the Borrower's organizational documents or the organizational documents of the General Partner, or resolutions of the Borrower and no provision of any existing mortgage, indenture, contract or agreement binding on the

Borrower or the General Partner or affecting any of the Borrower's property and (ii) to the Borrower's or the General Partner's knowledge, no provision of law or order of court binding upon the Borrower or the General Partner or affecting any of the Borrower's property, in each case which would conflict with or in any way prevent the execution, delivery, or performance of the terms of the Borrower Documents and the other financing documents and regulatory agreements to be entered into at closing in connection with this transaction, or which would be in default or violated as a result of such execution, delivery or performance. The Borrower is not in material default in the performance, observance or fulfillment of any of the obligations, covenants or conditions contained in any material agreement or instrument to which it is a party.

(f) *Title to Development.* The Borrower has or will have on the Closing Date a fee simple interest in the land constituting the site of the Development free and clear of any liens or encumbrances, other than those encumbrances set forth in the schedules to the title commitment issued by **[Royal Abstract National, LLC]**, as agent for **[Fidelity National Title Insurance Company.]** The Borrower is the sole borrower under the Loan.

(g) *Indenture.* The Indenture has been submitted to the Borrower for its examination, and the Borrower acknowledges, by execution of this Agreement, that it has reviewed the Indenture, and it hereby approves the Indenture. The Borrower agrees to perform fully and faithfully all the duties and obligations which the Issuer has covenanted and agreed to cause the Borrower to perform pursuant to the Indenture and any duties and obligations which the Borrower or the Issuer is required by the Indenture to perform. The foregoing shall not apply to any duty or undertaking of the Issuer which by its nature cannot be delegated or assigned.

(h) *Events Affecting Tax Exemption.* The Borrower has not taken or permitted to be taken any action that would impair the exclusion from gross income for federal income tax purposes of the interest payable on the Bonds, and the Borrower has never been advised that the interest is or will be subject to inclusion in gross income. As of the Closing Date, the Borrower is in compliance with all requirements contained in the Tax Certificates, and the representations set forth in the Tax Certificates pertaining to the Borrower and the Development are true and accurate in all material respects. Notwithstanding the above, if the Borrower becomes aware of any situation, event or condition which would result in the interest on the Bonds being included in gross income for federal income tax purposes, the Borrower shall promptly give written notice thereof to the Issuer and the Trustee.

(i) *Compliance with Laws and Documents.* The Development is of the type authorized and permitted by the Act and will, from the Closing Date forward, be operated in compliance with the provisions of the Act and the provisions of the Code applicable thereto. The Borrower will use due diligence to cause the Development to be operated in accordance with the Act and all other applicable laws, rulings, regulations and ordinances of any applicable Governmental Authority and the departments, agencies and political subdivisions thereof. The Borrower has obtained or will cause to be obtained all requisite approvals of the Issuer and of any applicable Governmental Authority or other federal and local governmental bodies required for the operation of the Development.

Compliance by the Borrower with the provisions of the Bond Documents and the Borrower Documents will not involve, to the extent applicable, any prohibited transaction within the

meaning of the Employee Retirement Income Security Act of 1974, as amended (sometimes referred to in this subparagraph 2.02(i) as “ERISA”), or Section 4975 of the Code. No “employee pension benefit plans”, that are subject to Title IV of ERISA (sometimes referred to in this subparagraph 2.02(i) as “Plans”), maintained by the Borrower, nor any trust created thereunder, have incurred any “accumulated funding deficiency” as defined in Section 302 of ERISA, to the extent applicable and the present value of all benefits vested under all Plans, if any, did not exceed, as of the last annual valuation date, the value of the assets of the Plans allocable to such vested benefits.

The Borrower intends to cause the residential units in the Development to be rented or available for rental on a basis, which satisfies the requirements of the Land Use Restriction Agreement, including all applicable requirements of the Act and the Code, and pursuant to leases, which comply with all applicable laws. The Borrower will timely file the Income Certification in the form attached as Exhibit C to the Land Use Restriction Agreement and the Certificate of Continuing Program Compliance in the form attached as Exhibit D to the Land Use Restriction Agreement and the Program Report, if any, in the form attached as Exhibit D hereto with the Issuer or the Issuer Servicer as required by the Land Use Restriction Agreement.

The Borrower shall, through the term of this Agreement and at no expense to the Issuer, promptly comply or cause compliance with all applicable laws, ordinances, orders, rules, regulations and requirements of duly constituted public authorities which may be applicable to the Development or to the repair and alteration thereof, or to the use or manner of use of the Development, including, but not limited to, the Americans with Disabilities Act, Florida Accessibility Code for Building Construction, all federal, State and local environmental, health and safety laws, rules, regulations and orders applicable to or pertaining to the Development and Federal Worker Adjustment and Retraining Notification Act.

(j) *No Material Misstatements.* The representations and warranties of the Borrower contained in the Borrower Documents (including, without limitation, any information furnished by the Borrower in connection with the preparation of any materials related to the issuance or delivery of the Bonds on the Closing Date), contain no material misstatement of fact or omit to state a material fact necessary to make the statements contained therein, in light of the circumstances under which they were made, not misleading. The representations and warranties of the Borrower and the statements, information and descriptions contained in the Borrower’s closing certificates, as of the Closing Date, are true, correct and complete in all material respects, do not contain any untrue statement or misleading statement of material fact, and do not omit to state a material fact necessary to make the certifications, representations, warranties, statements, information and descriptions contained therein, in light of the circumstances under which they were made, not misleading. The estimates and assumptions contained in this Agreement and in any certificate of the Borrower delivered as of the Closing Date are reasonable and based on the most accurate information available to the Borrower.

The information used in the preparation of the financial statements of the Borrower, the Borrower Documents and any other written statement furnished by the Borrower to the Issuer (including the descriptions and information contained in the Official Statement relating to (i) the Borrower and the Development, (ii) the operations and financial and other affairs of the Borrower, (iii) the application by the Borrower of the proceeds to be received by it from the Loan, and (iv) the

participation by the Borrower in the transactions contemplated in this Loan Agreement and in the Official Statement, including, without limitation, the information relating to the Borrower in the Official Statement under the caption “Certain Bondholders’ Risks”), do not contain any untrue statement of a material fact or omit to state a material fact necessary to make the statements contained therein not misleading. There is no fact which the Borrower has not disclosed to the Issuer in writing which materially adversely affects or, so far as the Borrower can now foresee, will materially adversely affect the financial condition of the Borrower, the ability of the Borrower to own and operate the Development or the Borrower’s ability to make payments on the Note when and as the same become due and payable.

(k) *Interest of Member or Agent of the Issuer.* To the knowledge of the Borrower, no member or agent of the Issuer has been or is in any manner interested, directly or indirectly, in that person’s own name or in the name of any other persons, in the loan of the Bond proceeds, the Bonds, the Documents, the Borrower or the Development, in any contract for property or materials to be furnished or used in connection with the Development, or in any aspect of the transactions contemplated by the Documents. There (i) is no completed, pending or threatened bankruptcy, reorganization, receivership, insolvency or like proceeding, whether voluntary or involuntary, affecting the Development, the Borrower or the General Partner, and (ii) has been no assertion or exercise of jurisdiction over the Development, the Borrower or the General Partner by any court empowered to exercise bankruptcy powers.

(l) *Arbitrage Bonds.* No money on deposit or to be deposited in any fund or account in connection with the Bonds, whether or not such money was or is to be derived from other sources, has been or will be used by or under the direction of the Borrower in any manner which would cause the Bonds to be “arbitrage bonds” within the meaning of Section 148 of the Code.

(m) *Tax Returns.* The Borrower has filed or caused to be filed all required tax returns (including any federal, state or local tax returns, if required) and has paid all taxes as shown on such returns as such taxes have become due. No claims have been assessed and are unpaid with respect to such taxes.

(n) *No Reliance on the Issuer.* The Borrower acknowledges, represents and warrants that it understands the nature and structure of the transactions relating to the financing of the Development; that it is familiar with the provisions of all of the documents and instruments relating to such financing to which it or the Issuer is a party or of which it is a beneficiary; that it understands the risks inherent in such transactions, including without limitation the risk of loss of the Development; and that it has not relied on the Issuer for any guidance or expertise in analyzing the financial or other consequences of such financing transactions or otherwise relied on the Issuer in any manner except to issue the Bonds.

(o) *Fees.* The Borrower shall pay all fees as provided under the Note and in this Agreement, when due and payable without demand pursuant to Section 4.03 herein.

(p) *Name of Borrower.* The Borrower filed its Certificate of Limited Partnership with the State of Florida under the name of San Jose Preservation, Ltd.

(q) *Governmental Requirements.* To the Borrower's knowledge, no violation of any Governmental Requirement exists with respect to the Development, the Borrower, or any other asset of the Borrower, the Development conforms (or is legally non-conforming) in all material respects with all applicable zoning, planning, building and environmental laws, ordinances and regulations of Governmental Authorities having jurisdiction over the Development, all necessary utilities are or will be available to the Development, and the Borrower has obtained or will obtain all requisite zoning approvals necessary with respect to the Development.

(r) *Condemnation.* No condemnation, eminent domain or similar proceeding is pending, or to the knowledge of the Borrower, threatened in writing, with respect to the Development or any portion thereof.

(s) *Governmental Approvals.* The Borrower has obtained, or will obtain and there are currently in full force and effect, or will be in full force and effect, all consents, and permits, licenses, accreditations, certifications and other approvals (governmental or otherwise) that:

(i) would constitute a condition precedent to, or the absence of which would materially adversely affect, the enforceability of and the performance by the Borrower of its obligations hereunder; and

(ii) are necessary for the acquisition, rehabilitation, equipping, financing and operation of the Development.

(t) *No Cease and Desist.* The Borrower is not presently under any cease or desist order or other orders of a similar nature, temporary or permanent, of any federal or state authority which would have the effect of preventing or hindering performance of its duties hereunder, nor are there any proceedings presently in progress or to its knowledge contemplated which would, if successful, lead to the issuance of any such order.

(u) *Acknowledgment of Nature of Development.* The Borrower acknowledges, represents and warrants that it understands the nature and structure of the transactions relating to the financing of the Development; that it is familiar with the provisions of all of the documents and instruments relating to such financing to which it or the Issuer is a party or of which it is a beneficiary; that it understands the risks inherent in such transactions, including, without limitation, the risk of loss of the Development; and that it has not relied on the Issuer for any guidance or expertise in analyzing the financial or other consequences of the transactions contemplated by this Agreement and the Indenture or otherwise relied on the Issuer in any manner.

(v) *Average Maturity.* The average maturity of the Bonds does not exceed 120% of the average reasonably expected economic life of the facilities of the Development.

(w) *Federally Guaranteed.* The Bonds are not and shall not be "federally guaranteed" as defined in Section 149(b) of the Code.

(x) *No Intent of Sale of Development.* The Borrower intends to hold the Development for its own account and has no current plans to sell and has not entered into any agreement to sell any of the Development.

(y) *Notification of Default.* The Borrower agrees to immediately notify the Trustee and the Issuer in writing of any Default, or any event which with notice or the passage of time would constitute a Default. The Borrower shall promptly provide the Trustee and Rating Agency with notice of any change or proposed change in the structure or identity of the Borrower.

(z) *Payment of Real Estate Taxes and Maintenance of Insurance.* The Borrower will promptly cause to be paid all real estate taxes, assessments or other levies assessed on the Development and all premiums for insurance policies required to be maintained for the Development. Borrower shall, at all times during the term of the Loan, maintain at its sole cost and expense, for the mutual benefit of Borrower, Lender and the Trustee, all of the insurance as required by Lender and the Issuer and applicable law, and in such amounts and with such maximum deductibles as Lender and the Issuer may require, as those requirements may change.

(aa) *Application of Disbursements.* The full amount of each disbursement will be applied to pay or to reimburse the Borrower for the payment of Qualified Project Costs and, after taking into account any proposed disbursement, (i) at least 95% of the net proceeds of the Bonds (as defined in Section 150 of the Code) will be used to provide a qualified residential rental project (as defined in Section 142(d) of the Code); (ii) less than 25% of the net proceeds of the Bonds will have been disbursed to pay or to reimburse the Borrower for the cost of acquiring land; and (iii) none of the proceeds of the Bonds (as defined for purposes of Section 147(g) of the Code) will be disbursed to provide working capital.

(bb) *Lease or Use of Development.* In connection with any lease or grant by the Borrower of the use of the Development, the Borrower will require that the lessee or user of any portion of the Development not use that portion of the Development in any manner which would violate the covenants set forth in this Agreement or the Land Use Restriction Agreement.

(cc) *Proceeds of Bonds.* No proceeds of the Bonds shall be used for the acquisition of any tangible property or an interest therein, other than land or an interest in land, unless the first use of such property is pursuant to such acquisition; provided, however that this limitation shall not apply with respect to any building (and the equipment therefor) if rehabilitation expenditures (as defined in Section 147(d) of the Code) with respect to such building equal or exceed 15 percent of the portion of the cost of acquiring such building (and equipment) financed with the proceeds; and provided further that this limitation shall not apply with respect to any structure other than a building if rehabilitation expenditures with respect to such structure equal or exceed 100 percent of the portion of the cost of acquiring such structure financed with the proceeds.

(dd) *Costs of Issuance Paid from Proceeds.* From the proceeds of the Bonds and investment earnings thereon, an amount not in excess of two percent (2%) of the proceeds of the Bonds, will be used for Costs of Issuance of the Bonds, all within the meaning of Section 147(g)(1) of the Code.

(ee) *Ineligible Use of Proceeds.* No proceeds of the Bonds shall be used directly or indirectly to provide any airplane, skybox or other private luxury box, health club facility (other than a workout facility functionally related to the Development and available to all residents at no additional charge), facility used for gambling or store the principal business of which is the sale of alcoholic beverages for consumption off premises.

(ff) *Non-Discrimination.* The Borrower has not and shall not discriminate on the basis of race, creed, religion, color, sex, marital status, age or national origin in the lease, use, or occupancy of the Development or in connection with the employment or application for employment of Persons for the operation and management of the Development. The Borrower specifically agrees that the Borrower will not refuse to lease units in the Development to persons whose family includes minor dependents who will occupy such unit, unless such refusal is based upon factors not related to the presence of such minors in the family, which factors may include, but shall not be limited to, negative credit, rental history or potential overcrowding of a unit.

(gg) The Borrower is in compliance, in all material respects, with (i) the Trading with the Enemy Act, as amended, and each of the foreign assets control regulations of the United States Treasury Department (31 CFR, Subtitle B, Chapter V, as amended) and any other enabling legislation or executive order relating thereto, and (ii) the Uniting and Strengthening America by Providing Appropriate Tools Required to Intercept and Obstruct Terrorism (USA Patriot Act of 2001). No part of the proceeds of the Bond will be used, directly or indirectly, for any payments to any governmental official or employee, political party, official of a political party, candidate for political office, or anyone else acting in an official capacity, in order to obtain, retain or direct business or obtain any improper advantage, in violation of the United States Foreign Corrupt Practices Act of 1977, as amended.

(hh) The Borrower covenants and represents that neither it nor any of its affiliates, subsidiaries, directors or officers are the target or subject of any sanctions enforced by the US Government, (including, the Office of Foreign Assets Control of the US Department of the Treasury (“OFAC”)), the United Nations Security Council, the European Union, HM Treasury, or other relevant sanctions authority (collectively “Sanctions”).

(ii) The Borrower covenants and represents that neither it nor any of its affiliates, subsidiaries, directors or officers will use any payments made pursuant to this Agreement, (i) to fund or facilitate any activities of or business with any person who, at the time of such funding or facilitation, is the subject or target of Sanctions, (ii) to fund or facilitate any activities of or business with any country or territory that is the target or subject of Sanctions, or (iii) in any other manner that will result in a violation of Sanctions by any person.

ARTICLE III

REHABILITATION OF THE DEVELOPMENT; ISSUANCE OF THE BONDS

Section 3.01. Agreement for Rehabilitation of the Development.

(a) The Borrower agrees to make or cause to be made all contracts and do all things necessary for the acquisition, rehabilitation and equipping of the Development. The Borrower further agrees that it will acquire and rehabilitate the Development substantially in accordance with the approved Plans and Specifications and the Credit Underwriting Report with all reasonable dispatch and use its best efforts to cause acquisition, rehabilitation and equipping of the Development to be completed by the Completion Date, or as soon thereafter as may be practicable, delays caused by force majeure as defined in Section 7.01 hereof only excepted; but if for any

reason such acquisition, rehabilitation and equipping is not completed by said Completion Date, there shall be no resulting liability on the part of the Borrower or the Issuer and no diminution in or postponement of the payments required in Section 4.02 hereof to be paid by the Borrower.

(b) The Borrower shall cause the Development to be maintained in good, habitable and safe (so as to not threaten the health or safety of the Development's tenants or their invited guests) condition and repair (reasonable wear and tear excepted) and shall not remove, demolish or materially alter the improvements to the Development (except for the performance of the rehabilitation work comprising the Development or removal of aging or obsolete equipment or furnishings in the normal course of business). After completion of repairs, no structural or other material defect or damages to the Development will exist, whether latent or otherwise.

Section 3.02. Agreement to Issue, Sell and Deliver the Bonds; Deposit of Bond Proceeds.

In order to provide funds for the payment of the Qualified Project Costs, the Issuer, concurrently with the execution of this Agreement, will issue, sell and deliver the Bonds and deposit the proceeds thereof with the Trustee, which amounts shall be immediately deposited into the Proceeds Account of the Project Fund.

Section 3.03. Disbursements from the Project Fund.

In the Indenture, the Issuer has authorized and directed the Trustee to make disbursements from the Proceeds Account of the Project Fund to pay Costs of the Development in the manner consistent with the Tax Certificate. The Trustee shall make disbursements from the Project Fund as provided in the Indenture, and pursuant to the closing memorandum or upon receipt of a Requisition in substantially the form attached to the Indenture as Exhibit B. The Borrower agrees that the moneys transferred by the Trustee from the Proceeds Account of the Project Fund shall only be disbursed for Qualified Project Costs as permitted by the Tax Certificate.

Section 3.04. Furnishing Documents to the Trustee.

The Borrower agrees to cause such Requisitions to be directed to the Trustee as may be necessary to effect payments out of the Project Fund in accordance with Section 3.03 hereof.

Section 3.05. Establishment of Completion Date.

(a) The Borrower shall evidence completion of the Development and the actual date of completion to the Issuer and the Trustee by an executed Completion Certificate and compliance with the requirements of the Issuer Servicer Agreement. The Completion Certificate shall be executed by the Borrower and shall state to the best information and belief of the Borrower, after due inquiry, that rehabilitation of the Development has been completed in material compliance with all applicable laws, regulations and agreements, and all costs of labor, services, materials and supplies used in the Development have been paid, all equipment necessary for the operation of the Development has been purchased, installed and paid for, is suitable and sufficient for its intended purposes, and is fully operable, all costs and expenses incurred in connection with the Development have been paid except for amounts not yet due and payable or being diligently contested in good faith by the Borrower, and the Development is suitable and sufficient for its

intended purposes. The Completion Certificate shall include a table of sources and uses showing the final allocation for all sources of funding for the Development, a confirmation of compliance with clause (b) below and with the tax covenants contained herein and in the documents delivered in connection with the issuance of the Bonds. Notwithstanding the foregoing, the Completion Certificate shall further state that it is given without prejudice to any rights of the Borrower against third parties which exist at the date of the Completion Certificate or which may subsequently come into being. The Completion Certificate shall be furnished by the Borrower to the Issuer and the Trustee promptly following the completion of the Development.

(b) At least ninety-five percent (95%) of the Net Proceeds of the Bonds will be used from the Proceeds Account of the Project Fund to pay Qualified Project Costs.

Section 3.06. Borrower Required to Pay in Event Project Fund Insufficient.

In the event the moneys in the Project Fund available for payment of the Costs of the Development are not sufficient to pay the Costs of the Development in full, the Borrower agrees to complete the Development and to pay that portion of the Costs of the Development in excess of the moneys available therefor in the Project Fund. The Issuer does not make any warranty, either express or implied, that the moneys paid into the Project Fund and available for payment of the Costs of the Development will be sufficient to pay all of the Costs of the Development. The Borrower agrees that if after exhaustion of the moneys in the Project Fund, the Borrower should pay any portion of the Costs of the Development pursuant to the provisions of this Section, the Borrower shall not be entitled to any reimbursement therefor from the Issuer, the Trustee or the Holders of any of the Bonds, nor shall the Borrower be entitled to any diminution of the amounts payable under this Agreement. Notwithstanding the foregoing, the terms, conditions and covenants of this Section 3.06 do not in any way affect the ability of the Issuer to pursue its rights and remedies under the Guarantor Documents.

Section 3.07. Special Arbitrage Certifications.

The Borrower and the Issuer covenant, severally, and not jointly, (i) not to take any action or fail to take any action which would cause the interest on any of the Bonds to be or become includable in the gross income of the Holders for federal income tax purposes and (ii) not to cause or direct any moneys on deposit in any fund or account to be used in a manner that would cause the Bonds to be classified as “arbitrage bonds” within the meaning of Section 148 of the Code. The Borrower certifies and covenants to and for the benefit of the Issuer and the Holders of the Bonds that so long as there are any Bonds Outstanding, moneys on deposit in any fund or account in connection with the Bonds, whether such moneys were derived from the proceeds of the sale of the Bonds or from any other sources, will not be used in a manner that will cause the Bonds to be classified as “arbitrage bonds” within the meaning of Section 148 of the Code.

Section 3.08. Rebate Calculations and Payments.

Within twenty (20) days after payment in full of the Bonds, the Borrower shall cause the Rebate Analyst to calculate the Rebate Requirement as of the date of such payment and the Rebate Analyst shall notify the Trustee and the Borrower of that amount. If the amount then on deposit in the Rebate Fund created under the Indenture is less than the Rebate Requirement (taking into

account the amount or amounts, if any, previously paid to the United States), the Borrower shall, within thirty (30) days after the date of the aforesaid calculation, deposit or cause to be deposited to the credit of the Rebate Fund an amount sufficient to cause the Rebate Fund to contain an amount equal to the Rebate Requirement. The obligation of the Borrower to make or cause to be made such payments shall remain in effect and be binding upon the Borrower notwithstanding the release and discharge of the Indenture or the termination of this Agreement. The Borrower shall obtain such records of the computations made pursuant to this Section as are required under Section 148(f) of the Code and shall retain such records for at least six (6) years after the maturity or retirement of the Bonds.

Section 3.09. Rebate Analyst.

In accordance with Section 3.08 hereof, the Rebate Analyst shall perform any calculations required under Section 5.01 of the Indenture at the sole expense of the Borrower. The Rebate Analyst shall be selected by the Issuer as provided in the Indenture. The Borrower further covenants that, during the term of the Bonds, in the event the Borrower sells or otherwise disposes of the Development, it will require that the transferee execute a covenant similar to that in this Section in the sale or other documents concerning the disposition and will require such transferee to include such a covenant in future transfer documents. The special covenants of the Borrower in this Section shall survive the defeasance or payment in full of the Bonds notwithstanding any other provision of this Agreement until the requirements for payment of any Rebate Requirement has been fully satisfied.

Section 3.10. Remarketing of Bonds.

The Borrower is hereby granted the right to request a remarketing of the Bonds in the manner and to the extent set forth in Section 3.07 of the Indenture and, in consultation with the Remarketing Agent, designate the length of the remarketing period and the related Mandatory Tender Date in the manner and to the extent set forth in Sections 3.05 and 3.07 of the Indenture.

ARTICLE IV

LOAN PROVISIONS

Section 4.01. Loan of Proceeds.

The Issuer agrees, upon the terms and conditions contained in this Agreement and the Indenture, to lend to the Borrower the proceeds received by the Issuer from the sale of the Bonds. Such proceeds shall be disbursed to or on behalf of the Borrower as provided in Section 3.03 hereof.

Section 4.02. Amounts Payable.

- (a) (i) On or prior to the Closing Date, the Borrower shall deliver or cause to be delivered the Capitalized Interest Deposit, if any, to the Trustee for deposit to the Capitalized Interest Account.

(ii) The Borrower hereby covenants and agrees to repay the Loan on or before any date that any payment of interest or principal is required to be made in respect of the Bonds pursuant to the Indenture, until the principal of and interest on the Bonds shall have been fully paid or provision for the payment thereof shall have been made in accordance with the Indenture, in immediately available funds, a sum which, together with any other moneys available for such payment in the Capitalized Interest Account, if any, and the Collateral Fund, will enable the Trustee to pay the amount payable on such date as principal of (whether at maturity or acceleration or otherwise) and interest on the Bonds as provided in the Indenture. Deposits into the Bond Fund for payments by the Trustee of principal and interest on the Bonds from amounts in the Capitalized Interest Account, if any, or the Collateral Fund shall be credited against the Borrower's obligation to pay principal and interest on the Loan.

It is understood and agreed that all payments of principal and interest payable by the Borrower under subsection (a) of this Section 4.02 are assigned by the Issuer in accordance with the terms of the Indenture to the Trustee for the benefit of the Holders of the Bonds (excluding amounts on deposit in the Rebate Fund). The Borrower consents to such assignment.

(b) In the event the Borrower should fail to make any of the payments required in this Section 4.02, the item or installment so in default shall continue as an obligation of the Borrower until the amount in default shall have been fully paid, and the Borrower agrees to pay the same with interest thereon, to the extent permitted by law, from the date when such payment was due, at the rate of interest borne by the Bonds.

Section 4.03. Fees and Expenses.

The Borrower agrees to pay, when due, the Issuer Fee, the Trustee's Fee, the Issuer Servicer Fee, the Rebate Analyst Fee in the manner provided in Section 3.09 hereof and any and all other costs or expenses at any time incurred by the Issuer, the Trustee, the Issuer Servicer, the Dissemination Agent or the Rebate Analyst (including the reasonable fees and expenses of their counsel actually incurred) in connection with the issuance, sale and delivery of the Bonds and the performance of their duties in connection with the transactions contemplated hereby, including, without limitation, all costs of recording and filing. The Borrower will also pay any reasonable expenses actually incurred in connection with any redemption of the Bonds. Specifically, and without limiting the foregoing, the Borrower agrees to pay to and indemnify any Issuer Indemnified Party, the Trustee Indemnified Parties or any payee designated by the Issuer, within 30 days after receipt of request for payment thereof, all reasonable expenses of the Issuer and the Trustee actually incurred and related to the Development and the financing thereof which are not paid from the funds held under the Indenture, including, without limitation, reasonable legal fees and expenses incurred in connection with the interpretation, performance, enforcement or amendment of any documents relating to the Development or the Bonds or in connection with questions or other matters arising under such documents. The Borrower also agrees to pay, on each remarketing date, any remarketing expenses and other sums required under Section 3.05 of the Indenture in order to remarket the Bonds, and the Borrower further agrees to execute any and all certificates required by the Issuer, the Trustee or the Remarketing Agent in order to effectuate such remarketing.

The obligations of the Borrower under this Section shall survive the termination of this Loan Agreement and the payment and performance of all of the other obligations of the Borrower hereunder and under the other Borrower Documents.

Section 4.04. Obligations of the Borrower Unconditional.

The obligations of the Borrower to make the payments required under this Agreement, and to perform and observe the other agreements on its part contained herein shall be absolute and unconditional, irrespective of any defense or any right of notice, setoff, recoupment or counterclaim it might otherwise have against the Issuer, the Trustee or any other person. Subject to termination as provided herein, the Borrower (i) will not suspend or discontinue, or permit the suspension or discontinuance of, any payments provided for under this Agreement, (ii) will perform and observe all of its other agreements contained in this Agreement and the other Documents and (iii) will not terminate this Agreement for any cause including, without limiting the generality of the foregoing, any acts or circumstances that may constitute failure of consideration, eviction or constructive eviction, destruction of or damage to the Development, commercial frustration of purpose, or change in the tax or other laws or administrative rulings of or administrative actions by the United States of America or the State or any political subdivision of either, any failure of the Issuer to perform and observe any agreement, whether express or implied, or any duty, liability, or obligation arising out of or connected with this Agreement, whether express or implied, or any failure of the Trustee to perform and observe any agreement, whether express or implied, or any duty, liability or obligation arising out of or connected with the Indenture, whether express or implied.

Section 4.05. New Lender Loan and Bridge Loan to Borrower.

To provide and secure funds for the repayment of the Loan, and to provide for the delivery of Collateral Payments, the Borrower shall concurrently with the execution and delivery hereof obtain the New Lender Loan from the Lender and the Bridge Loan from the Bridge Lender. The Borrower will promptly take all necessary actions on its part to close the New Lender Loan and the Bridge Loan and to satisfy all other terms and conditions and requirements with respect thereto.

The Lender and the Bridge Lender, as applicable, will advance funds in an aggregate amount not to exceed [\$_____] to comprise Collateral Payments to the Trustee for deposit into the Collateral Fund conditioned upon the Trustee unconditionally and irrevocably disbursing an equal amount of Bond proceeds from the Proceeds Account of the Project Fund. Upon receipt by the Trustee of a Collateral Payment, the Trustee shall be unconditionally and irrevocably obligated to concurrently disburse an equal amount from the Proceeds Account of the Project Fund to or at the written direction of the Lender or the Bridge Lender, if applicable; provided, however, if the Trustee is unable to concurrently disburse funds from the Proceeds Account of the Project Fund, it must immediately wire back to the Lender or Bridge Lender, as applicable, such Collateral Payment.

Section 4.06. Optional Prepayment.

The Loan is not subject to prepayment prior to the later to occur of (a) the Completion Date and (b) the Optional Redemption Date (the "Optional Prepayment Date"). On and after the

Optional Prepayment Date, the Loan may be prepaid by the Borrower in whole or in part on any Business Day in accordance with Section 3.01 of the Indenture, without penalty. In order to prepay the Loan, the Borrower shall give the Trustee and the Issuer written notice at least twenty-five (25) days prior to the prepayment date (unless a shorter notice shall be satisfactory to the Trustee) to effect an optional redemption of all Bonds or portions thereof pursuant to Section 3.01 of the Indenture.

ARTICLE V

SPECIAL COVENANTS

Section 5.01. No Warranty of Condition or Suitability by the Issuer.

THE BORROWER RECOGNIZES, ACKNOWLEDGES AND AGREES THAT THE ISSUER MAKES NO WARRANTY OR REPRESENTATION, EXPRESS OR IMPLIED OR OTHERWISE, WITH RESPECT TO THE DEVELOPMENT OR THE LOCATION, USE, DESCRIPTION, DESIGN, MERCHANTABILITY, CONDITION, WORKMANSHIP, OR FITNESS, SUITABILITY OR USE FOR ANY PARTICULAR PURPOSE, CONDITION OR DURABILITY THEREOF. THE BORROWER FURTHER RECOGNIZES THAT THE ISSUER HAS NO TITLE INTEREST TO ANY PART OF THE DEVELOPMENT AND THAT THE ISSUER MAKES NO REPRESENTATIONS OR WARRANTIES OF ANY KIND AS TO THE BORROWER'S TITLE THERETO OR OWNERSHIP THEREOF OR OTHERWISE, IT BEING AGREED THAT ALL RISKS INCIDENT THERETO ARE TO BE BORNE BY THE BORROWER. IN THE EVENT OF ANY DEFECT OR DEFICIENCY OF ANY NATURE IN THE DEVELOPMENT OR ANY FIXTURE OR OTHER ITEM CONSTITUTING A PORTION THEREOF, WHETHER PATENT OR LATENT, THE ISSUER SHALL HAVE NO RESPONSIBILITY OR LIABILITY WITH RESPECT THERETO. THESE PROVISIONS HAVE BEEN NEGOTIATED AND ARE INTENDED TO BE A COMPLETE EXCLUSION AND NEGATION OF ANY WARRANTIES OR REPRESENTATIONS BY THE ISSUER, EXPRESS OR IMPLIED, WITH RESPECT TO THE DEVELOPMENT OR ANY FIXTURE OR OTHER ITEM CONSTITUTING A PORTION THEREOF, WHETHER ARISING PURSUANT TO THE UNIFORM COMMERCIAL CODE OF THE STATE OF FLORIDA OR ANOTHER LAW NOW OR HEREAFTER IN EFFECT OR OTHERWISE.

Section 5.02. Access to the Development.

The Borrower agrees that the Issuer, the Trustee and their duly authorized agents, attorneys, experts, engineers, accountants and representatives shall have the right to inspect the Development and the rehabilitation thereof at all reasonable times upon reasonable notice. The Borrower acknowledges that the Issuer Servicer shall monitor the rehabilitation of the Development. The Issuer, the Trustee, the Issuer Servicer and their duly authorized agents shall also be permitted, at all reasonable times and upon reasonable notice, to examine the books, accounts, contracts, documents, and other papers of the Borrower with respect to the Development which shall all be maintained by the Borrower in reasonable condition and for audit.

Section 5.03. Further Assurances and Corrective Instruments.

The Borrower agrees that it will, and will request the Issuer to, from time to time, execute, acknowledge and deliver, or cause to be executed, acknowledged and delivered, such supplements hereto and such further instruments as may reasonably be required for carrying out the expressed intention of this Agreement.

Section 5.04. Issuer and Borrower Representatives.

Whenever under the provisions of this Agreement the approval of the Issuer or the Borrower is required or the Issuer or the Borrower is required to take some action at the request of the other, such approval or such request shall be given in writing both for the Issuer by an authorized representative of the Issuer and for the Borrower by a Borrower Representative. The Trustee shall be authorized to act on any such approval or request pursuant to the Indenture.

Section 5.05. Financing Statements.

The Borrower shall file, or shall cause to be filed, and shall deliver copies to the Trustee of any and all financing statements, or any amendments thereof or continuation statements thereto, to perfect the security interests granted in the Indenture, in the manner prescribed in the Indenture. The Borrower shall pay all costs of filing such instruments and any fees and expenses (including reasonable attorney's fees) associated therewith.

Section 5.06. Certain Deposits with the Trustee.

In connection with the issuance of the Bonds, certain moneys may be deposited with the Trustee before the closing date pursuant to one or more letters of instruction from the provider or providers of such moneys. Such moneys will be held by the Trustee subject to the terms and conditions of the Indenture in addition to terms provided in such letter(s) of instruction. For such purpose the standards of care, provisions regarding responsibilities and indemnification and other sections relating to the Trustee contained in the Indenture and this Agreement (the "Effective Provisions") shall be effective as of the first date of receipt by the Trustee of such moneys. The Effective Provisions shall be deemed incorporated into such letter(s) of instructions.

Section 5.07. Restriction on Plans and Specifications.

The Borrower will not cause, permit or suffer to exist any material deviations from the Plans and Specifications and will not approve or consent to any construction change directive without the prior approval of the Issuer Servicer.

Section 5.08. Requisitions.

(a) On the Closing Date, the Borrower shall complete, execute and deliver to the Trustee a Requisition for disbursement of amounts on deposit in the Project Fund to the Borrower to pay Costs of the Development. Each Requisition shall be signed on behalf of the Borrower and approved by the Issuer Servicer, shall be in the form set forth on Exhibit B to the Indenture and shall conform to all requirements of the Issuer Servicer Agreement. Each Requisition for amounts on deposit in the Project Fund shall state: (1) the number of the Requisition, (2) the amount to be

disbursed and the sources of such disbursement, (3) that each obligation described therein is a Cost of the Development, has been properly incurred and has not been the basis for any previous disbursement, and (4) that the expenditure of such disbursement when added to all previous disbursements will result in not less than 95% of all disbursements from proceeds of the Bonds having been used to pay or reimburse the Borrower for Qualified Project Costs. The Borrower shall submit the Requisitions to the Trustee for payment. Approved Requisitions may be submitted to the Trustee by electronic means and shall not include accompanying supporting materials.

(b) The amounts deposited into the Project Fund may be disbursed by the Trustee only in accordance with Section 6.02 of the Indenture, including delivery of the closing memorandum and/or a written Requisition of the Borrower satisfying the requirements of this Section 5.08 and Section 6.02 of the Indenture.

(c) On the Closing Date, the Borrower shall complete, execute and deliver to the Trustee a Requisition for disbursement of amounts on deposit in the Costs of Issuance Fund to pay Costs of Issuance. Each Requisition shall be signed on behalf of the Borrower and shall be in the form set forth on Exhibit C-2 to the Indenture.

Section 5.09. Covenant with Bondholders.

The Issuer and the Borrower agree that this Agreement is executed and delivered in part to induce the purchase by others of the Bonds and, accordingly, all covenants and agreements of the Issuer and the Borrower contained in this Agreement are hereby declared to be for the benefit of the Trustee and the Holders of the Bonds from time to time. Notwithstanding the foregoing, the Bondholder's rights to enforce this provision of this Agreement are governed by the terms of the Indenture.

Section 5.10. Covenant to Provide Ongoing Disclosure.

The Borrower shall enter into a written undertaking for the benefit of the Holders to provide for the continuing disclosure of information about the Bonds, the Borrower and other matters as may be required to cause compliance with the Rule 15c2-12 of the Securities and Exchange Commission (the "Rule"). Failure of the Borrower to comply with the Rule shall not be a default under the Indenture, this Loan Agreement or any of the other Bond Documents; provided, however, the Borrower acknowledges that the Issuer, the Trustee or any Bondholder shall be entitled to bring an action for specific performance to cause the Borrower to comply with the covenant set forth in this section.

Section 5.11. Borrower Receipt of Insurance or Condemnation Proceeds.

In the event the Borrower receives any proceeds of insurance or any condemnation awards with respect to the Development from a party other than the Trustee, the Borrower shall promptly upon receipt remit all such insurance proceeds or condemnation awards to the Lender for deposit and application in accordance with the Lender Disbursement Agreement.

Section 5.12. Reporting Requirements of the Borrower.

The Borrower will furnish to the Issuer and agencies of the State such periodic reports or statements as are required under the Act, or as such agencies may otherwise reasonably require of the Issuer or Borrower throughout the term of this Agreement.

Pursuant to Florida Statutes, Section 119.0701(2), the Borrower is required to comply with public records laws, specifically to:

(a) Keep and maintain public records (as defined in Florida Statutes, Section 119.011) that ordinarily and necessarily would be required by the Issuer in order to perform the service.

(b) Provide the public with access to public records on the same terms and conditions that the Issuer would provide the records and at a cost that does not exceed the cost provided by Florida Statutes, Chapter 119, or as otherwise provided by law.

(c) Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law.

(d) Meet all requirements for retaining public records and transfer, at no cost, to the Issuer all public records in possession of the Trustee upon termination of the Indenture and destroy any duplicate public records that are confidential or otherwise exempt from public records disclosure requirements. All records stored electronically must be provided to the Issuer in a format that is compatible with the information technology systems of the Issuer.

Section 5.13. Indenture.

The provisions of the Indenture concerning the Bonds and other matters therein are an integral part of the terms and conditions of the Loan, and this Agreement shall constitute conclusive evidence of approval of the Indenture by the Borrower to the extent it relates to the Borrower. Additionally, the Borrower agrees that, whenever the Indenture by its terms imposes a duty or obligation upon the Borrower, such duty or obligation shall be binding upon the Borrower to the same extent as if the Borrower were an express party to the Indenture, and the Borrower agrees to carry out and perform all of its obligations under the Indenture as fully as if the Borrower were a party to the Indenture.

Section 5.14. Financial Information.

The Borrower agrees that it will have the books and records of the Borrower audited annually by an independent certified public accountant as soon as practicable after the close of each fiscal year of the Borrower, and will furnish within 120 days after the end of each fiscal year to the Issuer and the Trustee commencing in the fiscal year in which the rehabilitation of the Development is complete a copy of the audit report certified by such Accountant and prepared in accordance with generally accepted accounting principles, which report shall include calculations of the availability of funds for distributions and disclose the amount of General Partner and other partner distributions for the preceding year. The Borrower and the Issuer acknowledge that the Trustee shall have no obligations under this Section 5.14 other than to receive such statements and, if requested, to furnish such statements to Bondholders.

Section 5.15. Tax Credit Requirement.

Notwithstanding anything to the contrary set forth in the Documents, including, without limitation, IRS Form 8038 completed at the time of issuance of the Bonds, all of the Bond proceeds shall, for federal income tax purposes, be (1) allocated on a pro rata basis to each building in the Development, and (2) used exclusively to pay costs of acquisition, rehabilitation and equipping of the Development which are includable in the aggregate basis of any building and the land on which the building is located (“Eligible Costs”) in a manner such that each building satisfies the requirement of Section 42(h)(4)(B) of the Code. Accordingly, no Bond proceeds will be used to pay any of the Costs of Issuance for the Bonds or to fund any reserve account other than the Proceeds Account of the Project Fund or an account to be used to pay Eligible Costs. The Issuer, the Trustee and the Borrower each acknowledge that the Borrower intends to cause the Development to satisfy the requirements necessary for low-income housing tax credit (“Tax Credit”) pursuant to Section 42 of the Code. In the event that any of the restrictions described in this Agreement conflict with any Tax Credit requirements imposed by Section 42 of the Code or any Tax Credit requirements imposed by the Issuer, the Trustee and the Borrower each agree that the more restrictive requirements shall control. The provisions of this Section 5.15 are for the benefit of the Borrower and neither the Trustee nor the Issuer shall have any obligation to enforce this Section 5.15 nor shall they incur any liability to any Person, including without limitation, the Borrower, the General Partner and any other affiliate of the Borrower or the Holders of the Bonds for any failure to meet the requirements of this Section 5.15; and provided further, failure to comply with this Section 5.15 shall not constitute a default or Event of Default under this Agreement.

Section 5.16. Brokers and Financial Advisors.

The Borrower hereby represents that it has dealt with no financial advisors, brokers, underwriters, placement agents, agents or finders in connection with this Loan, other than those disclosed to the Issuer and the Lender and whose fees shall be paid by the Borrower pursuant to a separate agreement. The Borrower and the Lender shall indemnify and hold the other harmless from and against any and all claims, liabilities, costs and expenses of any kind in any way relating to or arising from a claim by any person that such person acted on behalf of the indemnifying party in connection with the transactions contemplated herein. The provisions of this Section 5.16 shall survive the expiration and termination of this Agreement and the repayment of the Borrower’s Obligations.

Section 5.17. Trial by Jury.

The Borrower hereby agrees not to elect a trial by jury of any issue triable of right by a jury, and waives any right to trial by jury fully to the extent that any such right shall hereafter exist with regard to the Documents, or any claim, counterclaim or other action arising in connection therewith. This waiver of right to trial by jury is given knowingly and voluntarily by the Borrower, and is intended to encompass individually each instance and each issue as to which the right to a trial by jury would otherwise accrue. The Trustee is hereby authorized to file a copy of this paragraph in any proceeding as conclusive evidence of this waiver by the Borrower. This Section in no way affects the right of the Issuer to elect a trial by jury.

Section 5.18. Issuer, Trustee and Lender Not in Control; No Partnership.

None of the covenants or other provisions contained in this Loan Agreement shall, or shall be deemed to, give the Issuer, the Trustee or the Lender the right or power to exercise control over the affairs or management of the Borrower, the power of the Issuer, the Trustee and the Lender being limited to the rights to exercise the remedies referred to in the Documents. The relationship between the Borrower and the Issuer, the Trustee, the Lender and the Bondholders is, and at all times shall remain, solely that of debtor and creditor. No covenant or provision of the Documents is intended, nor shall be deemed or construed, to create a partnership, joint venture, agency or common interest in profits or income between the Borrower and the Issuer, the Trustee, the Lender or any Bondholder or to create an equity interest in the Development in the Issuer, the Trustee, the Lender or any Bondholder. Neither the Issuer, the Trustee, the Lender nor any Bondholder undertakes or assumes any responsibility or duty to the Borrower or to any other person with respect to the Development, except as expressly provided in the Documents; and notwithstanding any other provision of the Documents: (1) the Issuer, the Trustee and the Bondholders are not, and shall not be construed as, a partner, joint venture, alter ego, manager, controlling person or other business associate or participant of any kind of the Borrower or its stockholders, members or partners and the Issuer, the Trustee and the Bondholders do not intend to ever assume such status; (2) the Issuer, the Trustee and the Bondholders shall in no event be liable for any of the Borrower's Obligations, expenses or losses incurred or sustained by the Borrower; and (3) the Issuer, the Trustee and the Bondholders shall not be deemed responsible for or a participant in any acts, omissions or decision to the Borrower or its stockholders, members or partners. The Issuer, the Trustee, the Bondholders and the Borrower disclaim any intention to create a partnership, joint venture, agency or common interest in profits or income between the Issuer, the Trustee, the Bondholders and the Borrower or to create an equity interest in the Development of the Issuer, the Trustee or the Bondholders, or any sharing of liabilities, losses, costs or expenses.

ARTICLE VI

RESTRICTION ON TRANSFER; ASSIGNMENT, SELLING, LEASING; INDEMNIFICATION

Section 6.01. Restriction on Transfer.

(a) In the event the Borrower intends to sell, lease (except to the tenants who will occupy units in the Development), sublease or otherwise materially encumber the whole of or any part of the Development or sell, assign or otherwise, except as otherwise provided herein, transfer any interest in the Borrower except as otherwise provided in Section 6.01(e) hereof (a "transfer"), it shall (i) apply to the Issuer for consent to transfer, provided that consent of the Issuer shall not be unreasonably withheld, conditioned or delayed with respect to any transfer which is subject to the approval of the Issuer pursuant to this Section 6.01 and (ii) comply with the provisions of the Land Use Restriction Agreement restricting any such transfer.

(b) In addition, in connection with a proposed transfer, the Borrower and any transferee shall comply with all applicable provisions of the laws and regulations of the State in effect at that time regarding notice to tenants, and tenants' rights generally, including, specifically, the right of

first refusal, or any successor legislation thereto. The transferee shall expressly assume the Borrower's duties and obligations under this Agreement and any other Documents to which the Borrower is a party in writing simultaneously with any approved transfer as set forth in this Section 6.01. The Borrower shall make available to the Trustee and the Issuer copies of any documents reflecting an amendment to partnership interests in the Borrower or other organizational documents relating to the sale or other transfer of assets of the Borrower.

(c) Except as otherwise provided for herein, the Borrower will not, directly or indirectly, by operation of law or otherwise, sell, assign, grant a deed of trust, pledge, hypothecate, transfer or otherwise dispose of the Development or any interest in the Development, and will not encumber, alienate, hypothecate, grant a security interest in or grant any other ownership or control interest whatsoever in the Development, in the leases or in the rents, issues and profits therefrom, other than in connection with the First Mortgage, the Second Mortgage or the Bridge Loan.

(d) Except as otherwise provided for herein, no interest in the Borrower and no ownership interest in the General Partner may be sold, conveyed, transferred, assigned, pledged or otherwise transferred, in whole or in part, directly or indirectly, by operation of law or otherwise.

(e) Notwithstanding anything to the contrary contained in the subsections above or otherwise in the Borrower Documents, each of the following transactions are hereby deemed to be expressly permitted hereunder and shall not require any further consent of the Issuer, and Borrower may amend its Partnership Agreement in order to effectuate any permitted transfers as set forth in this Section 6.01 or in any of the other Borrower Documents, or make any other non-material changes:

(i) Issuance of partnership interests in the Borrower equal to 99.99% of the profits, losses, credits, distributions and other interests in the Borrower to the Investor Limited Partner;

(ii) The transfer by the Investor Limited Partner of all or any portion of its partnership interest in the Borrower to (A) any other entity which is an affiliate of the Investor Limited Partner or its members, (B) any other entity which is controlled by, or under common control with, Truist Community Capital, LLC (the "Investor Sponsor"), or (C) an entity that is sponsored by Investor Sponsor, provided that Investor Sponsor delivers written notice of such transfer to the Trustee; and

(iii) The pledge and encumbrance of the partnership interests in the Borrower of the Investor Limited Partner to or for the benefit of any financial institution which enables the Investor Limited Partner to make its capital contributions to Borrower and any subsequent realization by any such lender upon the interests of the Investor Limited Partner in the Borrower.

(iv) The removal of the General Partner by an affiliate of the Investor Limited Partner pursuant to the terms of the Partnership Agreement of the Borrower and the replacement of the General Partner with the Investor Limited Partner or an affiliate of the Investor Limited Partner including a special partner of Borrower;

- (v) The transfer of interests in the Borrower so long as the General Partner on the date hereof retains a controlling interest in the Borrower;
 - (vi) The pledge and encumbrance of the partnership interest of the General Partner in the Borrower in accordance with the terms of the Partnership Agreement and the Land Use Restriction Agreement;
 - (vii) The indirect transfer by the Investor Limited Partner or an affiliate of the Investor Limited Partner of all or any portion of its partnership interest in the Borrower so long as an entity which is controlled by, or under common control with, the Investor Sponsor retains a controlling interest in the Investor Limited Partner;
 - (viii) The pledge and encumbrance of the partnership interest of the General Partner in the Borrower in accordance with the terms of the Bridge Loan documents;
 - (ix) The removal of the General Partner by the Bridge Lender pursuant to the terms of the Bridge Loan documents and the replacement of the General Partner with the Bridge Lender or a designee of the Bridge Lender; and
 - (x) The transfer of membership interests in the General Partner to any affiliate of its members, so long as there is no change in manager or control of the General Partner.
- (f) The Borrower will not become a party to any merger or consolidation, or agree to effect any asset acquisition or stock acquisition.
- (g) The Borrower will not convert the ownership of the Development into condominium or cooperative housing corporation form of ownership other than a limited equity cooperative that is a qualified cooperative housing corporation as defined in Section 143(k)(9) of the Code.
- (h) The Borrower will not seek the dissolution or winding up, in whole or in part, of the Borrower or voluntarily file, or consent to the filing of, a petition for bankruptcy, reorganization, or assignment for the benefit of creditors or similar proceedings.
- (i) The Borrower will not enter into any arrangement, directly or indirectly, whereby the Borrower shall sell or transfer any property owned by it in order then or thereafter to lease such property or lease other property that the Borrower intends to use for substantially the same purpose as the property being sold or transferred without the prior written consent of the Issuer in its sole and absolute discretion.
- (j) The Borrower will not take any action that would adversely affect the exclusion of interest on the Bonds from gross income, for purposes of federal income taxation nor omit or fail to take any action required to maintain the exclusion of interest on the Bonds from gross income, for purposes of federal income taxation.
- (k) [Reserved].

(l) This Agreement may not be sold, transferred or otherwise disposed of by the Borrower without the prior written consent of the Issuer (which consent shall be within the reasonable discretion of the Issuer), subject to each of the following conditions:

(i) No such assignment will relieve the Borrower from primary liability for any of its obligations hereunder (unless the Issuer agrees in writing to release the Borrower) and in the event of any such assignment, the Borrower will continue to remain primarily liable for payment of its obligations hereunder and for performance and observance of the other covenants and agreements on its part herein provided.

(ii) No such assignment will, in the opinion of Bond Counsel (all such expenses related to such opinion shall be paid by the Borrower), adversely affect the excludability of interest on the Bonds from gross income for purposes of federal income taxation.

(iii) The assignee will assume in writing the obligations of the Borrower hereunder and under the Land Use Restriction Agreement to the extent of the interest assigned in a form acceptable to the Issuer (the "Assumption Agreement").

(iv) Prior to any such assignment, the Borrower will, furnish or cause to be furnished to the Issuer and the Trustee an executed original of the Assumption Agreement.

Section 6.02. Indemnification by Borrower.

(a). *The Borrower's Obligations.* The Borrower releases the Issuer, the Trustee, the Issuer Servicer and their respective officers, directors, agents, officials, employees (and as to the Issuer, members of its governing board) and any person who controls the Issuer or the Trustee (only in its capacity as Trustee and not for the benefit of Bondholders), within the meaning of the Securities Act of 1933, from, and covenants and agrees to indemnify, hold harmless and defend the Issuer and the Trustee (individually and not for the benefit of the Bondholders), and their respective officers, directors, employees, agents, officials (and as to the Issuer, members of its governing board) and any person who controls such party within the meaning of the Securities Act of 1933 and employees and each of them (each an "Indemnified Party" and collectively, the "Indemnified Parties") from and against, any and all losses, claims, damages, demands, liabilities and expenses (including but not limited to, reasonable attorneys' fees and expenses, whether or not suit is brought and whether incurred in settlement negotiations, investigations of claims, at trial, on appeal or otherwise), litigation and court costs, taxes, amounts paid in settlement, amounts paid to discharge judgments, causes of action, suits, claims, demands and judgments of any nature, joint or several, by or on behalf of any person directly or indirectly resulting from, arising out of or related to:

(i) the approval of financing for the Development or the making of the Loan;

(ii) the issuance and sale, resale or remarketing of any Bonds or any certifications or representations made by the Borrower, or its affiliates, in connection therewith, including, but not limited to, any (A) statement or information made by the Borrower with respect to the Borrower or the Development in any offering document or materials regarding the Bonds, the Development or the Borrower or in the Proceeds Certificate of the Borrower or in any other certificate executed by the Borrower which, at

the time made, is misleading, untrue or incorrect in any material respect, (B) untrue statement or alleged untrue statement of a material fact relating to the Borrower or the Development which is made or approved by Borrower contained in any offering material relating to the sale of the Bonds, as from time to time amended or supplemented, or arising out of or based upon the omission or alleged omission to state in such offering material a material fact relating to the Borrower or the Development required to be stated in such offering material or necessary in order to make the statements in such offering material not misleading, (C) failure to properly register or otherwise qualify the sale of the Bonds or failure to comply with any licensing or other law or regulation which would affect the manner in which or to whom the Bonds could be sold;

(iii) the Borrower's failure to comply with any requirement of this Loan Agreement, the Land Use Restriction Agreement or any of the Bond Documents or Loan Documents other than the payment of the principal of and interest on the Bonds;

(iv) the interpretation, performance, enforcement, breach, default or amendment of the Bond Documents, the Loan Documents or any other documents relating to the Development or the Bonds or in connection with any federal or state tax audit, securities investigation, or any questions or other matters arising under such documents;

(v) any act or omission of the Borrower or any of its agents, servants, employees or licensees in connection with the Loan or the Development, including violation of any law (including specifically, environmental laws whether related to a toxic substance or otherwise), ordinance, court order or regulation affecting the Development or any part of it or the ownership, occupancy or use of the Development;

(vi) any damage or injury, actual or claimed, of whatsoever kind, cause or character, to the Development (including loss of use of property) or persons, occurring or allegedly occurring in, on or about the Development or arising out of any action or inaction of the Borrower or any of its agents, servants, employees or licensees, whether or not related to the Development, or resulting from the acquisition, construction, design, equipping, repair, operation, use or management of all or any part of the Development;

(vii) the Trustee's acceptance or administration of the trusts created by, and the exercise of its powers or duties under, the Indenture or under this Loan Agreement, the Land Use Restriction Agreement, or any other agreements in connection with such agreements to which it is a party;

(viii) to the extent not mentioned in any of the preceding subsections, any cause whatsoever in connection with transactions provided for in this Loan Agreement and the other Loan Documents and Bond Documents or otherwise in connection with the Development, the Bonds or the execution or amendment of any document relating to the Bonds or the Development;

(ix) any violation of any environmental law, rule or regulation with respect to, or the release of any toxic substance from, the Development;

(x) taxes, charges, assessments, fees, excises and levies imposed upon Issuer or Trustee by reason of its interest in, or measured by amounts payable under, or the payment of which is a condition to the enforceability of, any of the Bond Documents, and any and all stamp taxes and other taxes required to be paid hereon or thereon; and

(xi) any and all claims arising in connection with the operation of the Development, or the conditions, environmental or otherwise, occupancy, use, possession, conduct or management of work done in or about, or from the acquisition, rehabilitation or equipping of, the Development or any part of it, including, but not limited to, the Americans with Disabilities Act (as evidenced by an architect's certificate to such effect).

(b) *Scope of Indemnification.* This indemnification shall not be affected by any investigation by or on behalf of the Trustee or the Issuer or by any information the Trustee or the Issuer may have or obtain with respect thereof. This indemnification shall extend to and include, without limitation, all reasonable costs, counsel fees, expenses and liabilities incurred in connection with any such claim, or proceeding brought with respect to such claim to the fullest extent permitted by law (i) with respect to the Issuer and its Indemnified Parties, notwithstanding negligence, willful misconduct or fraud on the part of the Issuer and its Indemnified Parties, and (ii) except in the case of the foregoing indemnification of the Issuer or any of its Indemnified Parties, except to the extent such damages are caused by the gross negligence or willful misconduct of such Person. The indemnification provided in this Article VI is in addition to, and not in substitution of, the indemnification provisions in other documents executed and delivered in connection with the making of the Loan and the issuance of the Bonds.

(c) *Defense of Claims.* In the event that any action or proceeding is brought against any Indemnified Party with respect to which indemnity may be sought under this Loan Agreement, the Borrower, upon written notice from the Indemnified Party, will assume the investigation and defense of the action or proceeding, including the engagement of counsel selected by the Borrower, subject to the approval of the Indemnified Party in such party's sole discretion, and shall assume the payment of all expenses related to the action or proceeding, with full power to litigate, compromise or settle the same in its sole discretion, provided, however, that the Indemnified Party shall have the right to review and approve or disapprove any such compromise or settlement. Each Indemnified Party shall have the right to engage separate counsel in any such action or proceeding and participate in the investigation and defense of such action or proceeding, and the Borrower shall pay the reasonable fees and expenses of such separate counsel if (i) the Indemnified Party determines that a conflict exists between the interests of the Indemnified Party and the interests of the Borrower, or (ii) such separate counsel is engaged with the approval of the Borrower, which approval shall not be unreasonably withheld, conditioned or delayed; provided, that notwithstanding the foregoing, each Indemnified Party shall have the right to employ separate counsel in any such action or proceeding at the Borrower's expense if the Borrower fails to assume the defense of such Indemnified Party. The Borrower shall not be liable for any settlement obtained without the Borrower's consent, which consent shall not be unreasonably withheld, conditioned or delayed.

(d) *Borrower's Continuing Obligations.* Notwithstanding any transfer of the Development to another owner in accordance with the Land Use Restriction Agreement, the Borrower shall remain obligated to indemnify each Indemnified Party pursuant to this Section 6.02

for all matters arising prior to such transfer, and, as a condition to the release of the transferor on and after the transfer date, the Issuer must consent to the transfer, which consent shall not be unreasonably withheld, conditioned or delayed, and the transferee must assume the obligations of the Borrower under this Section 6.02 and the other Borrower Documents on and after the transfer date. Each Indemnified Party's rights under this Loan Agreement shall survive the termination of this Loan Agreement, the payment of the Loan and the payment or defeasance of the Bonds.

All amounts payable to the Issuer under this Loan Agreement shall be deemed to be fees and expenses payable to the Issuer for the purposes of the provisions of this Loan Agreement, and of the Indenture dealing with assignment of the Issuer's rights under this Loan Agreement. The Issuer and its members, officers, agents, employees and their successors and assigns shall not be liable to the Borrower for any reason.

Any provision of this Loan Agreement or any other instrument or document executed and delivered in connection therewith to the contrary notwithstanding, the Issuer retains the right to (i) enforce any applicable federal or State law or regulation or resolution of the Issuer, and (ii) enforce any rights accorded to the Issuer by federal or State law or regulation of the Issuer, and nothing in this Loan Agreement shall be construed as an express or implied waiver thereof. The obligations of the Borrower under this Section are joint and several, and the indemnifications provided by the Borrower shall survive the termination of this Loan Agreement and the satisfaction of the Note, and the resignation or removal of the Trustee.

Section 6.03. The Issuer to Grant Security Interest to Trustee.

The parties hereto agree that pursuant to the Indenture, the Issuer shall assign to the Trustee, in order to secure payment of the Bonds, all of the Issuer's right, title and interest in and to this Agreement and the Note, except for Unassigned Rights of the Issuer. The Issuer retains the right to enforce any or all of the Unassigned Rights, and may take independent action to so enforce such Unassigned Rights.

ARTICLE VII

DEFAULTS AND REMEDIES

Section 7.01. Defaults Defined.

The following shall be "Defaults" under this Agreement and the term "Default" shall mean, whenever it is used in this Agreement, any one or more of the following events:

(a) Failure by the Borrower to pay any amount required to be paid under subsection (a) or (b) of Section 4.02 and Section 4.03 hereof.

(b) Failure by the Borrower to observe and perform any covenant, condition or agreement on its part to be observed or performed herein other than as referred to in subsection (a) of this Section or failure by the Borrower to observe and perform any covenant, condition or agreement on its part to be observed or performed in the Tax Certificates, for a period of 60 days after written notice, specifying such failure and requesting that it be remedied, will have been given

to the Borrower by the Issuer or the Trustee; provided, with respect to any such failure covered by this subsection (b), no event of default will be deemed to have occurred so long as a course of action adequate to remedy such failure will have been commenced within such 60 day period and will thereafter be diligently prosecuted to completion and the failure will be remedied thereby.

(c) The dissolution or liquidation of the Borrower, or the voluntary initiation by the Borrower of any proceeding under any federal or state law relating to bankruptcy, insolvency, arrangement, reorganization, readjustment of debt or any other form of debtor relief, or the initiation against the Borrower of any such proceeding which shall remain undismissed for ninety (90) days, or failure by the Borrower to promptly have discharged any execution, garnishment or attachment of such consequence as would impair the ability of the Borrower to carry on its operations at the Development, or assignment by the Borrower for the benefit of creditors, or the entry by the Borrower into an agreement of composition with its creditors or the failure generally by the Borrower to pay its debts as they become due.

(d) The occurrence and continuance of an Event of Default under the Indenture.

The provisions of subsection (b) of this Section are subject to the following limitation: if by reason of force majeure it is impossible for the Borrower in whole or in part, despite its best efforts, to carry out any of its agreements contained herein (other than its obligations contained in Article IV hereof), the Borrower shall not be deemed in Default during the continuance of such inability. Such force majeure event does not affect any obligations of the Borrower other than the timing of performance of such obligations. The term “force majeure” as used herein shall mean, without limitation, the following: acts of God; acts of public enemies; orders or restraints of any kind of the government of the United States of America or of the State or of any of their departments, agencies or officials, or of any civil or military authority; insurrections; riots; terrorism; landslides; earthquakes; fires; storms; droughts; floods; hurricanes; or explosions; not reasonably within the control of the Borrower. The Borrower agrees, however, to use its best efforts to remedy with all reasonable dispatch the cause or causes preventing the Borrower from carrying out its agreement.

Section 7.02. Remedies on Default.

A copy of any notice of default provided to Borrower under any of the Borrower Documents shall also be provided to Investor Limited Partner and the Lender. Whenever any Default referred to in Section 7.01 hereof shall have happened and be continuing beyond the expiration of any applicable cure period, the Trustee, or the Issuer (in the event the Trustee fails to act), may take whatever action at law or in equity may appear necessary or desirable to collect the amounts then due and thereafter to become due, or to enforce performance and observance of any obligation, agreement or covenant of the Borrower under this Agreement, the Note, the Land Use Restriction Agreement or any other Document in the event of default thereunder. Any amounts collected pursuant to action taken under this Section shall be paid into the Collateral Fund.

Section 7.03. No Remedy Exclusive.

Subject to Section 10.01 of the Indenture, no remedy herein conferred upon or reserved to the Issuer or the Trustee is intended to be exclusive of any other available remedy or remedies, but

each and every such remedy shall be cumulative and shall be in addition to every other remedy given under this Agreement or now or hereafter existing at law or in equity. No delay or omission to exercise any right or power accruing upon any Default shall impair any such right or power nor shall it be construed to be a waiver thereof, but any such right or power may be exercised from time to time and as often as may be deemed expedient. In order to entitle the Issuer or the Trustee to exercise any remedy reserved to it in this Article, it shall not be necessary to give any notice, other than such notice as may be required in this Article. Such rights and remedies as are given to the Issuer hereunder shall also extend to the Trustee, and the Trustee and the Holders of the Bonds, subject to the provisions of the Indenture, including, but not limited to the Unassigned Rights of the Issuer, shall be entitled to the benefit of all covenants and agreements herein contained.

Section 7.04. Payment of Attorneys' Fees and Expenses.

If any party to this Agreement takes any action to enforce its rights hereunder, then the prevailing party to such action may recover from the other party all of such prevailing party's costs incurred in bringing or defending such action, as the case may be, including (without limitation) reasonable attorneys' fees and costs of appeals.

Section 7.05. No Additional Waiver Implied by One Waiver.

In the event any agreement contained in this Agreement should be breached by either party and thereafter waived by the other party, such waiver shall be limited to the particular breach so waived and shall not be deemed to waive any other breach hereunder.

Section 7.06. Right to Cure.

Notwithstanding anything to the contrary herein or otherwise in the Borrower Documents, if the Borrower shall, for whatever reason, at any time fail to pay any amount or perform any act which it is obligated to pay or perform under any of the Borrower Documents and, as a result, a default or event of default occurs or may occur thereunder, the Investor Limited Partner shall have the right to perform such act or pay such amount on behalf of the Borrower and thereby cure or prevent such default or event of default, provided such default or event of default is cured within any applicable cure period or grace period provided to the Borrower herein or otherwise in the Borrower Documents. Any cure of any event of default by the Investor Limited Partner under the Borrower Documents shall be deemed a cure by Borrower thereunder.

Section 7.07. No Interference or Impairment of Lender Loans.

Notwithstanding anything herein to the contrary, none of the Issuer, the Trustee nor any other person shall:

- (a) initiate or take any action which may have the effect, directly or indirectly, of impairing the ability of the Borrower to timely pay the principal of, interest on, or other amounts due and payable under, the Lender Loans; or
- (b) interfere with or attempt to interfere with or influence the exercise by the Lender of any of its rights under the Lender Loans, including, without limitation, the Lender remedial rights

under the Lender Loans upon the occurrence of an event of default by the Borrower under the Lender Loans.

The foregoing prohibitions and limitations shall not be construed to affect the Unassigned Rights of the Issuer or to limit the rights of the Issuer to enforce its rights against the Borrower under the indemnification provisions of this Agreement so long as it does not cause the Borrower to file a petition seeking reorganization, arrangement, adjustment or composition of or in respect of the Borrower under any applicable liquidation, insolvency, bankruptcy, rehabilitation, composition, reorganization, conservation or other similar law in effect now or in the future.

Notwithstanding anything in this Agreement to the contrary, any right of the Issuer or the Trustee to take any action at law or in equity to enforce the obligations, covenants and agreements of the Borrower under this Agreement which includes any claim for indemnification, damages or any other monetary obligation sought to be enforced shall be subject and subordinate in all respects to the repayment in full of all amounts due under the Lender Loan Documents.

No subsequent owner of the Development shall be liable or obligated for the breach or default of any obligation of any prior Borrower unless specifically assumed in writing by a subsequent Borrower, including, but not limited to, any payment or indemnification obligation. Such obligations shall be personal to the person who was the Borrower at the time the default or breach was alleged to have occurred and such person shall remain liable for any and all damages occasioned by the default or breach even after such person ceases to be the Borrower with regards the Development.

Promptly upon determining that an Event of Default of this Agreement has occurred, the Issuer or the Trustee shall, by notice in writing to the Lender, inform the Lender that such Event of Default has occurred, the nature of such Event of Default and that such Event of Default has been cured or has not been cured, but is curable within a reasonable period of time, or is incurable; notwithstanding the occurrence of such Event of Default, neither the Issuer nor the Trustee shall have, and each of them acknowledge that they shall not have, any right to cause or direct acceleration of the Lender Loans or to foreclose on the Lender Mortgages.

ARTICLE VIII

HAZARDOUS MATERIALS

Section 8.01. Representation and Warranty Regarding Hazardous Materials.

Before signing this Loan Agreement, the Borrower engaged qualified professionals to research and inquire into the previous uses and owners of the Development and prepare the reports and studies described in Exhibit C attached hereto, each of which (collectively, the “Hazardous Materials Reports”) has been delivered to the Investor Limited Partner and the Issuer. Based solely on that due diligence, the Borrower represents and warrants that, except as Borrower has disclosed to Investor Limited Partner and the Issuer in writing or in the Hazardous Materials Reports prior to the execution of this Loan Agreement, to the best of Borrower’s knowledge, (i) no Hazardous Materials have been disposed of, or released to or from, or otherwise now exists in, on, under or around the Development at a level of concentration that results in the Hazardous Materials being

subject to regulation, control, removal or restriction by any governmental agency under any law, regulation or ordinance, and (ii) no aboveground or underground storage tanks are now or have ever been located on or under the Development. Notwithstanding anything to the contrary, disclosure to the Issuer of any Hazardous Materials located at the Development prior to the Closing Date shall in no way release the Borrower from its indemnification obligations provided in this Agreement or in the Environmental Indemnity (the provisions of which are in addition to the provisions set forth in this Article VIII).

Section 8.02. Compliance Regarding Hazardous Substances.

Borrower has complied, will comply, and will use commercially reasonable efforts to cause all tenants and any other persons who may come upon the Development to comply, with all federal, state and local laws, regulations and ordinances governing or applicable to Hazardous Materials, including those requiring disclosures to prospective and actual buyers or tenants of all or any portion of the Development. The Borrower will not install or allow to be installed any aboveground or additional underground storage tanks on the Development without the prior written approval of the Issuer. The Borrower must comply with the reasonable recommendations of any qualified environmental engineer or other expert engaged by the Borrower, the Issuer or the Investor Limited Partner with respect to the Development.

Section 8.03. Notices Regarding Hazardous Substances.

The Borrower must promptly notify the Investor Limited Partner and the Issuer in writing (i) if it has actual knowledge that there may be any Hazardous Materials in or around any part of the Development, any improvements constructed on the Development, or the soil, groundwater or soil vapor on or under the Development at a level of concentration that results in the Hazardous Materials being subject to regulation, control, removal or restriction by any governmental agency under any law, regulation or ordinance, or that the Borrower or the Development may be subject to any threatened or pending investigation by any governmental agency under any law, regulation or ordinance pertaining to any Hazardous Materials, and (ii) of any claim made or threatened in writing by any person, other than a governmental agency, against the Borrower arising out of or resulting from any Hazardous Substance being present or released in, on or around any part of the Development, any improvements constructed on the Development or the soil, groundwater or soil vapor on or under the Development (any of the matters described in clauses (i) and (ii) above is a "Hazardous Materials Claim").

Section 8.04. Remedial Work.

The Borrower must promptly undertake any and all remedial work ("Remedial Work") in response to Hazardous Materials Claims to the extent required by governmental agency or agencies involved, or to comply with the reasonable recommendations set forth in any written environmental assessment report prepared by a third party engineer retained by the Investor Limited Partner or the Issuer or in the Hazardous Materials Report attached hereto as Exhibit C, if such standard requires a higher degree of remediation, and in all events to minimize any impairment to Trustee's security under the Loan Documents. All Remedial Work must be conducted (i) in a diligent and timely fashion by licensed contractors acting under the supervision of a consulting environmental engineer; (ii) pursuant to a detailed written plan for the Remedial

Work approved by all public or private agencies or persons with a legal or contractual right to such approval; (iii) with insurance coverage pertaining to liabilities arising out of the Remedial Work as is then customarily maintained with respect to such activities; and (iv) only following receipt of any required permits, licenses or approvals. The selection of the Remedial Work contractors and consulting environmental engineer, the contracts entered into with such parties, any disclosures to or agreements with any public or private agencies or parties relating to Remedial Work and the written plan for the Remedial Work (and any changes thereto) is subject to the prior written approval of the Investor Limited Partner and the Issuer, which approval may not be unreasonably withheld or delayed.

Section 8.05. Indemnity Regarding Hazardous Substances.

The Borrower indemnifies, defends and holds each of the Issuer Indemnified Parties and the Trustee Indemnified Parties harmless from and against any and all costs directly or indirectly arising out of or resulting from any Hazardous Materials being present or released in, on or around any part of the Development, or in the soil, groundwater or soil vapor on or under the Development (collectively, “Indemnified Costs”), arising out of or as a result of events prior to the later of the full and final payment of the Bonds or before the date of a transfer of the Development, as applicable, including:

(i) any claim for such Indemnified Costs asserted against any the Issuer Indemnified Party or the Trustee by any federal, state or local governmental agency, including the United States Environmental Protection Agency and all of the environmental regulatory authorities of the State, and including any claim that any Indemnified Party is liable for any such Indemnified Costs as an “owner” or “operator” of the Development under any law relating to Hazardous Materials; and

(ii) any claim for such Indemnified Costs asserted against any the Issuer Indemnified Party by any person other than a governmental agency, including (i) any person who may purchase or lease all or any portion of the Development from Borrower, from any Indemnified Party or from any other purchaser or lessee, (ii) any person who may at any time have any interest in all or any portion of the Development, (iii) any person who may at any time be responsible for any cleanup costs or other Indemnified Party relating to the Development, and (iv) any person claiming to have been injured in any way as a result of exposure to any Hazardous Materials; and

(iii) any Indemnified Costs incurred by any the Issuer Indemnified Party in the exercise by the Issuer Indemnified Party of its rights and remedies under this Loan Agreement; and

(iv) any Indemnified Costs incurred by any the Issuer Indemnified Party as a result of currently existing conditions in, on or around the Development, whether known or unknown by the Borrower or the Issuer Indemnified Party at the time this Loan Agreement is executed, or attributable to the acts or omissions of the Borrower, any of the Borrower’s tenants, or any other person in, on or around the Development with the consent or under the direction of the Borrower; and

(v) any Indemnified Costs incurred by any Indemnified Party as a result of the deposit, storage, disposal, burial, dumping, injecting, spilling, leaking, or other placement or release in on or from the Development of Hazardous Materials or the violation or alleged violation of any

Hazardous Materials Law or official interpretation thereof in connection with the Development or the land on which it is located.

(vi) The obligations of the Borrower under this Section are joint and several, and are in addition to and shall not be limited by the provisions of Section 9.03 hereof and shall survive the termination of this Agreement and the resignation or removal of the Trustee.

Section 8.06. Defense of Indemnified Parties.

Upon demand by any the Issuer Indemnified Party, the Borrower must defend any investigation, action or proceeding involving any Indemnified Costs that is brought or commenced against any of the Issuer Indemnified Parties, whether alone or together with Borrower or any other person, all at the Borrower's own cost and by counsel approved by such Indemnified Party. In the alternative, any Indemnified Party may elect to conduct its own defense at the Borrower's expense.

ARTICLE IX

MISCELLANEOUS

Section 9.01. Term of Agreement.

This Agreement shall remain in full force and effect from the date hereof until such time as all of the Bonds and all amounts payable hereunder and under the Indenture shall have been fully paid or provision made for such payments, whichever is later, provided, that the provisions of Sections 3.08, 6.02, 7.04 and Article VIII hereof shall survive termination of this Agreement.

Section 9.02. Notices; Publication of Notice.

(a) All notices, advice, certifications or other communications hereunder between the Issuer and the Borrower shall be sufficiently given and shall be deemed given when delivered by hand or overnight courier, or mailed by certified or registered mail, postage prepaid, return receipt requested, or transmitted by electronic means (including, without limitation, facsimile transmission) addressed to the appropriate Notice Address. The Issuer, the Borrower or the Investor Limited Partner may, by notice given hereunder, designate any further or different addresses to which subsequent notices, advice, certifications or other communications shall be sent. Notices to persons other than the Issuer, the Borrower or the Investor Limited Partner (such as, for example, notices to owners of Bonds) shall be governed by the other applicable provisions of the Indenture.

(b) Whenever the Issuer or the Borrower is required or permitted to give or publish notice of any event or occurrence under this Agreement, such notice shall be given or published in such manner and by such means as the Issuer or the Borrower, as the case may be, shall determine to be appropriate. Such publication may be by (but is not limited to) any of the following means: (1) publication in one or more newspapers or trade journals selected by the Issuer or the Borrower, as the case may be; (2) publication by or through one or more financial information reporting services; (3) delivery to the Municipal Securities Rulemaking Board's EMMA System or any successor repository or entity fulfilling a substantially similar or like role; or (4) by mailing a copy

of such notice by first class mail, postage prepaid, to the person entitled to receive the notice at such person's address as shown on the records of the Issuer or the Borrower.

Section 9.03. Nonrecourse Liability of Borrower.

From and after the date of this Agreement, (i) the liability of the Borrower and the General Partner under this Agreement shall be limited to the Trust Estate, and such amounts as may be invested in accordance with Section 6.01 of the Indenture, and the Issuer and the Trustee shall look exclusively thereto or to such other security as may from time to time be given or have been given for payment of the Bonds, and any judgment rendered against the Borrower or the General Partner under this Agreement shall be limited to the Development and moneys derived from the operation of the Development, and any other security so given for satisfaction thereof; and (ii) no deficiency or other personal judgment shall be sought or rendered against the Borrower or the General Partner or their respective successors, transferees or assigns, in any action or proceeding arising out of this Agreement, or any judgment, order or decree rendered pursuant to any such action or proceeding; provided, however, that nothing herein shall limit the Issuer's or the Trustee's ability to exercise any right or remedy with respect to any property pledged or granted to the Issuer or any trustee under this Agreement, or both, or to exercise any right against the Borrower or the General Partner, on account of any claim for fraud or deceit, and against any other person or entity on account of any claim for fraud or deceit. Notwithstanding anything herein to the contrary, nothing in this Section shall limit the rights of indemnification against the Borrower and the General Partner pursuant to Sections 4.03, 6.02 (other than any deemed obligation under Section 6.02 to repay the principal of or interest on the Loan), 8.05 and 8.06 hereof. Furthermore, notwithstanding anything to the contrary, the Borrower and the General Partner shall be fully liable for: (1) amounts payable to the Issuer constituting Unassigned Rights of the Issuer, (2) any amount due and owing as a result of any calculation or determination which may be required in connection with the Bonds for the purpose of complying with Section 148 of the Code (including rebate liability) or any applicable Treasury regulation, (3) payment of the Issuer Fee, and (4) the indemnification and the payment obligations to the Issuer under Sections 4.03, 6.02, 7.04, 8.05 and 8.06 hereof.

The limit on the Borrower's and the General Partner's liability set forth in this Section shall not, however, be construed, and is not intended to in any way, constitute a release, in whole or in part, of the indebtedness evidenced by this Agreement or a release, in whole or in part, or an impairment of the security interest, or in case of any default or enforcing any other right of the Issuer under this Agreement or to alter, limit or affect the liability of any person or party who may now or hereafter or prior hereto guarantee, or pledge, grant or assign its assets or collateral as security for, the obligations of the Borrower under this Agreement.

The provisions of this Section shall survive the termination of this Agreement.

Section 9.04. No Pecuniary Liability of the Issuer.

All obligations of the Issuer incurred under any of the Bond Documents shall be limited obligations of the Issuer, payable solely and only from the Trust Estate (as defined in the Indenture). The Bonds shall be payable solely from the Revenues (as defined in the Indenture) and other funds pledged under the Indenture for the payment of the Bonds, and no owner or owners of any of the Bonds shall ever have the right to compel any exercise of the taxing power of the

State or any political subdivision or other public body of the State, nor to enforce the payment of the Bonds against any development of the Issuer, the State or any such political subdivision or other public body, except as provided in the Indenture. No member, officer, agent, director, employee, or attorney of the Issuer, including any person executing this Loan Agreement or the Indenture on behalf of the Issuer, shall be liable personally under this Loan Agreement or the Indenture for any reason relating to the issuance of the Bonds. No recourse shall be had for the payment of the principal of, premium, if any, or the interest on the Bonds, or for any claim based on the Bonds, or otherwise in respect of the Bonds, or based in or in respect of this Loan Agreement or any amendment to this Loan Agreement, against any member, officer, agent, director, employee or attorney of the Issuer, as such, of the Issuer or any successor whether by virtue of any constitution, statute or rule of law, or by enforcement of any assessment or penalty or otherwise; all such liability is, by acceptance of this Loan Agreement and as part of the consideration for the issuance of Bonds, expressly waived and released. The Issuer has no taxing power.

Section 9.05. Binding Effect.

This Agreement shall inure to the benefit of and shall be binding upon the Issuer, the Borrower, the Trustee, the Holders of Bonds and their respective successors and assigns.

Section 9.06. Severability.

In the event any provision of this Agreement shall be held invalid or unenforceable by any court of competent jurisdiction, such holding shall not invalidate or render unenforceable any other provision hereof.

Section 9.07. Amounts Remaining in Funds.

It is agreed by the parties hereto that any amounts remaining on deposit under the Indenture upon expiration or earlier termination of this Agreement, as provided in this Agreement, shall be used to pay the fees and expenses of the Trustee and the Issuer in accordance with the Indenture and any balance thereafter shall be paid to the Borrower pursuant to the provisions of the Indenture, subject to the requirement that such funds be disbursed to the Lender in the event of an assignment of the Lender Loans to HUD in connection with a mortgage insurance claim.

Section 9.08. Amendments, Changes and Modifications.

Subsequent to the issuance of the Bonds and prior to their payment in full (or provision for the payment thereof having been made in accordance with the provisions of the Indenture), and except as otherwise herein expressly provided, this Agreement may not be effectively amended, changed, modified, altered or terminated without the written consent of the Trustee, in accordance with the provisions of the Indenture.

Section 9.09. Execution in Counterparts.

This Agreement 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.

Section 9.10. Applicable Law.

This Loan Agreement shall be governed exclusively by and construed in accordance with the internal laws of the State of Florida without regard to conflicts of laws principles, except to the extent that the laws of the United States of America may prevail.

Section 9.11. Captions.

The captions and headings in this Agreement are for convenience only and in no way define, limit or describe the scope or intent of any provisions or Sections of this Agreement.

Section 9.12. Anti-Terrorism Laws.

(a) Neither Borrower nor any affiliate of Borrower is in violation of any statute, treaty, law (including common law), ordinance, regulation, rule, order, opinion, release, injunction, writ, decree or award of any Governmental Authority relating to terrorism or money laundering (collectively, an “Anti-Terrorism Law”), including Executive Order No. 13224 on Terrorist Financing, effective September 24, 2001, as the same has been, or shall hereafter be, renewed, extended, amended or replaced and as may be in effect from time to time (“Executive Order No. 13224”) and the USA Patriot Act (Title III of Pub. L. 107-56 (signed into law October 26, 2001) (the “USA Patriot Act”) or engages in or conspires to engage in any transaction that evades or avoids, or has the purpose of evading or avoiding, or attempts to violate, any of the prohibitions set forth in any Anti-Terrorism Law.

(b) Neither Borrower nor any affiliate of Borrower, or to Borrower’s knowledge, any of its respective agents acting or benefiting in any capacity in connection with the loans, letters of credit or other transactions hereunder, is any of the following (each a “Blocked Person”):

(i) a person that is listed in the annex to, or is otherwise subject to the provisions of, Executive Order No. 13224;

(ii) a person owned or controlled by, or acting for or on behalf of, any person that is listed in the annex to, or is otherwise subject to the provisions of, the Executive Order No. 13224;

(iii) a person with which Lender is prohibited from dealing or otherwise engaging in any transaction by any Anti-Terrorism Law;

(iv) a person that commits, threatens or conspires to commit or supports “terrorism” as defined in the Executive Order No. 13224;

(v) a person that is named as a “specially designated national” on the most current list published by the U.S. Treasury Department Office of Foreign Asset Control at its official website or any replacement website or other replacement official publication of such list; or

(vi) a person who is affiliated with a person listed above.

(c) Upon Lender's or Trustee's request from time to time during the term of the Loan, Borrower shall certify in writing to Lender or Trustee, as applicable, that Borrower's representations, warranties, covenants and obligations under this Section 9.12 remain true and correct and have not been breached. Borrower shall immediately notify Lender and Trustee in writing if any of such representations, warranties or covenants are no longer true or have been breached or if Borrower has a reasonable basis to believe that they may no longer be true or have been breached. In connection with such an event, Borrower shall comply with all legal requirements and directives of governmental authorities and, at Lender's or Trustee's request, provide to Lender and Trustee copies of all notices, reports and other communications exchanged with, or received from, governmental authorities relating to such an event. Borrower shall also reimburse Lender and Trustee any expenses incurred by Lender or Trustee in evaluating the effect of such an event on the Loan and Lender's or Trustee's interest in any collateral, in obtaining any necessary license from governmental authorities as may be necessary for Lender or Trustee to enforce its rights under the Documents, and in complying with all legal requirements applicable to lenders as the result of the existence of such an event and for any penalties or fines imposed upon Lender or Trustee as a result thereof.

(d) Borrower is hereby notified that pursuant to the requirements of the USA Patriot Act, Lender and Trustee are required to obtain, verify and record information that identifies Borrower, which information includes the name and address of Borrower and other information that will allow Lender and Trustee to identify Borrower in accordance with the USA Patriot Act.

Section 9.13. Conflict with HUD-Insured Loan and HUD Regulations; Supremacy of Lender Mortgages and HUD Regulatory Agreement.

(a) The provisions hereof are subordinate and subject to the National Housing Act, HUD and GNMA regulations, related administrative requirements, and the Lender Mortgages, Lender Borrower Notes (as defined in the Trust Indenture), the HUD Regulatory Agreements and the other Lender Loan Documents. In the event of any conflict between the provisions of this Agreement and the provisions of any applicable HUD regulations, Program Obligations (as defined in the Lender Loan Documents), GNMA statutory, regulatory or administrative requirements, or the Lender Loan Documents, the HUD regulations, Program Obligations (as defined in the Lender Loan Documents), the GNMA statutory, regulatory or administrative requirements, or the Lender Loan Documents, as applicable, shall control. Any ambiguity or inconsistency will be resolved in favor of, and pursuant to, the Program Obligations (as defined in the Lender Loan Documents), HUD and GNMA statutory, regulatory and administrative requirements and the terms of the Lender Loan Documents.

(b) Enforcement of this Agreement will not result in any claim against the Development, the undisbursed proceeds of the Lender Loans (collectively, the "HUD-Insured Loan"), any reserve or deposit required by HUD in connection with the HUD-Insured Loan or the rents or income from the Development (other than available Surplus Cash, as such term is defined in the HUD Regulatory Agreements or as otherwise permitted by HUD).

(c) The Borrower shall not be deemed to be in violation of this Agreement if it shall take (or refrain from taking) any actions required (or prohibited) by HUD pursuant to the National

Housing Act, applicable HUD (and Section 8, if applicable) Regulations and related administrative requirements or the Lender Loan Documents.

(d) Any Project funds held by the Lender for or on behalf of the Borrower shall be maintained separate and apart from the funds established and held by the Trustee and the various escrows and funds, if any, under the Indenture.

(e) No amendment to this Agreement shall conflict with the provisions of the National Housing Act, any applicable HUD regulations, related administrative requirements, the Lender Loan Documents, or any applicable GNMA regulations and related administrative requirements.

(f) This Agreement shall not be construed to restrict or adversely affect the duties and obligations of the Lender under the contract of mortgage insurance between HUD and the Lender with respect to the Project.

(g) None of the Issuer, the Trustee or any owner of the Bonds has or shall be entitled to assert any claim against the Development, the undisbursed HUD-Insured Loan proceeds, any reserves or deposits required by HUD in connection with the HUD-Insured Loan or the rents or deposits or other income of the property other than “Surplus Cash” as defined in the HUD Regulatory Agreements.

(h) Nothing herein is intended to alter or conflict with the terms, conditions, and provisions of the HUD regulations, handbooks, administrative requirements, lender notices and the Program Obligations in effect at the time of HUD’s endorsement of the Lender Borrower Notes, or the documents required to be executed by the Borrower in connection with the endorsement of the Lender Borrower Notes; and to the extent that they do so, the HUD regulations, administrative requirements, handbooks, lender notices, Program Obligations and documents shall control and this Agreement shall be amended or deemed amended so as not to alter or conflict with the aforesaid regulations, documents, administrative requirements, handbooks, notices or Program Obligations. This Section 9.13 shall terminate and be void upon termination of the last HUD-Insured Loan.

(i) Notwithstanding anything in the Indenture (with the exception of Section 9.13(j) below), this Agreement, the Note or the Bond Purchase Agreement to the contrary, in no event shall HUD have any claim to or lien upon the Trust Estate under the Indenture and funds held by the Trustee under the Indenture and pledged to secure the repayment of the Bonds. Further, nothing herein shall restrict the rights and obligations of the parties as they relate to the Bonds and the rights and obligations therein are not subordinated.

(j) In the event of an assignment or conveyance of the Lender Loans to the FHA Commissioner, subsequent to the issuance of the Bonds, all money, other than Bond proceeds, remaining in all funds and accounts other than the Rebate Fund and any other funds remaining under the Indenture after payment or provision for payment in full of debt service on the Bonds and the fees and expenses of the Issuer, the Trustee and such other parties unrelated to the Borrower (other than funds originally deposited by the Borrower or related parties on or before the date of issuance of the Bonds) shall be returned to the Lender.

**SIGNATURE PAGE TO
LOAN AGREEMENT
(San Jose Apartments)**

IN WITNESS WHEREOF, the Issuer and the Borrower have caused this Agreement to be executed in their respective official names, and the Issuer has caused its official seal to be hereunto affixed and caused its execution to be attested by its duly authorized officer, all as of the date first above written.

**OSCEOLA COUNTY HOUSING FINANCE
AUTHORITY**

By: _____
Duane Owen, Chair

(SEAL)

ATTEST:

By: _____
George S. Flint, Assistant Secretary

**SIGNATURE PAGE TO
LOAN AGREEMENT
(San Jose Apartments)**

BORROWER:

SAN JOSE PRESERVATION, LTD., a Florida
limited partnership

By: **SAN JOSE PRESERVATION GP LLC**, a
Delaware limited liability company, its
general partner

By: _____
Russell Condas
Vice President

The General Partner hereby agrees with the representations applicable to the General Partner set forth in Article II of this Agreement.

GENERAL PARTNER:

SAN JOSE PRESERVATION GP LLC, a
Delaware limited liability company

By: _____
Russell Condas
Vice President

EXHIBIT A

DEVELOPMENT DESCRIPTION

A 121-unit multifamily rental housing facility project to be occupied by persons of low, middle or moderate income to be known as San Jose Apartments and located in Seminole County, Florida.

EXHIBIT B
FORM OF PROMISSORY NOTE

PROMISSORY NOTE

(San Jose Apartments)

Principal Amount - **[\$27,500,000]**
Dated Date: _____, 202__

Maturity Date: _____, 202__

FOR VALUE RECEIVED, the undersigned (“Borrower”) promises to pay to the order of the **OSCEOLA COUNTY HOUSING FINANCE AUTHORITY** (the “Issuer”), a public body corporate and politic organized and existing under the laws of the State of Florida, its successor and assigns, including but not limited to **THE BANK OF NEW YORK MELLON TRUST COMPANY, N.A.**, a national banking association, as Trustee (“the Trustee”), the principal sum of **[TWENTY SEVEN MILLION FIVE HUNDRED THOUSAND AND NO/100 DOLLARS (\$27,500,000)]**, with interest on the unpaid principal balance from time to time outstanding at the annual rate of ____% and all other fees, expenses and payments as set forth in the Loan Agreement (as herein defined) and the Bond Documents (collectively, the “Transaction Documents”), the terms of which documents are incorporated herein by reference. Terms not otherwise defined in this Promissory Note (the “Note”) shall have the respective meanings as set forth in the Trust Indenture dated as of _____ 1, 2025, between the Issuer and the Trustee (the “Indenture”) and the Loan Agreement between the Issuer and the Borrower dated as of _____ 1, 2025 (the “Loan Agreement”).

The Borrower shall make principal and interest payments, in amounts necessary to pay the principal, interest, premium, if any on the Bonds when due whether by maturity, acceleration, tender, redemption or otherwise.

All payments hereunder shall be paid (a) in lawful money of the United States of America, (b) in funds which shall be immediately available on such payment due date, (c) prior to 3:00 p.m. on such payment due date, and (d) to the Trustee or its agent at its Trust Office or such other place as the Trustee or a successor trustee may designate in writing to the Issuer and the Borrower. If amounts due hereunder are not paid when due, the unpaid balance shall continue to bear interest from such due date until the date of payment.

This Note is subject to all of the terms, conditions and provisions of the Transaction Documents, including, without limitation, those respecting prepayment and the acceleration of maturity and defaults. The outstanding principal hereof is subject to acceleration as provided in Article VII of the Loan Agreement.

This Note is made pursuant to the Loan Agreement wherein, among other things, the Issuer has agreed to loan to the Borrower and the Borrower has agreed to take a loan in the principal amount above, being the proceeds from the sale of those certain **[\$27,500,000]** Osceola County Housing Finance Authority Multifamily Housing Revenue Bonds, 2025 Series __ (San Jose Apartments) (the “Bonds”), said proceeds to be disbursed to the Borrower in accordance with the

provisions of the Transaction Documents. The Bonds are being issued by the Issuer pursuant to the Indenture.

At the option of the Issuer or the Trustee, exercised in accordance with the Indenture, the entire principal balance and accrued interest owing hereon shall at once become due and payable without notice or demand upon the occurrence at any time of any of the events (collectively, the “Events of Default”) set forth in the Loan Agreement or the Transaction Documents as defaults or Events of Default, after the passage of any applicable grace or cure period provided therein. Further, the Issuer or the Trustee may take whatever action at law or in equity may appear necessary or desirable to collect the amounts then due and thereafter to become due, or to enforce performance and observance of any obligation or covenant of the Borrower under this Note or the other Transaction Documents.

The Issuer’s or the Trustee’s failure to exercise the option to accelerate the maturity of this Note upon the happening of any one or more of the Events of Default shall not constitute a waiver of the right of the Issuer or the Trustee to exercise the same or any other option at that time with respect to such Event of Default or any other default hereunder or under any instrument securing, governing, guaranteeing or evidencing the loan evidenced by this Note (the “Loan”). The remedies provided in this Note in any other documents or instrument securing, governing, guaranteeing or evidencing the Loan, shall be cumulative and concurrent and may be pursued separately, successively or together as often as occasion therefor shall arise, at the direction of the Issuer. The acceptance by the holder hereof of any payment under this Note which is less than the payment in full of all amounts due and payable at the time of such payment shall not (i) constitute a waiver of or impair, reduce, release or extinguish any remedy or right to exercise the foregoing option or any other option granted to the holder or any other party in this Note, or under any other instrument securing, governing, guaranteeing or evidencing the loan evidenced hereby at that time or at any subsequent time, or nullify any prior exercise of any such option, or (ii) impair, reduce, release, extinguish or adversely affect the obligations of any party liable under such documents as originally provided therein.

The Borrower waives demand, presentment, notice of dishonor, notice of intention to accelerate the indebtedness evidenced hereby, notice of the acceleration of the maturity hereof, diligence in collecting, grace, notice (except as set forth in the Loan Agreement) and protest, and agrees to one or more extensions for any period or periods of time and to partial payments, before or after maturity, without prejudice to the holder of this Note.

If this Note is not paid when due, whether at maturity or by acceleration, or if, after the occurrence of a default or an Event of Default, this Note is placed with an attorney for collection, whether before or after maturity, the Borrower agrees to pay all reasonable costs of collection, including, but not limited to, reasonable legal fees and expenses incurred by or on behalf of the holder hereof.

The proceeds of this Note are to be used for business, commercial, investment or other similar purposes, and no portion thereof will be applied for personal, family or household use.

All agreements between the Borrower and the holder hereof, whether now existing or hereafter arising, and whether written or oral, are hereby limited so that in no event shall the

interest payable hereunder (whether contracted for, charged or received by the holder hereof) exceed the maximum amount permissible under applicable law. If, from any circumstances whatsoever, interest would otherwise be payable to the holder hereof in excess of the maximum lawful amount, the interest payable to the holder hereof shall be reduced to the maximum amount permitted under applicable law; and if from any circumstance the holder hereof shall ever receive anything of value deemed interest by applicable law in excess of the maximum lawful amount, an amount equal to any such excessive interest shall be applied to the reduction of the principal hereof and not to the payment of interest, or if such excessive interest exceeds the unpaid balance of principal hereof such excess shall be refunded to the Borrower. All interest paid or agreed to be paid to the holder hereof still, to the extent permitted by applicable law, be amortized, prorated, allocated and throughout the full period until payment in full of the principal (including the period of any renewal or extension hereof) so that the interest hereon for such full period shall not exceed the maximum amount permitted by applicable law. This paragraph shall control all agreements between the Borrower and the holder hereof.

The characterization of the obligations of the Borrower hereunder as recourse, limited recourse or non-recourse shall be governed by Section 9.03 of the Loan Agreement, which Section is hereby incorporated herein, and shall be subject to the terms thereof.

The Borrower hereby acknowledges pursuant to the Loan Agreement, the Issuer is assigning to the Trustee all of the Issuer's right, title and interest in and to this Note.

All notices, demands, other communications required or permitted to be given by the Issuer to the Borrower pursuant to this Note shall be given in accordance with Section 9.02 of the Loan Agreement. The Investor Limited Partner of the Borrower shall have the right, but not the obligation, to cure any default of Borrower hereunder and the Issuer shall accept such as if tendered by Borrower.

The Borrower agrees that any controversy arising under or in relation to this Note shall be litigated exclusively in Seminole County, Florida (the "Property Jurisdiction"). The state and federal courts and authorities with jurisdiction in the Property Jurisdiction shall have exclusive jurisdiction over all controversies, which shall arise under or in relation to this Note. The Borrower irrevocably consents to service, jurisdiction, and venue of such courts for any such litigation and waives any other venue to which it might be entitled by virtue of domicile, habitual residence or otherwise.

THE BORROWER AND THE ISSUER EACH (A) AGREES NOT TO ELECT A TRIAL BY JURY WITH RESPECT TO ANY ISSUE ARISING OUT OF THIS NOTE OR THE RELATIONSHIP BETWEEN THE PARTIES, AS THE ISSUER AND THE BORROWER, THAT IS TRIABLE OF RIGHT BY A JURY AND (B) WAIVES ANY RIGHT TO TRIAL BY JURY WITH RESPECT TO SUCH ISSUE TO THE EXTENT THAT ANY SUCH RIGHT EXISTS NOW OR IN THE FUTURE. THIS WAIVER OF RIGHT TO TRIAL BY JURY IS SEPARATELY GIVEN BY EACH PARTY, KNOWINGLY AND VOLUNTARILY WITH THE BENEFIT OF COMPETENT LEGAL COUNSEL.

The provisions of this Note and the Transaction Documents shall be binding on the successors and assigns of the Borrower, including, but not limited to, any receiver, trustee,

representative or other person appointed under foreign or domestic bankruptcy, receivership or similar proceedings of the Borrower, and any person having an interest in the Borrower.

If any provision of this Note shall be invalid, illegal, or unenforceable, the validity, legality and enforceability of the remaining portions shall not in any way be affected or impaired. In case any covenant, stipulation, obligation of the Borrower contained in this Note shall for any reason be held to be in violation of law, then such covenant, stipulation, obligation or agreement shall be deemed to be the covenant, stipulation, obligation or agreement of the Borrower to the full extent permitted by law.

THIS NOTE SHALL BE CONSTRUED IN ACCORDANCE WITH THE LAWS OF THE STATE OF FLORIDA AND THE LAWS OF THE UNITED STATES APPLICABLE TO TRANSACTIONS IN THE STATE OF FLORIDA.

[SIGNATURE PAGES TO FOLLOW]

**SIGNATURE PAGE TO
PROMISSORY NOTE
(San Jose Apartments)**

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

SAN JOSE PRESERVATION, LTD., a Florida
limited liability company

By: **SAN JOSE PRESERVATION GP LLC**, a
Delaware limited liability company, its
general partner

By: _____
Russell Condas
Vice President

**ENDORSEMENT TO
BORROWER PROMISSORY NOTE
(San Jose Apartments)**

Pay to the order of:

THE BANK OF NEW YORK MELLON TRUST COMPANY, N.A., a national banking association, as Trustee, without recourse.

ATTEST:

**OSCEOLA COUNTY HOUSING
FINANCE AUTHORITY**

By: _____
George S. Flint, Assistant Secretary

By: _____
Duane Owen, Chair

Dated as of _____, 2025

EXHIBIT C
HAZARDOUS SUBSTANCES REPORT

EXHIBIT D
PROGRAM REPORT

EXHIBIT E

FHA/HUD REQUIREMENTS FOR ADVANCE OF MORTGAGE PROCEEDS

Not Applicable

SECTION 2

EXHIBIT B-2

SUBORDINATE LOAN AGREEMENT

SUBORDINATE LOAN AGREEMENT

by and between

OSCEOLA COUNTY HOUSING FINANCE AUTHORITY
as Issuer

and

SAN JOSE PRESERVATION, LTD.
as Borrower

Relating to:

[\$8,000,000]
OSCEOLA COUNTY HOUSING FINANCE AUTHORITY
SUBORDINATE MULTIFAMILY HOUSING REVENUE NOTE,
2025 SERIES ____
(SAN JOSE APARTMENTS)

Dated as of _____ 1, 2025

Except for certain reserved rights, the interest of the Osceola County Housing Finance Authority in this Subordinate Loan Agreement has been pledged and assigned to Royal Abstract Intermediary LLC as qualified intermediary under Exchange No. [55591] for [San Jose Apartments, LLC, a Florida limited liability company], and any successor or assign, pursuant to an Assignment of Subordinate Mortgage and Subordinate Loan Documents, dated as of _____ 1, 2025.

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SUBORDINATE LOAN AGREEMENT

This **SUBORDINATE LOAN AGREEMENT** (this “Subordinate Loan Agreement”) is made and entered into as of the _____ 1, 2025, between the **OSCEOLA COUNTY HOUSING FINANCE AUTHORITY** (the “Issuer”), a public body corporate and politic, duly created and existing under and by virtue of the laws of the State of Florida (the “State”), and **SAN JOSE PRESERVATION, LTD.**, a Florida limited partnership (the “Borrower”).

RECITALS:

WHEREAS, the Legislature of the State has enacted the Florida Housing Finance Authority Law, Sections 159.601 et seq., Florida Statutes, as amended, pursuant to which the State has empowered each county in the State to create by ordinance a separate public body corporate and politic, to be known as a housing finance authority of the county for which it was created, for the purpose of alleviating a shortage of housing and creating capital for investment in housing in the area of operation of such housing finance authority; and

WHEREAS, the Issuer is authorized and empowered by the Florida Housing Finance Authority Law, Sections 159.601 et seq., Florida Statutes, as amended and Ordinance #81-4 enacted on September 28, 1981, and effective November 3, 1981 (collectively, the “Act”), to finance multifamily rental housing within Osceola County, Florida (the “County”) by issuing its revenue bonds to provide funds to finance the acquisition, rehabilitation and development thereof; and

WHEREAS, the Act authorizes the Issuer: (a) to make loans to any person, or to purchase loans, including federally insured mortgage loans, in order to provide financing for residential rental developments located within the Issuer’s area of operations, which are to be occupied by persons of moderate, middle or lesser income; (b) to issue its revenue bonds pursuant to the Act, for the purpose of obtaining money to make or to purchase such loans and provide such financing, to establish necessary reserve funds and to pay administrative costs and other costs incurred in connection with the issuance of such bonds and notes; and (c) to pledge all or any part of the revenues, and receipts to be received by the Issuer from or in connection with such loans, and to mortgage, pledge, or grant security interests in such loans in order to secure the payment of the principal or redemption price of and interest on such bonds and notes; and

WHEREAS, the Borrower has requested that the Issuer issue and deliver its Subordinate Multifamily Housing Revenue Note, 2025 Series ____ (San Jose Apartments) (the “Subordinate Revenue Note”) in the original aggregate principal amount of [**\$ __,000,000**] directly to Royal Abstract Intermediary LLC, as qualified intermediary under Exchange No. [**55591**] (“Qualified Intermediary”) for [**San Jose Apartments, LLC, a Florida limited liability company**], and any successor or assign (the “Seller”) in order to finance a portion of the costs of the acquisition, rehabilitation, installation and equipping of a 121-unit multifamily rental housing facility project to be occupied by persons of low, middle or moderate income and related personal property and equipment known as San Jose Apartments, and located in the City of Winter Park, Seminole County, Florida (collectively, the “Project”); and

WHEREAS, pursuant to the Assignment of Subordinate Mortgage and Subordinate Loan Documents (as defined below), the Issuer will assign to the Subordinate Lender all its interest in and to this Subordinate Loan Agreement (except for the Issuer's rights to receive payment of certain items and indemnification) to the Subordinate Lender; and

WHEREAS, the Borrower will execute and deliver to the Issuer a Subordinate Borrower Note, dated _____, 2025 (the "Subordinate Borrower Note"), a form of which is attached hereto as Exhibit C, and has further agreed to secure its obligations under this Subordinate Loan Agreement and the Subordinate Borrower Note by a Mortgage and Security Agreement of even date herewith from the Borrower to the Issuer (the "Subordinate Mortgage") pursuant to which the Borrower will grant a subordinate mortgage lien on the Project, which Subordinate Mortgage will be assigned by the Issuer to the Subordinate Lender pursuant to the Assignment of Subordinate Mortgage and Subordinate Loan Documents; and

NOW, THEREFORE, in consideration of the mutual agreements hereinafter contained, the parties agree as follows:

ARTICLE 1 DEFINITIONS AND INTERPRETATION

Section 1.1. Definitions.

Unless the context otherwise requires, defined terms in the Recitals and elsewhere herein, and in any agreement supplemental hereto, shall have the meanings herein specified below, such definitions to be equally applicable to both the singular and plural forms of any of the terms defined. Any capitalized terms not defined herein shall have the definitions provided in the Senior Trust Indenture.

"Assignment of Subordinate Mortgage and Subordinate Loan Documents" means the Assignment of Subordinate Mortgage and Subordinate Loan Documents, dated as of _____ 1, 2025, from the Issuer to the Subordinate Lender assigning the Issuer's right, title and interest (other than certain reserved rights) in the Subordinate Mortgage, the Subordinate Borrower Note and this Subordinate Loan Agreement to the Subordinate Lender.

"Authorized Borrower Representative" means any person at the time designated to act on behalf of the Borrower by written certificate furnished to the Issuer and the Subordinate Lender, containing the specimen signature of such person and signed on behalf of the Borrower. Such certificate may designate an alternate or alternates.

"Authorizing Resolution" means collectively, the resolution of the Issuer adopted by the Board on _____, 2025, authorizing the issuance and sale of the Subordinate Revenue Note, as the same may be amended, modified or supplemented by any amendments or modifications thereof.

"Available Net Cash Flow" means with respect to any payment period, not more than 75% of Surplus Cash (as defined in the HUD Regulatory Agreements in the priority enumerated in Section 10.1 of the Partnership Agreement of the Borrower).

“Board” means the governing body of the Issuer.

“Bond Year” means any twelve-month period ending on the anniversary of the Closing Date; except as provided in the Tax Certificate.

“Borrower” means San Jose Preservation, Ltd., a Florida limited partnership, its successors and assigns.

“Capital Transaction Proceeds” means amounts payable on the Subordinate Revenue Note from Capital Transaction proceeds pursuant to Section [10.1B(vi)] of the Partnership Agreement.

“Certificate” means a certification in writing required or permitted of Borrower by the provisions of the Subordinate Loan Agreement or the other Subordinate Loan Documents, signed and delivered to the Subordinate Lender or other proper person or persons. If and to the extent required by the provisions of hereof, each Certificate shall include the statements provided for in Section 1.02.

“Closing Date” means _____, 2025, the date of issuance and initial delivery to the Subordinate Lender of the Subordinate Revenue Note as provided in Section 3.01 hereof.

“Code” means the Internal Revenue Code of 1986, as amended and Treasury Regulations promulgated thereunder.

“Compliance Monitoring Fee” means an annual administrative and compliance monitoring fee equal to \$10,000 per year pursuant to the Regulatory Agreement. As long as the Borrower is paying the Issuer Fee to the Issuer under the Senior Loan Documents, the Compliance Monitoring Fee will not be due hereunder.

“Computation Date” means the end of the fifth Bond Year, every fifth anniversary thereafter, and the date on which all principal of and interest on the Subordinate Revenue Note are finally paid.

“Default” means default in the performance or observance of any of the covenants, agreements or conditions on the part of the Borrower contained in the Subordinate Revenue Note, this Subordinate Loan Agreement or any of the other Subordinate Loan Documents, exclusive of any notice or period of grace required for a default to constitute an “Event of Default” as hereinafter provided.

“Event of Default” means an Event of Default described in Section 8.01 hereof, which has not been cured.

“Guarantees” mean, collectively, the Subordinate Environmental Indemnity among the Issuer, the Borrower, the Guarantors and the Subordinate Lender dated as of _____ 1, 2025 and the Subordinate Continuing, Absolute and Unconditional Guaranty of Recourse Obligations among the Issuer, the Borrower, the Guarantors and the Subordinate Lender, dated as of _____ 1, 2025.

“Guarantors” means, individually and collectively means, [San Jose Preservation, Ltd., San Jose Preservation GP LLC, Lincoln Avenue Capital LLC, San Jose Developer LLC, Jeremy Bronfman 2014 Revocable Trust, and Jeremy S. Bronfman, individually,] together with their respective permitted successors and assigns.

“HUD Subordination Agreement” means the Subordination Agreement-Public (form HUD-92420M) among the Borrower, the Issuer, and Lender in connection with the Lender Loans and the Subordinate Loan.

“Independent”, when used with reference to an attorney, engineer, architect, certified public accountant, or other professional person, means a person who (i) is in fact independent, (ii) does not have any material financial interest in the Borrower or the transaction to which his Certificate or opinion relates (other than the payment to be received for professional services rendered), and (iii) is not connected with the Issuer or the Borrower as an officer, director or employee.

“Independent Counsel” means an Independent attorney duly admitted to practice law before the highest court of any state.

“Investor Limited Partner” has the meaning set forth in Section 9.12 hereof.

“Issuer Fee” means collectively, the Issuer’s (i) one (1) time initial issuance fee payable to the Issuer on or before the Closing Date as set forth in the Senior Loan Documents and (ii) the Compliance Monitoring Fee.

“Land” means the Land described in Exhibit A to the Subordinate Mortgage, as amended from time to time, constituting the site on which the Project Buildings are located.

“Maturity Date” means the earlier of (i) _____ 1, 202__ or (ii) an acceleration of the payment, in full, of the then-outstanding principal of the Subordinate Revenue Note plus the unpaid interest thereon pursuant to the terms of this Subordinate Loan Agreement, the Subordinate Revenue Note, the Subordinate Mortgage, or any other document relating to the Subordinate Loan.

“Mortgaged Property” means the Mortgaged Property as defined in the Subordinate Mortgage.

“Opinion of Counsel” means a written opinion of counsel (who need not be Independent Counsel unless so specified) appointed by the Borrower and the Issuer. If and to the extent required by the provisions of Section 1.02 hereof, each Opinion of Counsel shall include the statements provided for in said Section 1.02.

“Outstanding” when used as of any particular time with reference to the Subordinate Revenue Note, means the then outstanding principal balance of the Subordinate Revenue Note theretofore executed and delivered under the Authorizing Resolution, but excepting any Subordinate Revenue Note in lieu of or in substitution for which another Subordinate Revenue Note shall have been executed and delivered pursuant to the terms of the Authorizing Resolution.

“Partnership Agreement” means the Amended and Restated Agreement of Limited Partnership, dated _____, 2025, as may be amended and supplemented from time to time.

“Person” means any natural person, corporation, joint venture, cooperative, partnership, trust or unincorporated organization, government or governmental body or agency, political subdivision or other legal entity, as in the context may be appropriate.

“Project” means the Project described in Section 1.03 hereof

“Project Buildings” means the buildings located at 2353 Winter Woods Boulevard, Winter Park, Florida 32792, Seminole County Florida, which will be acquired and owned by the Borrower.

“Project Facilities” means the Project Buildings and the Land.

“Rebate Amount” means, with respect to a Rebate Payment Date, the amount which would be required to be paid as rebate with respect to Subordinate Revenue Note under Section 148(f) on the Code if the Subordinate Revenue Note were finally paid on the related Computation Date.

“Rebate Payment Date” means each date on which any Rebate Amount then due is paid to the United States of America pursuant to Section 148(f) of the Code.

“Redeem” or “redemption” means and includes “prepay” or “prepayment” as the case may be.

“Registrar” means The Bank of New York Mellon Trust Company, N.A., a national banking association, and its successors, as registrar under the Registrar Agreement.

“Registrar Agreement” means the Subordinate Revenue Note Registrar Agreement regarding the Subordinate Loan among the Borrower, the Registrar and the Issuer, dated as of _____ 1, 2025.

“Registrar Fee” means the fee payable pursuant to the Registrar Agreement.

“Regulatory Agreement” means the Land Use Restriction Agreement, dated as of _____ 1, 2025, among the Issuer, the Borrower and The Bank of New York Mellon Trust Company, N.A., as trustee for the Senior Bonds and registrar for the Subordinate Revenue Note.

“Senior Bonds” means the **[\$27,500,000]** Osceola County Housing Finance Authority Multifamily Housing Revenue Bonds, 2025 Series __ (San Jose Apartments).

“Senior Loan Documents” means all instruments and documents evidencing or securing the Senior Loan.

“Senior Loan Note” means the Borrower’s Promissory Note (San Jose Apartments) dated the Closing Date, evidencing the Senior Loan.

“Senior Loan” means the loan of the proceeds of the Senior Bonds to the Borrower, as evidenced by the Senior Loan Note.

“Senior Trust Indenture” means that certain Trust Indenture between Borrower and Issuer in connection with the Senior Bonds.

“Subordinate Borrower Documents” means this Subordinate Loan Agreement, the Subordinate Borrower Note, the Subordinate Mortgage, the HUD Subordination Agreement, the Regulatory Agreement, the Registrar Agreement and the Guarantees.

“Subordinate Borrower Note” means that promissory note from the Borrower to the Issuer securing the Borrower’s payment obligations under the Subordinate Loan in the form attached hereto as Exhibit C.

“Subordinate Holder” or “Subordinate Revenue Noteholder” or “Subordinate Owner” means the person or persons in whose name the Subordinate Revenue Note shall be registered.

“Subordinate Issuer Documents” means the Subordinate Loan Agreement, Subordinate Revenue Note, the Regulatory Agreement, the Registrar Agreement, Subordinate Borrower Note, and the Assignment of Subordinate Mortgage.

“Subordinate Lender” means, initially, Royal Abstract Intermediary LLC, as qualified intermediary under Exchange No. **[55591]**(“Qualified Intermediary”) for **[San Jose Apartments, LLC, a Florida limited liability company]**, and any successor or assign (“Seller”).

“Subordinate Loan” means the loan from the Issuer to the Borrower made pursuant to this Subordinate Loan Agreement.

“Subordinate Loan Agreement” means this Subordinate Loan Agreement, dated as of _____ 1, 2025, between the Issuer and the Borrower, as amended or supplemented from time to time.

“Subordinate Loan Documents” means the Subordinate Issuer Documents and the Subordinate Borrower Documents.

“Subordinate Loan Repayments” means the payments made or to be made by the Borrower pursuant to Section 5.01 hereof.

“Subordinate Mortgage” means the Mortgage and Security Agreement, dated as of _____ 1, 2025, from the Borrower to the Issuer, as amended or supplemented from time to time.

“Subordinate Revenue Note” means the Issuer’s Subordinate Multifamily Housing Revenue Note, 2025 Series ____ (San Jose Apartments) in the original principal amount of **[\$8,000,000.]**

“Tax Certificate” means the Borrower’s Tax Certificate, dated the Closing Date.

Section 1.2. Characteristics of Certificate or Opinion.

Every Certificate or opinion with respect to compliance with a condition or covenant provided for in this Subordinate Loan Agreement or the other Subordinate Loan Documents shall include: (a) a statement that the person or persons making such Certificate or opinion have read such covenant or condition and the definitions herein relating thereto; (b) a brief statement as to the nature and scope of the examination or investigation upon which the statements or opinions contained in such Certificate or opinion are based; (c) a statement that, in the opinion of the signers, they have made or caused to be made such examination or investigation as is necessary to enable them to express an informed opinion as to whether or not such covenant or condition has been complied with; and (d) a statement as to whether, in the opinion of the signers, such condition or covenant has been complied with.

Any such Certificate made or given by an officer of the Borrower or the Issuer may be based, insofar as it relates to legal matters, upon an opinion of counsel, unless such an officer knows that the opinion with respect to the matters upon which his certificate or opinion may be based as aforesaid are erroneous, or, in the exercise of reasonable care, should have known that the same were erroneous. Any such opinion made or given by counsel may be based (insofar as it relates to factual matters or information which is in the possession of the Issuer or the Borrower) upon the certificate or opinion of or representations by an officer of the Borrower or the Issuer, unless such counsel knows that the Certificate or opinion or representations with respect to the matters upon which the opinion may be based as aforesaid are erroneous, or, in the exercise of reasonable care, should have known that the same were erroneous.

Section 1.3. Description of Project.

The term “Project” refers to the acquisition, rehabilitation, installation and equipping of a 121-unit multifamily rental housing facility project to be occupied by persons of low, middle or moderate income and related personal property and equipment, and located in the City of Winter Park, Seminole County, Florida, which are owned by the Borrower.

Section 1.4. Additional Provisions as to Interpretation.

All references herein to “Articles”, “Sections” and other subdivisions are to the corresponding Articles, Sections or subdivisions of this Subordinate Loan Agreement; and the words “herein,” “hereof,” “hereunder” and other words of similar import refer to this Subordinate Loan Agreement as a whole and not any particular Article, Section or subdivision hereof.

Any terms defined in any other Subordinate Borrower Documents or Subordinate Issuer Documents but not defined herein shall have the same meaning herein unless the context hereof clearly requires otherwise.

ARTICLE 2 REPRESENTATIONS

Section 2.1. Representations by the Issuer.

The Issuer makes the following representations as the basis for its undertakings herein:

(a) The Issuer is a public body corporate and politic, duly created and existing by virtue of the laws of the State and is authorized to issue the Subordinate Revenue Note to finance the Project pursuant to the Act.

(b) In authorizing the Project, the Issuer's purpose is to promote the public welfare by continuing to provide residential housing within the meaning of the Act and assisting persons within the State to obtain decent, safe and sanitary housing at rentals they can afford; and facilitating the development of rental housing opportunities for residents of the Issuer.

(c) A public hearing on the proposal to finance the Project was called and held on [____], at which time all persons who appeared were given an opportunity to express their views with respect to the proposal to undertake and finance the Project.

(d) The Issuer has duly authorized the execution and delivery of the Subordinate Issuer Documents.

(d) The issuance and sale of the Subordinate Revenue Note and the execution, delivery and performance of the Subordinate Issuer Documents by the Issuer have been duly authorized by resolutions of the Board, including the Authorizing Resolution, duly adopted at a meeting of the Board by a vote of the requisite majority of its members.

(e) To the actual knowledge of the Issuer officials, there is no litigation pending or, without inquiry, threatened questioning the authority of the Issuer to issue the Subordinate Revenue Note, the authority of the Issuer to execute and deliver the Subordinate Issuer Documents, the tax-exempt status of interest on the Subordinate Revenue Note, or the authority of any member of the Board or other officer or employee of the Issuer to hold office or take part in any of the transactions contemplated hereby.

Section 2.2. Representations, Warranties and Covenants of the Borrower.

The Borrower represents, warrants and covenants as follows:

(a) The Borrower is a limited partnership duly created under the laws of the State of Florida, is in good standing and duly authorized to conduct its business in the State of Florida and all other states where its activities require such authorization, has power to enter into the Subordinate Borrower Documents and to use the Project for the purpose set forth in this Agreement and by proper company action has authorized the execution and delivery of the Subordinate Borrower Documents.

(b) The execution and delivery of the Subordinate Borrower Documents, the consummation of the transactions contemplated thereby, and the fulfillment of the terms and

conditions thereof do not and will not conflict with or result in a breach of any of the terms or conditions of the Borrower's partnership agreement and other organizational documents, any restriction or any agreement or instrument to which the Borrower is now a party or by which it is bound or to which any property of the Borrower is subject, and do not and will not constitute a default under any of the foregoing or a violation of any order, decree, statute, rule or regulation of any court or of any state or federal regulatory body having jurisdiction over the Borrower or its properties, including the Project, and do not and will not result in the creation or imposition of any lien, charge or encumbrance of any nature upon any of the property or assets of the Borrower contrary to the terms of any instrument or agreement to which the Borrower is a party or by which it is bound.

(c) The design and plan of the Project comprise a housing development as contemplated by the Act, specifically a development designed to be affordable by persons and families with adjusted gross income not in excess of the limits set forth in the Act; and subject to the other provisions of this Agreement, it is presently intended and reasonably expected that the equipment purchased from the proceeds of the Subordinate Revenue Note will be permanently located and exclusively used on the Land and that the Borrower will operate the Project Buildings on the Land throughout the term of this Agreement in the normal conduct of the Borrower's business;

(d) The Subordinate Revenue Note is issued within the exemption provided under Section 142(d) of the Code with respect to qualified residential rental projects; and "substantially all" of the proceeds of the Subordinate Revenue Note will be used for expenditures chargeable to the capital account of the Project;

(e) There is public access to the Project; and, as of the date hereof, and to the Borrower's knowledge, the use of the Project as designed and proposed to be operated complies, in all material respects, with all presently applicable development, pollution control, water conservation and other laws, regulations, rules and ordinances of the federal government and the State and the respective agencies thereof and the political subdivisions in which the Project is located. All necessary and material approvals of and licenses, permits, consents and franchises from federal, state, county, municipal or other governmental authorities having jurisdiction over the Project have been, or will be, obtained to acquire, rehabilitate, install, and operate the Project and the Borrower has obtained all necessary approvals to enter into, execute and perform its obligations under the Subordinate Borrower Documents.

(f) The proceeds of the Subordinate Revenue Note and the Senior Loan, together with any other funds to be contributed to the Project by the Borrower, loaned to the Borrower or otherwise in accordance with this Agreement, will be sufficient to pay the cost of acquiring, rehabilitating and equipping the Project, and all costs and expenses incidental thereto, and the proceeds of the Subordinate Revenue Note will be used only for the purposes contemplated hereby and allowable under the Act.

(g) The Borrower is not in the trade or business of selling properties such as the Project and is acquiring the Project for investment purposes only or otherwise for use by the Borrower in its trade or business, and therefore the Borrower has no intention now or in the foreseeable future to voluntarily sell, surrender or otherwise transfer, in whole or part, its interest in the Project.

(h) There are no actions, suits, or proceedings pending or, to the knowledge of the Borrower, threatened against or affecting the Borrower or any property of the Borrower in any court or before any federal, state, municipal or other governmental agency, which, if decided adversely to the Borrower would have a material adverse effect upon the Borrower or upon the business or properties of the Borrower; and the Borrower is not in default with respect to any order of any court or governmental agency.

(i) The Borrower is not in default in the payment of the principal of or interest on any indebtedness for borrowed money nor in default under any instrument or agreement under and subject to which any indebtedness for borrowed money has been issued.

(j) The Borrower has filed all federal and state income tax returns which, to the knowledge of the officers of the Borrower, are required to be filed and has paid all taxes shown on said returns and all assessments and governmental charges received by the Borrower to the extent that they have become due.

(k) To the Borrower's knowledge, no public official of the Issuer has a conflict of interest arising from this Agreement nor will any public official either directly or indirectly benefit financially from this Agreement.

ARTICLE 3

ISSUANCE OF SUBORDINATE REVENUE NOTE; LOAN OF PROCEEDS

Section 3.1. Issuance of Subordinate Revenue Note by Issuer; Registration, Transfer and Cancellation of Subordinate Revenue Note.

The Issuer will issue the Subordinate Revenue Note as provided in the Act and the Authorizing Resolution and will deliver the Subordinate Revenue Note to the Subordinate Lender to evidence the obligation to pay a portion of the purchase price of the Project. The Subordinate Lender will receive the Subordinate Revenue Note on the Closing Date, upon satisfaction of the terms and conditions set forth in Section 3.03 (the "Closing"). The proceeds of the Subordinate Revenue Note are considered to be loaned to the Borrower as provided in Section 3.02 of this Subordinate Loan Agreement.

The Issuer will issue the Subordinate Revenue Note in the authorized original aggregate principal amount of **[\$8,000,000]**, consisting of a single fully registered Subordinate Revenue Note, numbered R-1, of even date herewith, substantially in the form and containing the terms and provisions set forth in Exhibit A hereto. The Subordinate Revenue Note matures on the Maturity Date and will bear interest at the rates set forth in the Subordinate Revenue Note, accruing from the Effective Date set forth in the Subordinate Revenue Note, and will be repaid in accordance with the Subordinate Revenue Note.

The Subordinate Revenue Note shall be fully registered as to principal and interest in the manner and with any additional designation as the Registrar deems necessary for the purpose of identifying the registered owner thereof. The Subordinate Revenue Note shall be transferable only on the registration books of the Registrar. The Registrar shall maintain books or other records showing the name and date of registration, address and employer identification number of the

registered owner of the Subordinate Revenue Note and any transfers of the Subordinate Revenue Note as provided herein. The Subordinate Revenue Note shall initially be registered to the Subordinate Lender. Notwithstanding anything contained in this Subordinate Loan Agreement or the Subordinate Revenue Note to the contrary, the Subordinate Revenue Note may be transferred in whole, but not in part, upon delivery to the Registrar by the transferee of an executed certificate in the form attached hereto as Exhibit B. This Subordinate Revenue Note has not been, and will not be, registered under any federal or state securities laws, must be held for investment purposes only, and may be transferred only if an exemption from registration is available. In connection with any sale, assignment or transfer of the Subordinate Revenue Note, the Subordinate Lender shall give notice of such sale, assignment or transfer to the Registrar and the Registrar shall record such sale, assignment or transfer on its books or other records maintained for the registration of transfer of the Subordinate Revenue Note.

A Subordinate Revenue Note which has been surrendered for cancellation shall be cancelled and destroyed by the Registrar and shall not be reissued, and a counterpart of the certificate of destruction evidencing such destruction shall be furnished by the Registrar to the Issuer and the holder of the Subordinate Revenue Note and, upon written request therefor, to the Borrower. Any Subordinate Revenue Note so cancelled may be retained by the Registrar for such period of time as the Registrar may determine and shall be destroyed by the Registrar at the end of such period. A Subordinate Revenue Note so cancelled shall thereafter no longer be considered outstanding for any purpose of the Subordinate Revenue Note Registrar Agreement or this Subordinate Loan Agreement.

Section 3.2. Loan of Proceeds.

The Issuer hereby lends to the Borrower the entire gross proceeds of the Subordinate Revenue Note, which loan is evidenced by the Issuer's direct delivery of the Subordinate Revenue Note to the Subordinate Lender, on the Borrower's behalf. The obligation of the Borrower to repay the Subordinate Loan, together with interest thereon shall become effective immediately upon the Issuer's delivery of the Subordinate Revenue Note to the Subordinate Lender and shall be evidenced by and be repayable as set forth in the Subordinate Revenue Note.

Section 3.3. Conditions to the Closing.

The obligation of the Subordinate Lender to take delivery of, and the Issuer to deliver, the Subordinate Revenue Note under Section 3.01 is conditioned upon delivery to the Subordinate Lender and the Issuer on the Closing Date of the following:

(a) Opinions of Greenberg Traurig, P.A., as Bond Counsel with respect to the Subordinate Revenue Note, and an opinion of counsel to the Borrower, each in form and substance satisfactory to the Issuer and the Subordinate Lender;

(b) Certified copy of the Authorizing Resolution;

(c) The executed Subordinate Revenue Note, Assignment of Subordinate Mortgage and Subordinate Loan Documents and executed counterparts of this Subordinate Loan Agreement, the Subordinate Mortgage, the Guarantees, the Regulatory Agreement and the Subordinate Revenue Note Registrar Agreement;

(d) A Certificate of the Issuer, with an endorsement of the Borrower, pursuant to Section 148 of the Internal Revenue Code and pertinent regulations as to absence of arbitrage expectation;

(e) An executed Subordinate Lender Investor Letter in the form attached hereto as Exhibit B.

(g) Financing statements under the Uniform Commercial Code of the State, as the Subordinate Lender may deem necessary or desirable in order to perfect the security interests granted by the Issuer and the Borrower to secure the Subordinate Revenue Note, and completed requests for information, dated on or before the Closing Date, as to effective financing statements filed in all filing offices in which the financing statements shall have been filed;

(h) A pro forma title insurance policy or marked-up title commitment insuring the Subordinate Lender's interest under the Subordinate Mortgage, in form and substance satisfactory to the Subordinate Lender; and

(i) All other documents or certificates the Subordinate Lender may reasonably request relating to the existence and good standing of the Borrower, the legal authority for and the due execution and validity of the Subordinate Revenue Note, the Authorizing Resolution, this Subordinate Loan Agreement and the other Subordinate Loan Documents, and the tax-exempt status of interest on the Subordinate Revenue Note for Federal income tax purposes and all other relevant matters, all in form and substance satisfactory to the Subordinate Lender.

ARTICLE 4

ACQUISITION AND REHABILITATION OF THE PROJECT; APPLICATION OF PROCEEDS

Section 4.1. Agreement to Acquire and Rehabilitate the Project.

On or prior to the Closing Date the Borrower will acquire a fee interest in and to the Project. The Subordinate Revenue Note will be delivered to the Subordinate Lender to evidence the obligation to pay a portion of the purchase price of the Project or to fund a portion of the costs to renovate the Project.

Section 4.2. Borrower Required to Provide Funds in Event Subordinate Revenue Note Proceeds Insufficient.

The Issuer and the Subordinate Lender make no warranty, either express or implied, that the moneys which under the terms hereof will be available for payment of costs of the Project will be sufficient to pay such costs. The Borrower agrees that it shall pay or cause to be paid all costs of the Project and that to the extent such costs of the Project exceed the available amount of Subordinate Revenue Note proceeds, that it shall not be entitled to any reimbursement therefor from the Issuer or the Subordinate Lender, nor shall it be entitled to any diminution in or postponement of payments to be made under any provision hereof.

ARTICLE 5

LOAN REPAYMENTS AND OTHER PAYMENTS

Section 5.1. Repayment of Loan.

(a) The Borrower covenants and agrees to repay the Subordinate Loan, together with interest, in Subordinate Loan Repayments which shall be made at times and in amounts sufficient to pay, in full and when due, all principal and interest on the Subordinate Revenue Note (whether due upon maturity, redemption, mandatory prepayment or acceleration), as described in the Subordinate Revenue Note. Such payments by the Borrower under this Section shall be made directly by the Borrower to the Subordinate Lender in such coin or currency of the United States of America as may be legal tender for the payment of public and private debts. The Borrower shall furnish to the Issuer, if the Issuer so requests, the advice of transmittal of such payments at the time of transmittal of payment. All payments under this Section 5.01 shall be Subordinate Loan Repayments.

(b) The Borrower covenants and agrees to pay the Subordinate Loan Repayments due hereunder solely from Available Net Cash Flow and Capital Proceeds (except for the Subordinate Loan Repayment that is the payment due on the Maturity Date, and any prepayment, which shall be payable from any funds of the Borrower). Except for the Subordinate Loan Repayment due on the Maturity Date, and any prepayment, the obligation to make Subordinate Loan Repayments is subject to the availability of Available Net Cash Flow or Capital Proceeds, and it shall not be an event of default under this Subordinate Loan Agreement to the extent that failure to make a Subordinate Loan Repayment is due to lack of Available Net Cash Flow or Capital Proceeds. Subject to the preceding sentence, in the event the Borrower shall fail to make any Subordinate Loan Repayment as required by this Section, the payment not made shall continue as an obligation of the Borrower until the amount not paid shall have been fully paid, and the Borrower agrees to pay the same with interest thereon, which interest shall also constitute an obligation of the Borrower. To the extent permitted by law, interest on any overdue payment required hereby shall be paid at the default rate of interest rate set forth in the Subordinate Revenue Note. The Borrower shall deliver written notice to the Issuer and the Registrar upon payment in full and satisfaction of the Subordinate Loan and all Borrower obligations under the Subordinate Loan Agreement evidenced by the Subordinate Borrower Note.

Section 5.2. Additional Payments.

In addition to the Subordinate Loan Repayments, the Borrower shall pay to, or at the direction of, the Issuer or the Subordinate Lender, when due and at the times requested by the Issuer or the Subordinate Lender, as applicable, the Issuer Fee and amounts sufficient to pay in full all reasonable out-of-pocket expenses and costs of the Issuer and the Subordinate Lender incurred in the issuance and payment of the Subordinate Revenue Note and the making and collection of the Subordinate Loan, including: (i) all costs incurred in connection with the purchase, transfer, registration, exchange, or redemption of the Subordinate Revenue Note; (ii) the fees and other costs incurred for services of such engineers, architects, attorneys, management consultants, accountants, and other consultants as are employed by the Issuer or the Subordinate Lender to make examinations or reports, provide services, or render opinions required or permitted by this Subordinate Loan Agreement; (iii) all costs reasonably incurred by the Issuer or the

Subordinate Lender in the enforcement of the Subordinate Revenue Note, the Subordinate Borrower Note or this Subordinate Loan Agreement; (iv) all costs of issuing the Subordinate Revenue Note; and (v) all Rebate Amounts. Notwithstanding the foregoing, as long as the Borrower is paying the Compliance Monitoring Fee portion of the Issuer Fee to the Issuer under the Senior Loan Documents, the Compliance Monitoring Fee will not be due hereunder.

Section 5.3. No Set-Off; Borrower's Obligations Unconditional.

The obligation of the Borrower to make the payments and to perform and observe the other agreements on its part contained herein, in the other Subordinate Loan Documents and in the Subordinate Borrower Note shall be absolute and unconditional. So long as any principal of the Subordinate Revenue Note or the Subordinate Borrower Note is outstanding, the Borrower will pay without abatement, diminution or deduction (whether for taxes or otherwise) all Subordinate Loan Repayments required to be paid hereunder, regardless of any cause or circumstance whatsoever including, without limiting the generality of the foregoing: any defense, setoff, recoupment or counterclaim which the Borrower may have or assert against the Issuer, the Subordinate Lender or any other holder of the Subordinate Revenue Note or any other person; any failure of the Issuer to perform any covenant or agreement contained herein or in any other agreement between the Issuer or any Subordinate Revenue Noteholder and the Borrower; any indebtedness or liability at any time owing to the Borrower by the Issuer, the Subordinate Lender or any other Subordinate Revenue Noteholder or any other person; any acts or circumstances that may constitute failure of consideration; damage to or condemnation of the Project Facilities; eviction by paramount title; commercial frustration of purpose; bankruptcy or insolvency of the Issuer, or the Subordinate Lender; enforcement of any of the other Subordinate Loan Documents; any change in the tax or other laws of the United States of America or of any State or any political subdivision of either, or any failure of the Issuer or the Subordinate Lender to perform and observe any agreement, whether express or implied, or any duty, liability or obligation, arising out of or connected with this Subordinate Loan Agreement, the other Subordinate Loan Documents or the Authorizing Resolution.

Section 5.4. Option to Prepay Loan.

The Borrower shall have the option to prepay the Subordinate Loan and cause to be redeemed the Subordinate Borrower Note and the Subordinate Revenue Note, in whole or in part, at any time. Any partial prepayment of the Subordinate Borrower Note and the Subordinate Revenue Note shall reduce the outstanding principal balance of the Subordinate Borrower Note and the Subordinate Revenue Note in inverse order of the principal installments unpaid thereon. Any such partial prepayment shall be applied first to accrued interest and finally to installments of principal in the inverse order of their maturity.

In the event the Borrower elects to prepay the Subordinate Loan, the Borrower shall cause to be given in the name of the Issuer due notice of redemption or prepayment of the Subordinate Borrower Note and the Subordinate Revenue Note as required by the provisions thereof, and shall pay the redemption price, if any, when due to the Subordinate Lender. The Issuer hereby authorizes the Borrower to give all required notices of prepayment of the Subordinate Revenue Note.

Section 5.5. Tax-Exempt Status of Interest on the Subordinate Revenue Note.

It is the intention of the parties hereto that the interest paid on the Subordinate Revenue Note will not be included in the gross income of the recipients of said interest by reason of Section 103 and related Sections of the Code. In order to confirm and carry out such intention:

(a) The Borrower shall (i) provide such Certificates of the Authorized Borrower Representative, Opinions of Counsel, and other evidence as may be necessary or reasonably requested by the Issuer, the Subordinate Lender or any Subordinate Holder to establish the exemption of interest on the Subordinate Revenue Note under Section 103 and related Sections and the absence of arbitrage expectation under Section 148 of the Code, and (ii) file such information and statements, acting alone or with the Issuer, with the Internal Revenue Service, as may be required from the Borrower or the Issuer to establish or preserve such exemption or as may be required by Section 103 and related Sections of the Code, regulations thereunder and related provisions of law or regulation.

(b) If the Subordinate Lender shall be given notice of a proposed deficiency by the Internal Revenue Service, or if a responsible officer of the Subordinate Lender shall have actual knowledge of a proposed ruling by the Internal Revenue Service to the effect that interest on the Subordinate Revenue Note is includable in the gross income of the Subordinate Holder, the Subordinate Lender shall give notice to the Borrower of such proposed deficiency or ruling as promptly as possible and permit the Borrower, to the extent reasonably possible, to participate in contesting any such proposed deficiency or ruling. Any expenses incurred by the Borrower or by any Subordinate Holder at the request of the Borrower in connection with such contest shall be paid by the Borrower. Notwithstanding the foregoing, the Subordinate Holder shall have the right to control all proceedings before the Internal Revenue Service and any judicial proceedings relating to taxability of interest on the Subordinate Revenue Note received by the Subordinate Holder, including the compromise of claims in such proceedings and abandonment of rights to appeal.

(c) The Borrower hereby acknowledges and confirms its obligations under Section 148 of the Code. If the Borrower shall fail to pay the full amount of any Rebate Amount required to be paid by the Borrower when such payment is due, the Subordinate Lender may make payment to the United States, and such payment shall be an advance under Section 8.05 of this Subordinate Loan Agreement. In construing the Borrower's obligations hereunder, all terms used in this paragraph (d) shall have the meanings provided in said Section 148 and regulations thereunder. The Borrower agrees to make all required rebate payments to the United States, as and when required.

ARTICLE 6 USE OF FACILITIES

Section 6.1. Use of Project Facilities.

The Borrower will use the Project Facilities only in furtherance of its lawful purposes and will use and operate the Project Facilities, to the extent financed by the proceeds of the Subordinate Revenue Note, only as an authorized project under the Act and as permitted under the Code.

The Borrower will not knowingly use or knowingly permit any person to use the Project Facilities for any use or purpose in violation of the laws of the United States or the State, and agrees to comply with all material requirements of applicable laws, regulations and statutes of the State or other governmental authority having jurisdiction over the Project Facilities. The Borrower shall have the right to contest by appropriate legal proceedings, without cost or expense to the Issuer, the validity of any law, ordinance, order, rule, regulation or requirement of the nature herein referred to.

Section 6.2. Maintenance and Possession of Project Facilities by Borrower; Operating Expenses; Ownership of Project Facilities.

The Borrower agrees that so long as the Subordinate Revenue Note is outstanding, the Borrower will keep the Project Facilities in good repair and good operating condition at its own cost, ordinary depreciation excepted, making such repairs and replacements as are reasonably necessary. The Borrower will pay or cause to be paid all expenses arising from the operation and maintenance of the Project Facilities. The Borrower shall at all times use the Project Facilities only in furtherance of its lawful corporate purposes; provided, however, that so long as the exemption from taxation of interest on the Subordinate Revenue Note is not adversely affected, nothing herein contained shall be construed (i) to prevent it from ceasing to operate any portion of the Project Facilities, if in its reasonable judgment (evidenced, in the case of such a cessation other than in the ordinary course of business, by a determination by its governing body) it is advisable not to operate the same, or (ii) to obligate it to retain, preserve, repair, renew or replace any portion of the Project Facilities, leases, rights, privileges or licenses no longer used or, in the judgment of its governing body, useful in the conduct of its business.

Section 6.3. Liens.

The Borrower will pay or cause to be paid all utility charges and other charges arising from its operations at the Project Facilities which, if unpaid, would become a lien on the Project Facilities and will not permit any lien or encumbrance to be established or to remain unsatisfied against (a) the Mortgaged Property, except as permitted by the Subordinate Mortgage or Section 6.08 hereof, and (b) the Project Facilities, other than the Mortgaged Property. The Borrower may in good faith contest any such lien filed or established against the Project Facilities, and in such event may permit the items so contested to remain undischarged and unsatisfied during the period of such contest and any appeal therefrom.

Section 6.4. Taxes and Other Governmental Charges.

The Borrower will pay, as the same respectively become due and before penalty attaches, any taxes, license fees and governmental charges of any kind whatsoever that may at any time be lawfully assessed or levied against or with respect to the operation of the Project Facilities. The Borrower may, at its expense in good faith contest any such taxes, assessments, license fees and other governmental charges by appropriate proceedings and, in the event of any such contest, may permit the taxes, assessments, license fees or other charges so contested to remain unpaid during the period of such contest and any appeal therefrom if funds sufficient to satisfy the contested amount have been deposited in an escrow account satisfactory to the Subordinate Lender.

Section 6.5. Insurance.

So long as the Subordinate Revenue Note is Outstanding, the Borrower agrees at all times to keep the Mortgaged Property insured as required by the Subordinate Mortgage, and so long as the Senior Loan is outstanding, the Senior Loan Documents.

Section 6.6. Damage; Destruction or Condemnation: Application of Insurance and Award Proceeds.

In the event of damage to or destruction of the Project Facilities from any cause whatsoever or any taking of the Project Facilities, or any part thereof, whether directly or indirectly or temporarily or permanently, in or by condemnation or other eminent domain proceedings, except for any award or payment made for relocation benefits (hereinafter called a "Taking"), the Borrower agrees to repair or replace all Project Facilities and apply any insurance proceeds or proceeds of any taking as required by the Subordinate Mortgage, subject, however, to the requirements of the Senior Loan Documents.

Section 6.7. Senior Loan Refinancing.

The Subordinate Lender shall not unreasonably withhold consent and agrees to subordinate to a refinancing of the Senior Loan with a new permanent mortgage loan if (i) the new loan is on commercially reasonable terms and (ii) will not exceed in principal amount the balance due on the Senior Loan plus (a) reasonable financing costs, (b) reasonable repairs and improvements to the Project, and (c) any other purposes approved by the Subordinate Lender. The Borrower shall submit to the Subordinate Lender no later than one (1) month prior to the maturity date of the Senior Loan a loan commitment letter for the proposed refinancing and draft loan documents for the Subordinate Lender's review. The Subordinate Lender shall not unreasonably withhold consent to the refinancing loan, the loan commitment letter, and the loan documents (and will execute a commercially reasonable subordination agreement for the refinancing Subordinate Lender's benefit) if (i) the loan and the loan documents (including any subordination agreement) satisfy the requirements set forth in the preceding sentence, (ii) the loan documents shall provide for the use of insurance proceeds for restoration in the event of casualty loss under certain reasonable conditions established by the refinancing senior lender, and (iii) the loan documents shall allow the Subordinate Lender reasonable rights to notice and opportunity to cure defaults by the Borrower.

Section 6.8. Cancellation of Subordinate Borrower Note.

The Issuer shall cancel the Subordinate Borrower Note upon cancellation of the Subordinate Revenue Note by the holder thereof.

ARTICLE 7 SPECIAL COVENANTS

Section 7.1. No Warranty of Condition or Suitability; Indemnification.

(a) The Issuer does not make any warranty, either express or implied, as to the design or capacity of the Project Facilities, as to the suitability for operation of the Project Facilities or as to the condition of the Project Facilities or that the Project Facilities will be suitable for the Borrower's purposes or needs. The Borrower releases the Issuer from, agrees that the Issuer shall not be liable for, and agrees to hold the Issuer, its Board and respective officers and employees of the Issuer, harmless against, any claim, cause of action, suit or liability for any loss or damage to property or any injury to or death of any person that may be occasioned by any cause whatsoever pertaining to the Project Facilities or the use thereof, except such loss, damage or injury as results from the gross negligence or willful misconduct of the Issuer.

(b) The Borrower and its general partner will indemnify, defend and hold harmless the Issuer and its officers, commissioners, employees and agents (the "Indemnified Parties") from and against any and all claims by or on behalf of any person, firm, corporation or other legal entity arising from the conduct, operation or management of, or from, any work or thing done on the Project during the term of this Agreement, including, without limitation, (i) any condition of the Project; (ii) any breach or default on the part of the Borrower in the performance of any of its obligations under this Agreement; (iii) any act of negligence of the Borrower or of any of its agents, contractors, servants, employees or licensees or (iv) any act of negligence of any assignee or lessee of the Borrower, or of any agents, contractors, servants, employees or licensees of any assignee or lessee of the Borrower. The Borrower shall indemnify and save the Subordinate Lender and the Issuer harmless from any such claim arising as aforesaid, or in connection with any action or proceeding brought thereon, and upon notice from the Subordinate Lender or the Issuer, the Borrower shall defend them or either of them in any such action or proceeding, except such indemnification, defense and hold harmless provision shall not apply with respect to losses, claims, damages or liabilities arising out of the Indemnified Parties' or Subordinate Lender's gross negligence or willful misconduct.

(c) The Borrower and its general partner agree to indemnify, defend and hold harmless the Indemnified Parties against any and all losses, claims, damages or liability to which the Indemnified Parties may become subject under any law in connection with the issuance and sale of the Subordinate Revenue Note, the carrying out of the transactions contemplated by this Agreement or the Subordinate Revenue Note, the conduct of any activity in connection with the Project, including claims for which the Indemnified Parties may be or may be claimed to be liable, and to reimburse the Indemnified Parties for any out-of-pocket legal and other expenses (including reasonable counsel fees) incurred by the Indemnified Parties in connection with investigating any such losses, claims, damages or liabilities, or in connection with defending any actions relating thereto, and as a result of the Issuer's compliance with an audit, random or otherwise, by the Internal Revenue Service in connection with the Project or the Subordinate Revenue Note, except such indemnification, defense and hold harmless provision shall not apply with respect to losses, claims, damages or liabilities arising out of the Indemnified Parties' or Subordinate Lender's gross negligence or willful misconduct. The Indemnified Parties agree, at the request and expense of the Borrower, to cooperate in the making of any investigation in defense of any such claim and

promptly to assert any or all of the rights and privileges and defenses identified in writing by the Borrower which may be available to the Indemnified Parties. These provisions shall survive payment of the Subordinate Revenue Note and termination of this Agreement.

(d) Promptly upon written notice received from the Borrower from any Indemnified Party or parties of any claim or the commencement of any action or proceeding specified in the preceding paragraph, the Borrower will at the request of such Indemnified Party or parties, assume the investigation and defense of such action or proceeding including the employment of counsel satisfactory to such Indemnified Parties and the payment of the fees and disbursements of such counsel. In the event that any Indemnified Party or parties shall determine, in the exercise of their reasonable judgment, that there exists a conflict of interest by reason of having a common counsel with the Borrower or with any other Indemnified Party, or if the Borrower elects not to defend the action with respect to any or all Indemnified Parties, then each such Indemnified Party may employ separate counsel satisfactory to the Borrower to represent or defend it in any such action or proceeding in which it may become involved or is named as defendant and the Borrower will pay as incurred the fees and disbursements of such counsel. The Borrower also agrees to notify all Indemnified Parties promptly of the assertion against it or any of its officers, directors, partners, employees or agents, as the case may be, of any claim or the commencement of any action or proceeding arising from any act or omission of the Borrower or any of its agents, servants or employees in connection with this Agreement or the Project.

(e) If the Issuer incurs any expense or suffers any losses, claims or damages or incurs any liabilities in connection with the transaction contemplated by this Agreement, the Borrower and its managing member will indemnify, defend and hold harmless the Issuer from the same and will reimburse the Issuer for any reasonable legal or other expenses incurred by the Issuer in relation thereof. The Borrower shall also reimburse the Issuer for all other costs and expenses, including without limitation, reasonable attorneys' fees paid or incurred by the Issuer in connection with: (i) the discussion, negotiation, preparation, approval, execution and delivery of this Agreement and the documents and instruments related thereto; (ii) any amendments or modifications thereto and any document, instrument or agreement related thereto and the discussion, negotiation, preparation, approval, execution and delivery of any and all documents necessary or desirable to effect such amendments or modification; and (iii) the enforcement by the Issuer during the term of this Agreement or thereafter of any of the rights or remedies of the Issuer under this Agreement or any document, instrument or agreement related thereto, including, without limitation, costs and expenses of collection in the event of default, whether or not suit is filed with respect thereto.

Section 7.2. Books and Records; Inspection and Examination: Notice of Defaults.

The Borrower will keep accurate books of record and account in which true and complete entries will be made in accordance with generally accepted accounting principles consistently applied and upon request of the Subordinate Lender will give any representative of the Subordinate Lender access upon reasonable notice during normal business hours to, and permit such representative to examine, copy or make extracts from, any and all books, records and documents in its possession, to inspect any of its properties and to discuss its affairs, finances and accounts with any of its officers, all at such times and as often as it may reasonably be requested.

Section 7.3. Further Assurances, Financing Statements, Maintenance of Lien.

At the request of the Issuer or the Subordinate Lender, the Borrower shall execute any financing statement or other instrument which is or may be required to carry out the intent of the parties as expressed in this Subordinate Loan Agreement, the Authorizing Resolution, or the other Subordinate Loan Documents. The Borrower shall, at its sole expense, file or cause to be filed all financing statements, including any financing statement of the Issuer, under the Uniform Commercial Code, or similar instruments, deemed necessary by the Subordinate Lender to perfect and continue the security interest of the Subordinate Lender in the personal property included in the Mortgaged Property and in this Subordinate Loan Agreement (except for the Issuer's rights under Sections [5.2, 7.1, 8.4, 9.09 and 9.10] hereof), including any financing statements or continuation statements which the Issuer is required to file. The Subordinate Lender is expressly authorized to file a financing statement naming the Issuer as debtor and describing the collateral as the Issuer's interest in this Subordinate Loan Agreement and the Subordinate Borrower Note.

Section 7.4. Assignments.

The Borrower consents to the pledge and assignment of the Subordinate Borrower Note, the Subordinate Loan Repayments and other interests of the Issuer in this Subordinate Loan Agreement by the Issuer to the Subordinate Lender as provided in the Authorizing Resolution and Assignment of Mortgage and Loan Documents. The Issuer consents to the transfer and assignment of the Subordinate Revenue Note by the Subordinate Lender to the Borrower for cancellation. Borrower and Issuer both consent to the transfer and assignment of the Subordinate Revenue Note by Qualified Intermediary to Seller, and the assignment by Qualified Intermediary to Seller of the Subordinate Mortgage and related documents. The interests and obligations of the Borrower under this Subordinate Loan Agreement are non-assignable, unless consented to in writing by the Issuer and the Subordinate Lender.

Section 7.5. Observance of Authorizing Resolution Covenants and Terms.

The Borrower will not do, in any manner, anything which will cause or permit to occur any violation of any provision of the Authorizing Resolution, but will faithfully observe and perform, and will do all things necessary so that the Issuer may observe and perform, all the conditions, covenants and requirements of the Authorizing Resolution. The Issuer agrees that it will observe and perform all obligations imposed upon it by the Subordinate Loan Documents; provided that the Issuer has no obligation to use its own funds to perform or cause performance of any such obligations, and provided further that no covenant, representation or undertaking shall ever give rise to any liability of the Issuer, or its officers, agents or employees or constitute a charge against their general credit or taxing powers.

Section 7.6. General Tax Representations, Warranties and Covenants of Borrower.

The Borrower makes the following representations, understanding, after such consultation with such legal counsel as deemed appropriate, that the exclusion from gross income of interest on the Subordinate Revenue Note for federal income tax purposes is dependent on the accuracy and truthfulness of such representations:

(a) The Borrower will fulfill all continuing conditions specified in Section 142 of the Code and Section 1.103-8(b) of the Regulations applicable thereunder, to qualify the Subordinate Revenue Note under Section 142(d) and the Project as a “qualified residential rental project” thereunder.

(b) The Borrower will not use (or permit to be used) the Project or use or invest (or permit to be used or invested) the proceeds of the Subordinate Revenue Note or any other sums treated as “bond proceeds” under Section 148 of the Code and applicable federal income tax regulations, including “investment proceeds,” “sinking funds” and “replacement proceeds,” in such a manner as to cause the Subordinate Revenue Note to be classified “arbitrage bonds” under Section 148 of the Code or “federally guaranteed obligations” under Section 149(b) of the Code.

(c) At least 95% of the net proceeds of the Senior Loan Note and the Subordinate Revenue Note will be used to finance costs properly chargeable to the capital account of a qualified residential rental project within the meaning of Section 142(d) of the Code and functionally related and subordinate property thereto.

(d) The Borrower has not permitted and will not permit any obligation or obligations other than the Senior Loan Note and the Subordinate Revenue Note to be issued within the meaning of Section 103(b) of the Code so as to cause such obligations to become part of the same “issue” as the Senior Loan Note and the Subordinate Revenue Note if the result thereof would impair the tax-exempt status of the Subordinate Revenue Note.

(e) No portion of the proceeds of the Subordinate Revenue Note will be used to provide any airplane, skybox, or other private luxury box, health club facility, facility primarily used for gambling or liquor store.

(f) No portion of the proceeds of the Subordinate Revenue Note will be used to acquire (i) property to be leased to the government of the United States of America or to any department, agency or instrumentality of the government of the United States of America, (ii) any property not part of the residential rental housing portion of the Facility, or (iii) any private or commercial golf course, country club, massage parlor, tennis club, skating facility (including roller skating, skateboard and ice-skating), racquet sports facility (including any handball or racquetball court), hot tub facility, suntan facility or racetrack.

(g) No portion of the proceeds of the Subordinate Revenue Note (including investment earnings thereon) shall be used (directly or indirectly) for the acquisition of land (or an interest therein) to be used for farming purposes, and less than twenty-five percent (25%) of the proceeds of the Subordinate Revenue Note (including investment earnings thereon) shall be used (directly or indirectly) for the acquisition of land to be used for purposes other than farming purposes.

(h) The Borrower understands that the Code imposes a penalty for failure to file with the Secretary of the Treasury an annual certification of compliance with low income occupancy requirements, and if the requirements for a “qualified residential rental project” are not met, does not allow a deduction for interest paid on the Subordinate Revenue Note which accrues during the period beginning on the first day of the taxable year in which the Project ceases to meet such requirements and ending on the date the Project again meets such requirements.

(i) The average weighted maturity of the Senior Loan Note and the Subordinate Revenue Note does not and will not exceed 120% of the average reasonably expected remaining economic life of the Project (30 years) within the meaning of Section 147(b) of the Code.

(j) The Borrower shall provide on the Closing Date all information required to satisfy the informational requirements set forth in Section 149(e) of the Code, including the information necessary to complete IRS Form 8038.

(k) The Borrower will not permit more than \$750,000 of the aggregate proceeds of the Subordinate Revenue Note and the Senior Loan Note to be expended (or to be used to reimburse any person for an expenditure) to pay Costs of Issuance as provided by Section 147(g) of the Code.

(l) Neither the Borrower nor any “related person” under Section 147 of the Code will enter into any arrangement, formal or informal, for the Borrower or such “related person” under Section 147 of the Code to purchase the Subordinate Revenue Note.

(m) The Borrower will not otherwise use proceeds of the Subordinate Revenue Note, including earnings thereon, or take, or permit or cause to be taken, any action that would adversely affect the exclusion from gross income of the interest on the Subordinate Revenue Note, nor otherwise omit to take or cause to be taken any action necessary to maintain such exclusion from gross income; and, if it should take or permit, or omit to take or cause to be taken, as appropriate, any such action, the Borrower shall take all lawful actions necessary to rescind or correct such actions or omissions promptly upon having knowledge thereof.

(n) The Borrower will comply with the requirements and conditions of the Tax Certificate and the Regulatory Agreement.

ARTICLE 8 EVENTS OF DEFAULT AND REMEDIES

Section 8.1. Events of Default.

The following shall be “Events of Default” under this Subordinate Loan Agreement and the term “Event of Default” shall mean, whenever used in this Subordinate Loan Agreement, any one or more of the following events:

(a) If the Borrower fails to pay any amount due under the Subordinate Borrower Note or any Loan Repayment required to be paid under the Subordinate Revenue Note and Section 5.01 hereof within ten (10) days of the due date (including any repayment of principal of the Subordinate Revenue Note due by way of acceleration, call for redemption of the Subordinate Borrower Note and the Subordinate Revenue Note or otherwise), provided that failure to pay a Loan Repayment because of an insufficiency of Available Net Cash Flow or Capital Proceeds shall not constitute an Event of Default except for the final Subordinate Loan Repayment on the Maturity Date; or

(b) If the Borrower shall default in the due and punctual performance of any of the other covenants, conditions, agreements and provisions contained in the Subordinate Borrower

Note or this Subordinate Loan Agreement, and such default shall continue for thirty (30) days after written notice thereof has been furnished to the Borrower from the Subordinate Lender; provided, however, that if such default cannot be cured within 30 days, it shall not constitute a default hereunder if the Borrower provides to the Subordinate Lender a proposed method and schedule of curing such default, initiates action to cure such default within such 30 days, diligently pursues such action until such default is cured and provides the Subordinate Lender with progress reports relating thereto at such intervals as may be reasonably requested by the Subordinate Lender; or

(c) If an “Event of Default” or default shall occur and is continuing after the expiration of any applicable grace period under any other Subordinate Loan Documents; or

(d) If the Borrower shall (i) apply for or consent to the appointment of a receiver, trustee or liquidator for it or for any of its property, (ii) admit in writing its inability to pay its debts as they become due, (iii) make a general assignment for the benefit of creditors, (iv) be adjudicated a bankrupt or insolvent, or (v) file a voluntary petition in bankruptcy, or a petition or an answer seeking reorganization or an arrangement with creditors or to take advantage of any bankruptcy, reorganization, insolvency, readjustment of debt, dissolution or liquidation law or statute, or an answer admitting the material allegations of a petition filed against it in any proceeding under such law; or

(e) If there is filed against the Borrower any involuntary petition seeking liquidation or reorganization of the Borrower or appointing a receiver, trustee or liquidator of the Borrower or of all or a substantial part of the assets thereof, and such petition shall not be dismissed or vacated within ninety (90) days thereafter; or

(f) Any statement, representation, warranty or certification made by the Borrower under any of the Subordinate Loan Documents shall be incorrect or misleading in any material respect when made.

(g) Notwithstanding anything to the contrary contained in the Subordinate Loan Documents, Subordinate Lender hereby acknowledges and agrees that the Investor Limited Partner (defined below) has the right to cure any and all Defaults; (ii) prior to Subordinate Lender exercising any remedies under the Subordinate Loan Documents, the Investor Limited Partner will be provided notice of any and all Defaults and an opportunity to cure any such Defaults within thirty (30) days of receiving such notice from Subordinate Lender; and (iii) Subordinate Lender will accept any such cure made by the Investor Limited Partner of a Default as if such cure was made by Borrower on its own behalf.

Notwithstanding anything in this Subordinate Loan Agreement to the contrary, the Subordinate Lender agrees that any cure made or tendered by the Borrower’s Investor Limited Partner shall be deemed a cure by the Borrower, and treated as if tendered by the Borrower.

Section 8.2. Remedies on Default.

Whenever any Event of Default shall have happened and be subsisting, any one or more of the following steps may be taken:

(a) After ten (10) days written notice to the Borrower of the proposed action and provided that the Event of Default has not been duly cured, the Subordinate Lender may declare the unpaid principal of and interest on the Subordinate Borrower Note and the Subordinate Revenue Note, and all or any amounts of Subordinate Loan Repayments thereafter to become due and payable under Section 5.01 hereof for the remainder of the term of this Subordinate Loan Agreement to be immediately due and payable, whereupon the same shall become immediately due and payable, together with any additional payments due under Sections 5.02, 5.05, 8.04, 8.05 or otherwise under this Subordinate Loan Agreement.

(b) The Subordinate Lender may take whatever action at law or in equity that appears necessary or desirable to enforce this Subordinate Loan Agreement or any of the other Subordinate Loan Documents in accordance with the provisions hereof or thereof.

Any amounts collected by the Subordinate Lender or any other Subordinate Holder pursuant to action taken under the foregoing paragraphs shall be applied first to advances and expenses of the Subordinate Lender or other Subordinate Holder, then to payment of the Subordinate Revenue Note (interest first, and then principal), and any excess to the Borrower.

Whenever any Default shall occur, the Subordinate Lender or any other Subordinate Holder (or the Issuer with respect to Sections 5.02, 7.01, 8.04 or 9.09 hereof) may take whatever action at law or in equity, including all of the remedies available under the Uniform Commercial Code, which may appear necessary or desirable to collect any payments then due and thereafter to become due hereunder or to enforce performance and observance of any obligation, agreement or covenant of the Borrower under this Subordinate Loan Agreement.

Section 8.3. Remedies Cumulative, Delay Not to Constitute Waiver.

No remedy conferred upon or reserved to the Issuer, the Subordinate Lender, any other Subordinate Holder or a receiver by this Subordinate Loan Agreement or by the other Subordinate Loan Documents is intended to be exclusive of any other available remedy or remedies, but each and every such remedy shall be cumulative and shall be in addition to every other remedy given under this Subordinate Loan Agreement or the other Subordinate Loan Documents or now or hereafter existing at law or in equity or by statute. No delay or omission to exercise any right or power accruing upon any Default shall impair any such right or power, and any such right or power may be exercised from time to time and as often as may be deemed expedient. In order to entitle the Issuer, the Subordinate Lender, any other Subordinate Holder or a receiver to exercise any remedy reserved to it in this Article, it shall not be necessary to give any notice, other than such notice as may be herein expressly required. In the event any agreement contained in this Subordinate Loan Agreement or the other Subordinate Loan Documents should be breached by any party and thereafter waived by the other parties, such waiver shall be limited to a particular breach so waived and shall not be deemed to waive any other breach hereunder.

Section 8.4. Agreement to Pay Attorneys' Fees and Expenses.

In the event the Borrower should default under any of the provisions of this Subordinate Loan Agreement or other Subordinate Loan Documents, and the Issuer or the Subordinate Lender should employ attorneys or incur other expenses for the collection of payments due or to become

due hereunder or thereunder or the enforcement of performance or observance or any obligation or agreement on the part of the Borrower contained herein or therein, the Borrower agrees that it will on demand therefor reimburse the reasonable fees of such attorneys and such other expenses so incurred. The Borrower also agrees to pay all costs of the Subordinate Lender to appear in and defend any action or proceeding purporting to affect the rights or powers of the Subordinate Lender under this Subordinate Loan Agreement or the other Subordinate Loan Documents, including the cost of reasonable attorney's fees.

Section 8.5. Advances.

In the event the Borrower shall fail to pay any Subordinate Loan Repayments under Section 5.01 hereof, or to do any other thing or make any other payment required to be done or made by any other provision of this Subordinate Loan Agreement or the other Subordinate Loan Documents, the Subordinate Lender or any other Subordinate Holder, in its own discretion, may do or cause to be done any such thing or make or cause to be made any such payment at the expense or as an advance for the account of the Borrower, and the Borrower shall pay to the Subordinate Lender or any other Subordinate Holder, as the case may be, upon demand, all necessary costs and expenses so incurred and advances so made, with interest at the lesser of (i) 4% per annum above the then current interest rate on the Subordinate Revenue Note or (ii) the maximum rate permitted by law. Any such advance shall be entitled to priority of payment from any funds thereafter received from the Borrower.

ARTICLE 9 MISCELLANEOUS

Section 9.1. Notices.

All notices, certificates or other communications hereunder shall be deemed sufficiently given when delivered or when mailed by registered or certified mail, postage prepaid, return receipt requested, addressed as follows:

- (a) If to the Issuer: Osceola County Housing Finance Authority
c/o Governmental Management Services - Central Florida
LLC
219 East Livingston Street
Orlando, FL 32801
Attention: George S. Flint
- (b) If to the Borrower: San Jose Preservation, Ltd.
401 Wilshire Boulevard, 11th Floor
Santa Monica, CA 90401
Attention: Russell Condas
Email: rcondas@lincolnavecap.com
Attention: Hanna Jamar, Esq.
Email: hanna@lincolnavecap.com

and a copy to: Cohen & Liuzo, PLLC

169 Madison Avenue, Suite 15054
New York, NY 10016
Attention: Eleor Cohen, Esq.
Telephone: 347-886-4118
Email: ecohen@cohenliuzo.com

Stearns Weaver Miller Weissler
Alhadeff & Sitterson, P.A.
150 W. Flagler Street
Miami, FL 33130
Attention: Brian McDonough, Esquire
Telephone: (305) 789-3350
Email: bmcdonough@stearnsweaver.com

(c) If to the Subordinate
Lender: **[San Jose Apartments, LLC
401 Wilshire Boulevard, 11th Floor
Santa Monica, CA 90401
Attention: Russell Condas
Email: rcondas@lincolnavecap.com
Attention: Hanna Jamar, Esq.
Email: hanna@lincolnavecap.com]**

(d) If to the Investor
Limited Partner: TCC San Jose LLC
c/o Truist Community Capital, LLC
303 Peachtree Street, N.E., 3rd Floor
Atlanta, GA 30308
Attention: Lesli Carroll
Telephone: 352-874-4375
Email: Lesli.Carroll@truist.com

and a copy to: Nixon Peabody LLP
Exchange Place
53 State Street
Boston, MA 02109
Attn: Nathan Bernard

The Borrower, the Issuer and the Subordinate Lender may, by notice given hereunder, designate any further or different addresses to which subsequent notices, certificates, requests or other communications shall be sent.

Section 9.2. Binding Effect.

This Subordinate Loan Agreement shall inure to the benefit of and shall be binding upon the parties hereto and their respective successors and assigns, subject to the limitation that any obligation of the Issuer created by or arising out of this Subordinate Loan Agreement shall not be

a general debt of the Issuer but shall be payable solely out of the proceeds derived from this Subordinate Loan Agreement or the other Subordinate Loan Documents.

Section 9.3. Counterparts.

This Subordinate Loan Agreement may be signed in any number of counterparts. Complete sets of counterparts shall be lodged with the Issuer, the Borrower and the Subordinate Lender.

Section 9.4. Benefit of Subordinate Holder.

Except as otherwise provided herein, all covenants and agreements on the part of the Borrower and the Issuer herein are hereby declared to be for the benefit of the Subordinate Lender or any Subordinate Holder of the Subordinate Revenue Note. Persons other than the parties hereto and such other Subordinate Holders are not intended to be beneficiaries of any of the covenants and agreements set forth in this Subordinate Loan Agreement.

Section 9.5. Due Dates.

Should any payment on the Subordinate Revenue Note become due and payable upon a day that is not a business day, such payment shall be made on the next succeeding business day.

Section 9.6. Captions.

The captions or headings in this Subordinate Loan Agreement are for convenience only and in no way define, limit or describe the scope or intent of any provision of this Subordinate Loan Agreement.

Section 9.7. Term of Agreement.

Except as otherwise provided herein, the provisions of this Subordinate Loan Agreement shall remain in full force and effect from the date of execution hereof until such time as the Subordinate Borrower Note and the Subordinate Revenue Note are not outstanding.

Section 9.8. Severability.

Any provision of this Subordinate Loan Agreement which is prohibited or unenforceable in any jurisdiction shall, as to such jurisdiction, be ineffective to the extent of such prohibition or unenforceability without invalidating the remaining provisions hereof, and any such prohibition or unenforceability in any jurisdiction shall not invalidate or render unenforceable such provision in any other jurisdiction.

Section 9.9. Limitation of Issuer's Liability.

It is understood and agreed by the Borrower and the Subordinate Lender that no covenant, provision or agreement contained in this Subordinate Loan Agreement or the Subordinate Revenue Note, or any obligation herein or therein imposed upon the Issuer or the breach thereof, shall give rise to a pecuniary liability of the Issuer or a charge against its general credit or taxing powers; the Subordinate Revenue Note constitutes a special obligation of the Issuer, payable solely from the

revenues pledged to the payment thereof pursuant to this Subordinate Loan Agreement, and does not now and shall never constitute an indebtedness or a loan of the credit of the Issuer, the State or any political subdivision thereof or a charge against the general credit or taxing powers thereof within the meaning of any constitutional or statutory provision whatsoever. It is further understood and agreed by the Borrower and the Subordinate Lender that the Issuer has no obligation to use due diligence regarding the financial or legal status, or any representations, of the Borrower or the Subordinate Lender. It is further understood and agreed by the Borrower and the Subordinate Lender that the Issuer shall not incur any pecuniary liability hereunder and shall not be liable for any expenses related hereto, all of which the Borrower agrees to pay. Notwithstanding the provisions of the immediately preceding sentence, if the Issuer incurs any expense, or suffers any losses, claims or damages or incurs any liabilities relating to this Subordinate Loan Agreement, including without limitation, expenses of an audit by the Internal Revenue Service, the Borrower will indemnify and hold harmless the Issuer from the same and will reimburse the Issuer for any legal or other expenses incurred by the Issuer in relation thereto, and this covenant to indemnify, hold harmless and reimburse the Issuer shall survive delivery of and payment for the Subordinate Revenue Note.

Section 9.10. Limited Recourse.

Notwithstanding any provision or obligation to the contrary set forth in this Subordinate Loan Agreement, (1) the liability of the Borrower and any partner, trustee, director, officer, employee, or agent thereof (collectively, "Borrower Parties") under this Subordinate Loan Agreement or the Subordinate Mortgage shall be limited to the property subject to the Subordinate Mortgage or to such other security as may from time to time be given or have been given for payment of the Borrower's obligations under this Subordinate Loan Agreement and Subordinate Revenue Note, and any judgment rendered against the Borrower Parties under this Subordinate Loan Agreement or the Subordinate Mortgage, the Subordinate Borrower Note and the Subordinate Revenue Note shall be limited to the property subject to the Subordinate Mortgage and any other security so given for satisfaction thereof; and (2) no deficiency or other personal judgment nor any order or decree of specific performance shall be sought or rendered against the Borrower Parties, their successors, transferees or assigns, in any action or proceeding arising out of the Subordinate Mortgage, this Subordinate Loan Agreement, the Subordinate Borrower Note, the Subordinate Revenue Note, or any judgment, order or decree rendered pursuant to any such action or proceeding; provided, however, that nothing in this Subordinate Loan Agreement, the Subordinate Mortgage, the Subordinate Borrower Note or the Subordinate Revenue Note shall limit the Issuer's or Subordinate Lender's ability to exercise any right or remedy that it may have with respect to any property pledged or granted to the Issuer or the Subordinate Lender, or both of them, or to exercise any right against the Borrower Parties or any other person or entity on account of any damage caused by fraud or intentional misrepresentation by the Borrower or any intentional damage of the property subject to the Subordinate Mortgage. Furthermore, the Borrower shall be fully liable for the misapplication of (1) proceeds paid prior to any foreclosure under any and all insurance policies, under which the Subordinate Lender and/or the Issuer is named as insured, by reason of damage, loss or destruction to any portion of the property subject to the Subordinate Mortgage, to the full extent of such misapplied proceeds and awards, (2) proceeds or awards resulting from the condemnation, or other taking in lieu of condemnation, prior to any foreclosure of the property subject to the Subordinate Mortgage, to the full extent of such misapplied proceeds and awards, (3) rents, issues, profits and revenues received or applicable to a period subsequent to

receipt of written notice of the occurrence of a Default under this Subordinate Loan Agreement, the Subordinate Mortgage and the Subordinate Revenue Note but prior to foreclosure, and (4) proceeds from the sale of all or any part of the property subject to the Subordinate Mortgage and any other proceeds that, under the terms hereof, should have been paid to the Issuer or the Subordinate Lender. Furthermore, the Borrower shall be fully liable for the breach of the Borrower's covenants contained in Sections [5.02, 7.01, 8.04 and 9.09] of this Subordinate Loan Agreement; provided, however in no event shall the Borrower or any Borrower Parties be personally liable for payment of the principal of, premium, if any, or interest on the Subordinate Borrower Note or the Subordinate Revenue Note. The limit on the Borrower's liability set forth in this paragraph shall not, however, be construed, and is not intended in any way, to constitute a release, in whole or in part, of the Borrower's obligations under this Subordinate Loan Agreement or a release, in whole or in part, or an impairment of the lien and security interest of the Subordinate Mortgage, this Subordinate Loan Agreement, the Subordinate Borrower Note and the Subordinate Revenue Note upon the properties described therein, or to preclude the Issuer or the Subordinate Lender from foreclosing the Subordinate Mortgage in case of any default or enforcing any other right of the Issuer or the Subordinate Lender, or to alter, limit or affect the liability of any person or party who may now or hereafter or prior hereto guarantee, or pledge, grant or assign its assets or collateral as security for, the obligations of the Borrower under the Subordinate Mortgage, this Subordinate Loan Agreement, the Subordinate Borrower Note and the Subordinate Revenue Note.

Section 9.11. Audit Expenses.

The Borrower agrees to pay any costs incurred by the Issuer as a result of the Issuer's compliance with an audit, random or otherwise, by the Internal Revenue Service, the Florida Department of Revenue or any other governmental agency with respect to the Senior Note, the Subordinate Revenue Note, or the Project.

Section 9.12. Transfer of Ownership Interest in Borrower; Acknowledgement of Standstill.

Notwithstanding anything to the contrary in the Subordinate Loan Documents, Subordinate Lender hereby acknowledges that at any time, without the consent of Subordinate Lender, ownership interests in, and the partnership interest in Borrower owned by TCC San Jose LLC, a Georgia limited liability company, or its successors and assigns (collectively, the "Investor Limited Partner") are freely transferable (which shall include the rights to encumber, pledge, convey, transfer or assign any or all legal or beneficial interest whatsoever). Notwithstanding anything to the contrary in the Subordinate Loan Documents, Subordinate Lender acknowledges by acceptance of the Subordinate Revenue Note and assignment of the Subordinate Mortgage any and all rights of the Investor Limited Partner at any time, without the consent of Subordinate Lender, to remove any general partner of the Borrower and substitute an affiliate of the Investor Limited Partner as a new general partner of the Borrower. Subordinate Lender hereby acknowledges and agrees to the standstill provision set forth in Section 8.6 of the Subordinate Mortgage.

Section 9.13. FHA Federal Laws and Requirements Control.

Notwithstanding anything in this Agreement to the contrary, the parties hereto acknowledge that this Agreement and any obligations of the Borrower hereunder, are subject and subordinate to the Lender Loan Documents (including the HUD Subordination Agreement). In the event of a conflict between this Agreement and the Lender Loan Documents (including the HUD Subordination Agreement), the conflicting provisions in the Lender Loan Documents (including the HUD Subordination Agreement) are controlling.

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**SIGNATURE PAGE TO
SUBORDINATE LOAN AGREEMENT
(San Jose Apartments)**

IN WITNESS WHEREOF, the Issuer and the Borrower have caused this Subordinate Loan Agreement to be executed by their duly authorized officers.

**OSCEOLA COUNTY HOUSING FINANCE
AUTHORITY**

By: _____
Duane Owen, Chair

(SEAL)

ATTEST:

By: _____
George S. Flint, Assistant Secretary

**SIGNATURE PAGE TO
SUBORDINATE LOAN AGREEMENT
(San Jose Apartments)**

BORROWER:

SAN JOSE PRESERVATION, LTD., a Florida
limited partnership

By: **SAN JOSE PRESERVATION GP LLC**, a
Delaware limited liability company, its
general partner

By: _____
Russell Condas
Vice President

EXHIBIT A
FORM OF SUBORDINATE REVENUE NOTE

See Tab# ____

EXHIBIT B

FORM OF SUBORDINATE LENDER INVESTOR LETTER

This is to certify that Royal Abstract Intermediary LLC, as qualified intermediary under Exchange No. [55591] (“Qualified Intermediary”) for [San Jose Apartments LLC, a Florida limited liability company] and any successor or assign (the “Subordinate Lender”), or its designee, has purchased the Osceola County Housing Finance Authority Subordinate Multifamily Housing Revenue Note, 2025 Series ____ (San Jose Apartments) dated _____, 2025 (the “Subordinate Revenue Note”) from the Osceola County Housing Finance Authority (the “Issuer”), the proceeds of which will be loaned to San Jose Preservation, Ltd., a Florida limited partnership (the “Borrower”). The Subordinate Lender acknowledges that the Subordinate Revenue Note is being issued to evidence a private direct purchase and not as part of publicly offered sale, and that the Issuer will not make a filing with the Municipal Securities Rulemaking Board’s Electronic Municipal Market Access repository. Any capitalized terms not otherwise defined herein shall have the meaning set forth in the Subordinate Loan Agreement, dated as of _____ 1, 2025 between the Issuer and the Borrower (the “Subordinate Loan Agreement”).

We are aware that the purchase of the Subordinate Revenue Note involves various risks, that the Subordinate Revenue Note is not a general obligation of the Issuer and that the repayment of the Subordinate Revenue Note is secured solely from the funds received from the Borrower from sources described in the Subordinate Loan Agreement and the Subordinate Revenue Note (the “Subordinate Revenue Note Security”).

We have made such independent investigation of the Subordinate Revenue Note Security as we, in the exercise of sound business judgment, consider to be appropriate under the circumstances. In making our lending decision, we have relied upon the accuracy of information which has been provided to us by the Borrower.

Each of the undersigned is an “accredited investor” as that term is defined in Rule 501 of Regulation D under the Securities Act or a “qualified institutional buyer” as that term is defined under Rule 144A of the Securities Act.

We have knowledge and experience in financial and business matters and are capable of evaluating the merits and risks of the Subordinate Revenue Note and can bear the economic risk of the Subordinate Revenue Note.

Each Subordinate Lender has conducted its own investigation, to the extent it deems satisfactory or sufficient, into matters relating to business affairs or conditions (either financial or otherwise) of the Borrower in connection with the Subordinate Revenue Note and no inference should be drawn that the Subordinate Lender, in the acceptance of said Subordinate Revenue Note, is relying on the Issuer or any other party as to any such matters.

We acknowledge that we are purchasing the Subordinate Revenue Note for our own account and not with a view to resell. We understand that the Subordinate Revenue Note is issued in a single denomination equal to the aggregate principal amount of the Subordinate Loan.

We are not acting as a broker or other intermediary and are purchasing the Subordinate Revenue Note with our own capital and for our own account and not with a present view to a resale or other distribution to the public.

This Certificate is furnished by us as Subordinate Lender based solely on our knowledge on the day hereof and is solely for the benefit of the Issuer and may not be relied upon by, or published or communicated to, any other person without our express written consent. We disclaim any obligation to supplement this letter to reflect any facts or circumstances that may hereafter come to our attention.

DATED: _____, 2025.

[_____]

By: _____

Name: _____

Title _____

EXHIBIT C

FORM OF BORROWER'S SUBORDINATE PROMISSORY NOTE

Surplus Cash Note

U.S. Department of Housing
and Urban Development
Office of Housing

OMB Approval
No. 2502-0598
(Exp. 9/30/2021)

Public Reporting Burden for this collection of information is estimated to average 0.5 hours per response, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Response to this request for information is required in order to receive the benefits to be derived. This agency may not collect this information, and you are not required to complete this form unless it displays a currently valid OMB control number. While no assurance of confidentiality is pledged to respondents, HUD generally discloses this data only in response to a Freedom of Information Act request.

Warning: Federal law provides that anyone who knowingly or willfully submits (or causes to submit) a document containing any false, fictitious, misleading, or fraudulent statement/certification or entry may be criminally prosecuted and may incur civil administrative liability. Penalties upon conviction can include a fine and imprisonment, as provided pursuant to applicable law, which includes, but is not limited to, 18 U.S.C. 1001, 1010, 1012; 31 U.S.C. 3729, 3802, 24 C.F.R. Parts 25, 28 and 30, and 2 C.F.R. Parts 180 and 2424.

Project Name: San Jose Apartments
HUD Project No: **[067-11314 and [NEW SECTION 241(a) FHA #]**

FOR VALUE RECEIVED, SAN JOSE PRESERVATION, LTD., a Florida limited partnership ("Maker") promises to pay to OSCEOLA COUNTY HOUSING FINANCE AUTHORITY ("Payee") the sum of **[Eight]** Million and 00/100 Dollars (**[\$8,000,000]**), payable at payable at c/o Lincoln Avenue Capital, LLC 401 Wilshire Blvd., Suite 1070, Santa Monica, CA 90401, with interest on any remaining balance of principal at **[_____ percent ([_]%) per annum payable annually, commencing _____ 1, 2025, and thereafter on the first day of [_____] until the entire indebtedness has been paid, accruing from the effective date of this Surplus Cash Note, _____, 2025.]** Any interest not so paid shall not create any default in the terms of this note but shall accrue and compound and be payable in full on the maturity date hereof. In any event, the balance of principal, if any remaining unpaid, plus accrued interest, shall be due and payable on _____ 1, 202__ ("Maturity Date"). **[The definition of any capitalized term or word used herein can be found in this Surplus Cash Note, the HUD Regulatory Agreements (hereafter defined), the mortgages that secure the Note (hereafter defined) (collectively, the "Security Instrument"). The "Note" means, collectively, (i) that certain Note (Multistate) in the principal amount of \$8,702,500.00, to SunTrust Bank as predecessor in interest to Grandbridge Real Estate Capital LLC, as assumed by Maker, in connection with FHA Project No. 067-11314 and (ii) that certain Supplemental Note (Multistate) in the**

principal amount of \$ _____ made by Maker to Grandbridge Real Estate Capital LLC in connection with FHA Project No. [INSERT SECTION 241(a) FHA #] (collectively the “Note”).]

“HUD Regulatory Agreements” means, collectively, (i) that Regulatory Agreement for Multifamily Projects between the Borrower and HUD with respect to the Project, dated December , 2019 and recorded December 3, 2019 in the Records as Book 9490, Pages 1200-1236, as amended by the Release, Assumption, and Modification Agreement among the Borrower, Grandbridge Real Estate Capital LLC and HUD dated as of [_____] 1, 2025, and to be recorded in the records of Seminole County in connection with FHA Project No. 067-11314, and (ii) that Supplemental Regulatory Agreement for Multifamily Projects between the Borrower and HUD dated as of [_____] , and to be recorded in the records of Seminole County, relating to the Supplemental HUD Loan in connection with FHA Project No. [[INSERT SECTION 241(a) FHA #]. **[NTD – Stearns Weaver please comment]**

This Surplus Cash Note is subject to the following terms and conditions:

1. In the event that the maturity date of that certain Note referenced above is extended and such extension is approved in writing by HUD, then in such event the Maturity Date shall automatically be extended to the extended maturity date of the Note without the consent of Payee.
2. Except as provided in Section 5 below, as long as HUD is the insurer or holder of the Note secured by the Security Instrument, payments due under this Surplus Cash Note from Project sources shall be payable only from no more than 75% of available Surplus Cash. The restriction on payment imposed by this paragraph shall not excuse any default caused by the failure of Maker to pay the indebtedness evidenced by this Surplus Cash Note. In no event may payments due under all subordinate debt of Maker cumulatively exceed 75% of available Surplus Cash.
3. In the event the Indebtedness secured by the Security Instrument is paid in full and the Security Instrument released of record, then the holder of this Surplus Cash Note may, at its option, declare the whole principal sum or any balance thereof, together with interest thereon, immediately due and payable. Notwithstanding the foregoing, in the event said indebtedness is paid in full by way of any substitute indebtedness of Maker secured by any substitute security instrument insured or held by HUD under Section 223(a)(7) of the National Housing Act, as amended, the maturity date of this Surplus Cash Note shall automatically be extended to the maturity date of the note evidencing the substitute indebtedness without the consent of Payee.
4. Except as provided in Section 5 below, maker may pay any part or all of the principal of this Surplus Cash Note on any interest payment date, provided no such prepayment of principal in any amount or any payment of interest shall be made from Project sources except from Surplus Cash in accordance with the conditions prescribed in the HUD Regulatory Agreements.

5. Notwithstanding the provisions of paragraphs numbered 2, 4, and 7, Maker may also make payments due hereunder from sources other than Project income or Project Assets, and shall make such payments from such sources to the extent Surplus Cash is not available, in respect of its obligation to pay (i) full amounts due on the Maturity Date and (ii) any amounts being paid on any prepayment date, including in both cases all accrued and unpaid interest to such date.
6. Any unauthorized payments, as determined by HUD, shall be returned to the Project immediately upon discovery.
7. Except as permitted pursuant to Paragraph 5 hereof, no prepayment of this Surplus Cash Note shall be made until after final endorsement for mortgage insurance by HUD of the Note, unless such prepayment is made from non-Project sources.
8. This Surplus Cash Note is non-negotiable and may not be sold, transferred, assigned or pledged by Payee. The Surplus Cash Note may be cancelled by the Payee or its assignee of the Surplus Cash Note.
9. Interest on this Surplus Cash Note shall be compounded.
10. Maker hereby waives presentment, demand, protest and notice of demand, protest and nonpayment of this Surplus Cash Note.
11. The terms and provisions of this Surplus Cash Note are also for the benefit of and are enforceable by HUD against any party hereto, their successors and assigns. This Surplus Cash Note may not be modified or amended without the written consent of HUD.

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK]

IN WITNESS WHEREOF, Maker has signed this Surplus Cash Note on this
_____ 2025.

SAN JOSE PRESERVATION, LTD., a Florida
limited partnership

By: **SAN JOSE PRESERVATION GP LLC**, a
Delaware limited liability company, its
general partner

By: _____
Russell Condas
Vice President

SECTION C

EXHIBIT C

**LAND USE RESTRICTION AGREEMENT
(RELATES BOTH TO BONDS AND SUBORDINATE NOTE)**

PREPARED BY AND RETURN TO:
Michael L. Watkins
Greenberg Traurig, P.A.
450 S. Orange Avenue, Suite 650
Orlando, FL 32801

LAND USE RESTRICTION AGREEMENT

among

OSCEOLA COUNTY HOUSING FINANCE AUTHORITY

and

THE BANK OF NEW YORK MELLON TRUST COMPANY, N.A.,
as Trustee

and

SAN JOSE PRESERVATION, LTD.

Relating to

**[\$27,500,000] Osceola County Housing Finance Authority
Multifamily Housing Revenue Bonds
2025 Series __ (San Jose Apartments)**

**[\$8,000,000] Osceola County Housing Finance Authority
Subordinate Multifamily Housing Revenue Note
2025 Series __ (San Jose Apartments)**

Dated _____ 1, 2025

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HUD Rider	

This **LAND USE RESTRICTION AGREEMENT** (this “Agreement”) dated as of _____ 1, 2025, is by and among the **OSCEOLA COUNTY HOUSING FINANCE AUTHORITY**, a public body corporate and politic created pursuant to the laws of the State of Florida (the “Issuer”), **THE BANK OF NEW YORK MELLON TRUST COMPANY, N.A.**, a national banking association organized and existing under the laws of the United States of America (the “Trustee”), in its capacity as (i) trustee, pursuant to that certain Trust Indenture entered into with the Issuer as of _____ 1, 2025 (the “Indenture”), authorizing and securing the Osceola County Housing Finance Authority, Multifamily Housing Revenue Bonds, 2025 Series __ (San Jose Apartments) (the “Bonds”) and as (ii) registrar, pursuant to that certain Subordinate Note Registrar Agreement entered into with the Issuer as of _____ 1, 2025 (the “Subordinate Note Registrar Agreement”), authorizing and securing the Osceola County Housing Finance Authority, Subordinate Multifamily Housing Revenue Note, 2025 Series __ (San Jose Apartments) (the “Subordinate Note” and, together with the Bonds, the “Debt Securities”) and **SAN JOSE PRESERVATION, LTD.** a limited partnership formed under the laws of the State of Florida, and its successors and assigns (the “Borrower”);

WITNESSETH:

WHEREAS, the Borrower has requested that the Issuer issue the Debt Securities and loan the proceeds therefrom to the Borrower to finance a portion of the costs of the acquisition, rehabilitation, installation and equipping of a 121-unit residential rental development known as San Jose Apartments and located in City of Winter Park, Orange County, Florida, on land more particularly described on Exhibit A hereto (the “Project”); and

WHEREAS, it is intended that the interest on the Debt Securities be excludable from gross income for federal income tax purposes in that the Borrower has represented and certified to the Issuer that the Project will be a “qualified residential rental project” within the meaning of Section 142(d) of the Internal Revenue Code of 1986 as amended; and

WHEREAS, to assure continued compliance with the Code and the Act (as such terms are herein defined), the Issuer, the Borrower and the Trustee hereby enter into this Agreement; and

WHEREAS, concurrently herewith the Issuer, the Trustee, and the Borrower are entering into that certain Loan Agreement of even date herewith (as the same may be amended, supplemented or otherwise modified from time to time, being the “Loan Agreement”), and the Borrower is executing the Note (each as defined in the Indenture);

NOW, THEREFORE, in consideration of the mutual covenants and undertakings set forth herein, and other good and valuable consideration, the receipt and sufficiency of which hereby are acknowledged, the Issuer, the Trustee and the Borrower hereby agree as follows:

Section 1. Definitions and Interpretation.

Any capitalized term not otherwise defined in the recitals set forth above or as defined below shall have the meaning ascribed to such term in the Indenture or the Subordinate Note Registrar Agreement as the case may be. The following terms shall have the respective meanings set forth below:

“Act” shall mean the Florida Housing Finance Authority Law, Sections 159.601 et seq., Florida Statutes, as amended, and Ordinance No. #81-4 enacted on September 28, 1981, and effective November 3, 1981, the Interlocal Agreement between the Issuer and Seminole County dated October 22, 2024 and other applicable provisions of law.

“Area Median Gross Income” shall mean the median gross income for the area in which the Project is located as determined under Section 8 of the United States Housing Act of 1937 (or, if such program is terminated, under such program as in effect immediately before such termination) and the multifamily tax subsidy income limits as published annually by the United States Department of Housing and Urban Development (“HUD”).

“Available Units” means residential units in a residential rental project that are actually occupied and residential units in the project that are unoccupied and have been leased at least once after becoming available for occupancy.

“Certificate of Continuing Program Compliance” shall mean the certificate, substantially in the form attached as Exhibit B hereto, as such form may be revised by the Issuer from time to time, required to be delivered by the Borrower to the Issuer pursuant to Section 5(e) hereof.

“Closing Date” shall mean the date the Debt Securities are delivered to the initial purchaser or purchasers thereof against payment therefor.

“Code” shall mean the Internal Revenue Code of 1986, as amended, and with respect to a specific section thereof such reference shall be deemed to include (a) the applicable Regulations promulgated or proposed under such section or any previous corresponding section, (b) any successor provision of similar import hereafter enacted, (c) any corresponding provision of any subsequent Internal Revenue Code and (d) the applicable regulations promulgated or proposed under the provisions described in (b) and (c).

“Completion Date” shall mean (i) the construction of the Project has been substantially completed and all units are available for occupancy and the Project has been placed in service for purposes of Section 42 of the Code, and (ii) there are no liens on the Project (other than Permitted Encumbrances) as evidenced by a certificate of completion from the Borrower.

“Compliance Monitoring Agent” shall mean Seltzer Management Group, Inc. or any other entity approved by the Issuer to serve in such role.

“Compliance Monitoring Agreement” shall mean the Compliance Monitoring Agreement, dated as of _____ 1, 2025, among the Issuer, the Compliance Monitoring Agent, the Trustee and the Borrower, as amended, supplemented or restated from time to time.

“Compliance Monitoring Fee” shall mean the fees and expenses to be paid to the Trustee for payment to the Compliance Monitoring Agent pursuant to the Compliance Monitoring Agreement.

“County” shall mean Osceola County, Florida.

“Debt Securities” means, collectively, the Bonds and the Subordinate Note, as such terms are defined in the recitals hereto.

“Loan Agreement” shall mean the Loan Agreement dated as of _____ 1, 2025, by and between the Issuer and the Borrower,

“Income Certification” shall mean a Tenant Income Certification substantially in the form of Exhibit C hereto, as such form may be revised by the Issuer from time to time and in any event containing the information as may be required by applicable written rules, rulings, policies, procedures, regulations or other official statements now or hereafter promulgated, proposed or made by the Department of the Treasury or the Internal Revenue Service with respect to obligations issued under Section 142(d) of the Code.

“Land” shall mean the real property described in Exhibit A attached hereto.

“Loan” shall mean the loan made to the Borrower pursuant to the Loan Agreement to finance the acquisition, construction and equipping of the Project.

“Low-Income Tenants” means individuals or families whose incomes do not exceed 60% of the area median gross income, adjusted for family size, as determined by Section 142(d) of the Code, for the County. Except as otherwise provided herein, occupants of a dwelling unit shall not be considered to be of low income if all the occupants are students (as defined in Section 152(f)(2) of the Code), no one of whom is entitled to file a joint federal income tax return. Notwithstanding the foregoing, a dwelling unit shall not fail to be treated as a dwelling unit that is occupied by Low-Income Tenants merely because such dwelling unit is occupied (a) by an individual who is (i) a student and receiving assistance under Title IV of the Social Security Act, (ii) a student who was previously under the care and placement responsibility of a foster care program (under Part B or Part E of the Title IV of the Social Security Act), or (iii) a student enrolled in a government supported job training program, or (b) entirely by full-time students if such students are (i) single parents and their children and such parents are not dependents of any person other than the full-time student occupying the unit, or (ii) married and file a joint return. Except as provided in Section 4 hereof, in no event shall occupants of a dwelling unit be considered to be of low income if, upon any recertification, such tenant’s gross income exceeds 140% of the applicable income limit for a Low-Income Tenant of the same family size. In such case, such tenant shall cease to qualify as a Low-Income Tenant. Notwithstanding the foregoing, so long as the next vacant unit of comparable or smaller size is rented to a Low-Income Tenant, the fact that such tenant’s gross income exceeds 140% of the applicable income limit shall not place the Project in non-compliance. Said income requirements shall be adjusted for family size in accordance with income limits published, from time to time, by HUD. The method of determining low income in effect at the date of execution and delivery of the Debt Securities shall be determinative, even if such method is subsequently changed.

“Net Proceeds of the Debt Securities” shall mean the total face amount of the Debt Securities, plus original issue premium, if any, and less original issue discount, if any, and less the amount of original Bond and Subordinate Note proceeds, if any, deposited in a qualified reserve account.

“Official Intent” shall mean the date of a declaration of “official intent” to reimburse costs paid with respect to the Project (within the meaning of §1.150-2 of the United States Treasury Regulations), which with respect to the determination of Qualified Project Costs for the Project, shall be September 17, 2024, for an amount up to **[\$27,500,000.]**

“Outstanding” shall mean, with respect to the Bonds, those Bonds that are Outstanding under the Indenture and, with respect to the Subordinate Note, these Subordinate Notes that are Outstanding under the Subordinate Note Registrar Agreement.

“Project” shall mean the Land and the buildings, structures, facilities and equipment now or hereafter comprising the 121-unit multifamily residential rental housing project located thereon, which Project is to be financed with the proceeds of the Loan.

“Project Costs” shall mean, to the extent authorized by the Act and the Code, all costs incurred by the Borrower with respect to the acquisition, rehabilitation and equipping, as the case may be, of the Project, including, without limitation, costs for site preparation, the planning of buildings and improvements, the acquisition of property, the removal or demolition of existing structures, the construction and rehabilitation of housing, related facilities and improvements, and all other work in connection therewith, and all costs of financing, including, without limitation, the cost of consultants, accounting and legal services, other expenses necessary or incident to determining the feasibility of the housing development, contractors’ and developers’ fees and the Borrower’s overhead and supervision fees and costs, costs of insurance and real estate taxes during construction, administrative and other expenses necessary or incident to the Project and the financing thereof (including reimbursement to any municipality, county or entity for expenditures made for the Project), interest accrued during construction and for a reasonable period thereafter and all other costs approved by Bond Counsel; provided, however, that, unless otherwise approved by Qualified Bond Counsel, any Project Costs initially paid from other monies more than 60 days prior to the adoption of the resolution of the Issuer approving the issuance of the Debt Securities may be reimbursed from Bond or Subordinate Note proceeds only if such Project Cost was (A) a cost of issuance of the Debt Securities, (B) a preliminary capital expenditure (within the meaning of United States Treasury Regulations Section 1.150-2(f)(2)) with respect to the Project (such as architectural, engineering and soil testing services) incurred before commencement of acquisition or rehabilitation of the Project that do not exceed twenty percent (20%) of the issue price of the Debt Securities (as defined in United States Treasury Regulations Section 1.148-1), or (C) was a capital expenditure with respect to the Project that is paid not more than 60 days prior to the date of Official Intent and reimbursed no later than eighteen (18) months after the later of the date the expenditure was paid or the date the Project is placed in service (but no later than three (3) years after the expenditure is paid); provided further, however, that if any portion of the Project is being constructed or developed by the Borrower or an Affiliate (whether as a developer, a general contractor or a subcontractor), “Project Costs” reimbursed by or paid from Bond proceeds to such persons shall include only (a) the actual out-of-pocket costs incurred by the Borrower or such Affiliate in developing or constructing the Project (or any portion thereof), (b) any reasonable fees for supervisory services actually rendered by the Borrower or such Affiliate (but excluding any profit component) to the extent such amount can be traced to third party costs and (c) any overhead expenses incurred by the Borrower or such Affiliate which are directly attributable to the work performed on the Project to the extent paid out to unrelated employees of third parties, and shall not include, for example, intercompany profits resulting from members of an affiliated group

(within the meaning of Section 1504 of the Code) participating in the rehabilitation of the Project or payments received by such Affiliate due to early completion of the Project (or any portion thereof).

“Qualified Bond Counsel” shall mean Greenberg Traurig, P.A., or an attorney or firm of attorneys that is appointed by the Issuer and is of nationally recognized standing with respect to the issuance of bonds by states and their political subdivisions.

“Qualified Project Costs” means all Project Costs paid with respect to the Project that (i) are properly chargeable to a capital account (or would be so chargeable with a proper election by the Borrower or but for a proper election by the Borrower to deduct such costs) in accordance with general federal income tax principles and in accordance with United States Treasury Regulations Section 1.103-8(a)(1) and (ii) are paid with respect to a qualified residential rental project or projects within the meaning of Section 142(d) of the Code.

“Qualified Project Period” shall mean the period commencing on the first day on which at least ten percent (10%) of the residential units in the Project are first occupied (as certified in writing by the Borrower to the Issuer) or, if later, the date on which the Debt Securities are issued and ending on the latest of the following: (i) the date that is fifteen (15) years after the date on which at least fifty percent (50%) of the residential units in the Project are first occupied (as certified in writing by the Borrower to the Issuer); (ii) the first day on which no tax-exempt private activity bond issued with respect to the Project is outstanding; or (iii) the date on which any assistance provided with respect to the Project under Section 8 terminates (as certified in writing by the Borrower to the Issuer). Notwithstanding the foregoing requirements, the Qualified Project Period shall be extended to the date that is thirty (30) years from the first (1st) day on which fifty percent (50%) of the residential units in the Property are first occupied or the delivery date of the Bonds, whichever is later. All references in this Agreement to the “Qualified Project Period” shall include the extended period described herein.

“Regulations” shall mean the regulations promulgated or proposed by the United States Department of the Treasury pursuant to the Code and applicable to the Project, as amended from time to time.

“Section 8” shall mean Section 8 of the United States Housing Act of 1937.

“State” shall mean the State of Florida.

Unless the context clearly requires otherwise, as used in this Agreement, words of the masculine, feminine or neuter gender shall be construed to include any other gender when appropriate and words of the singular number shall be construed to include the plural number, and vice versa, when appropriate. This and all the terms and provisions hereof shall be construed to effectuate the purposes set forth herein and to sustain the validity hereof.

The titles and headings of the sections of this Agreement have been inserted for convenience of reference only, and are not to be considered a part hereof and shall not in any way modify or restrict any of the terms or provisions hereof or be considered or given any effect in construing this Agreement or any provisions hereof or in ascertaining intent, if any question of intent shall arise.

Section 2. Acquisition, Rehabilitation, Completion and Operation of the Project.

The Borrower hereby represents, covenants and agrees that:

(a) The Borrower has incurred, or within the applicable period set forth in Regulation 1.148-2(e)(2) will incur, a substantial binding obligation to commence acquisition and rehabilitation of the Project within the applicable period set forth in Regulation 1.148-2(e)(2), pursuant to which the Borrower is obligated to expend an amount equal to at least five percent (5%) of the “net sale proceeds” of the Debt Securities.

(b) The Borrower reasonably expects that the total cost of acquisition and rehabilitation of the Project will be at least \$_____.

(c) The Borrower will commence the rehabilitation of the Project within six months of the date of issuance of the Debt Securities, and will proceed with due diligence to complete the same.

(d) The Borrower reasonably expects to complete the rehabilitation of the Project and to expend the full amount of the proceeds of the Loan by not later than three years following the Closing Date.

(e) At least ninety five percent (95%) of the Net Proceeds of the Debt Securities shall be applied to pay or reimburse the Borrower for the payment of Qualified Project Costs, and one hundred percent (100%) of the proceeds of the Loan shall be applied to pay or reimburse the Borrower for the payment of Project Costs.

(f) The Borrower shall submit to the Trustee, prior to or upon the date of each disbursement of the Loan, a statement certifying that the full amount of such disbursement will be applied to pay or reimburse the Borrower for the payment of Project Costs and that at least ninety-five percent (95%) of disbursements from Net Proceeds of the Debt Securities when combined with all prior disbursements from Net Proceeds of the Debt Securities will be applied to pay or reimburse the Borrower for the payment of Qualified Project Costs. Such statement may be included in a Borrower Requisition (as defined in the Indenture).

(g) Upon the completion of the Project, the Borrower shall submit to the Issuer and the Trustee a certificate of completion containing the following: (i) the Borrower’s statement that the Completion Date has been achieved (and an updated final report of sources and uses against the rehabilitation budget); (ii) if applicable, the Borrower’s statement that rehabilitation expenditures (within the meaning given such term in section 147(d)(3) of the Code) equal or exceed fifteen percent (15%) of the cost of acquiring the building (and equipment) financed with proceeds of the Debt Securities; (iii) the Borrower’s certification that not less than ninety-five percent (95%) of the Net Proceeds of the Debt Securities have been applied to pay or reimburse the Borrower for the payment of Qualified Project Costs and that one hundred percent (100%) of the disbursements of Net Proceeds of the Debt Securities have been applied to pay or reimburse the Borrower for the payment of Project Costs.

(h) The Borrower does not own any buildings or structures that are proximate to the Project, other than those buildings or structures comprising the Project, that are being financed

pursuant to a common plan of finance through the issuance of the Debt Securities under which the Project is also being financed.

(i) Upon initial occupancy of ten percent (10%) of the units in the Project, Borrower shall prepare and submit to the Issuer and the Compliance Monitoring Agent a certificate, and thereafter record such certificate, for the purposes of calculating the commencement and termination of the Qualified Project Period.

Section 3. Residential Rental Property.

The Borrower hereby represents, covenants, warrants and agrees that:

(a) (i) The Project will be acquired and constructed for the purpose of providing “qualified residential rental property” as such phrase is used in Section 142(d) of the Code, (ii) the Borrower shall own the entire Project for federal tax purposes, and (iii) the Project shall be owned, managed and operated as a multifamily residential rental property comprised of a building or structure or several buildings or structures containing similarly constructed units, together with any functionally related and subordinate facilities and no other facilities, in accordance with Section 142(d) of the Code and Sections 1.103-8(b)(4) and 1.103-8(a)(3) of the Regulations (as modified by Section 142(d) of the Code), and in accordance with such requirements as may be imposed thereby on the Project from time to time.

(b) The Project will be comprised of one or more similarly constructed units, each of which will contain separate and complete facilities for living, sleeping, eating, cooking and sanitation for an individual or a family, including a living area, a sleeping area, bathing and sanitation facilities and cooking facilities equipped with a cooking range, refrigerator and sink.

(c) None of the residential rental units in the Project will at any time be (i) utilized on a transient basis, (ii) rented for lease periods of less than six (6) months, or (iii) will be used as a hotel, motel, dormitory, fraternity or sorority house, rooming house, nursing home, hospital, sanitarium, rest home or trailer court or trailer park, or health club or recreational facility (other than health and/or recreational facilities that are available only to tenants and their guests without charge for their use and that are customarily found in Multifamily rental housing projects), and (iv) none of the occupants of such units shall be provided services customarily found in hotels such as room service for food and beverages, maid service, furnishing and laundering of linens or valet service.

(d) All of the residential rental units in the Project will be rented or available for rent on a continuous basis to members of the general public (other than units occupied by persons permitted pursuant to Section 3(i) hereof) and the Borrower will not give preference to any particular class or group in renting the residential rental units in the Project, except to the extent that units are required to be leased or rented to Low-Income Tenants. Low-Income Tenants will have equal access to and enjoyment of all common facilities of the Project. The Borrower will not discriminate against children of any age when renting the residential rental units in the Project.

(e) The Land consists of a parcel of real property or parcels of real property that are contiguous except for the interposition of a road, street, stream or similar property, and the Project

comprises buildings, structures and facilities that are proximate and financed pursuant to a common plan,

(f) Less than 25% of the Net Proceeds of the Debt Securities will be used (directly or indirectly) to acquire the Land.

(g) None of the Net Proceeds of the Debt Securities will be used to acquire any property (or an interest therein) unless the first use of such property is pursuant to such acquisition (within the meaning of Section 147(d)(1) of the Code); provided, however, that proceeds of the Debt Securities may be used to finance the acquisition of property (or an interest therein) where the “first use” of such property is not pursuant to such acquisition if rehabilitation expenditures with respect to such building equal or exceed fifteen percent (15%) of the portion of the cost of acquiring such building (and equipment) financed with proceeds of the Debt Securities. For purposes of this paragraph, the term “rehabilitation expenditures” has the same meaning given such term in section 147(d)(3) of the Code and, thus, does not include, among other things, any expenditures incurred more than two years after the later of the date the Debt Securities were issued, or the date on which the property was acquired, or any expenditures attributable to the enlargement of an existing building nor any expenditures described within Section 47(c)(2)(B) of the Code. Expenditures to rehabilitate a building include expenditures to rehabilitate equipment or to replace equipment having substantially the same function, but only if the equipment was part of an integrated operation contained in the building prior to its acquisition by the Borrower. References to equipment in parenthesis refer only to equipment which is functionally related and subordinate to and is purchased with an existing building.

(h) No proceeds of the Debt Securities shall be used directly or indirectly to provide any airplane, skybox or other private luxury box, health club facility (other than the normal and customary workout facility available to all tenants), facility used for gambling or store the principal business of which is the sale of alcoholic beverages for consumption off premises.

(i) The Borrower or any related person (within the meaning of the Code) shall not occupy any of the residential rental units in the Project; provided, however, that the Borrower or a related person may occupy a residential rental unit in a building or structure that contains five or more residential rental units if the Borrower or a related person is a resident manager or other necessary employee (e.g., maintenance and security personnel).

(j) In the case of a “mixed-use” project wherein part of the building or structure, together with any facilities functionally related and subordinate thereto, contains one or more similarly constructed residential rental units that in the aggregate, meet the Low-Income Tenant occupancy requirements of Section 4 of this Agreement (the “residential rental units”) and the rest of the building is devoted to use unrelated to such units (the “nonqualifying property”), the term “residential rental project” shall mean only the residential rental units and the other portions of the Project allocable to such units, including the allocable portion of the property benefiting both the residential rental units and the nonqualifying property (e.g., the common elements), and all property benefiting only the residential rental units. The allocation of the costs of the common elements shall be made according to a method that properly reflects the proportionate benefit derived, directly or indirectly, by the residential rental units and the nonqualifying property.

(k) If the Project is receiving Section 8 assistance, the Borrower will comply with all Section 8 requirements in administering these restrictions.

(l) No portion of the Project will at any time be owned or used by a cooperative housing corporation;

(m) The Project consists of one or more discrete edifices or other man made construction, each consisting of an independent foundation, outer walls and roof, all of which are (i) owned by the same person for federal tax purposes, (ii) located on a common tract of land or two or more tracts of land which are contiguous except for being separated only by a road, street, stream or similar property, and (iii) financed by the Loan or otherwise pursuant to a common plan of financing, and which will consist entirely of:

(1) Units which are similar in quality and type of construction and amenities;

(2) Facilities functionally related and subordinate in purpose and size to property described above, e.g., parking areas, swimming pool, exercise room and other recreational facilities (none of which may be unavailable to any person because such person is a Low-Income Tenant) and other facilities which are reasonably required for the Project, e.g., heating and cooling equipment, trash disposal equipment or units for residential managers or maintenance personnel;

(n) that during the Term of this Agreement, the Project will not include a unit in a building where all units in such building are not also included in the Project;

(o) that during the Term of this Agreement, the Borrower will not convert the Project to condominium ownership;

(p) within thirty (30) days of the Completion Date, the Borrower shall prepare and submit to the Issuer and the Trustee a certificate in recordable form for purposes of the calculation of the commencement and termination of the Qualified Project Period, if applicable;

(q) that the Borrower shall not discriminate on the basis of race, religion, color, age, sex, marital status, familial status, disability or national origin in the lease, use or occupancy of the Project or in connection with the employment or application for employment of persons for the operation and management of the Project; provided, however, that nothing herein shall be deemed to preclude the Borrower from discrimination based on income or reported tenant problems relating to the applying tenant or tenants in renting units set aside for Low-Income Tenants in compliance with the requirements of the Code and this Agreement; notwithstanding the foregoing, the Borrower shall not be precluded from discrimination based on age and familial status so long as the Borrower complies with all requirements imposed by or pursuant to the federal fair housing law and regulations of the Department of Housing and Urban Project (24 CFR) issued pursuant to Title VI, the Fair Housing Act, the Rehabilitation Act, the Age Discrimination Act or Executive Order 11063, and similar state laws and regulations; and

(r) that the Borrower shall submit an annual report to the Secretary of the Department of Treasury as required by Section 142(d)(7) of the Code and deliver a copy thereof to the Issuer and to the Trustee.

The requirements of this Section 3 shall terminate at the end of the Qualified Project Period, except as otherwise provided in Section 10 hereof.

Section 4. Low-Income Tenants.

The Borrower hereby represents, warrants and covenants as follows:

(a) At all times during the Qualified Project Period, not less than forty percent (40%) of the completed residential rental units shall be occupied or held available for occupancy by Low-Income Tenants, as required by the Code.

Notwithstanding the foregoing requirement, the Borrower has agreed to increase and modify the minimum requirements of the Code, and has agreed that not less than 20.66 percent of the Available Units in the Property (25 units) shall be occupied or reserved for occupancy by means individuals or families whose incomes do not exceed fifty percent (60%) of the area median gross income, adjusted for family size, as determined by Section 142(d) of the Code, for the County during the Qualified Project Period. The units within the Development shall be rented to the demographic commitment of Family (as defined herein).

(b) At all times during the Qualified Project Period, all of the residential rental units in the Project will be rented as a residential dwelling, on a continuous basis and may not be used or converted to owner-occupied housing or other residential or business use. For purposes of this requirement, a building or structure will not be deemed to be held for rental use if it contains less than five units, any unit of which is occupied by the owner of the residential rental units.

(c) The determination of whether the income of a resident of a residential rental unit exceeds the applicable income limit shall be made at the time of initial occupancy and at least annually thereafter on the basis of the current income of the resident. For purposes of paragraphs (a) and (b) of this Section 4, a residential rental unit occupied by an individual or family who at the commencement of the occupancy of such unit is a Low-Income Tenant shall be counted as occupied by a Low-Income Tenant during such individual's or family's tenancy in such unit, even though such individual or family ceases to be a Low-Income Tenant. However, the preceding sentence shall cease to apply to any Low-Income Tenant whose income under the most recent determination exceeds one hundred forty percent (140%) of the applicable income limit if after such determination, but before the next determination, any residential rental unit of comparable or smaller size in the same building (as defined for purposes of the low income housing tax credit in Section 42 of the Code) is occupied by a new resident whose income exceeds the applicable income limit. In addition, a unit that was occupied by a Low-Income Tenant shall be counted as occupied by a Low-Income Tenant until it is reoccupied for a period in excess of thirty-one (31) days, at which time the residential rental unit shall be considered to be occupied by a Low-Income Tenant only if the individual or family then occupying the residential rental unit satisfies the definition of a Low-Income Tenant.

(d) A development which certifies 100% of its units as low-income shall perform one annual income recertification effective upon the first anniversary of any household's move-in or initial certification. No additional income recertification shall be required by the Issuer; however, annual determination of student status shall be required for households comprised entirely of

students. Should the annual income recertification of such households result in non-compliance with income occupancy requirements, the next available unit must be rented to a qualifying household in order to ensure continuing compliance of the Project.

(e) The form of lease to be used by the Borrower in renting any unit in the Project to a person who is intended to be a Low-Income Tenant shall (i) provide for termination of the lease and consent by such person to immediate eviction for failure to qualify as a Low-Income Tenant as a result of any material misrepresentation made by such person with respect to the income certification, and (ii) subject to paragraph (d) above, require that the tenant of the unit certify the income of the residents of the unit annually and at any time as the Borrower may reasonably request. The form of lease for the residential rental units to be utilized by the Borrower in renting all dwelling units in the Project shall be subject to the Issuer's approval. The lease for the residential rental units must comply with all applicable Section 8 requirements if the Project is receiving a subsidy pursuant to Section 8 of the United States Housing Act of 1937.

Section 5. Reporting Requirements.

(a) At all times during the Qualified Project Period, the Borrower will obtain and maintain on file income certifications from each Low-Income Tenant residing in the Project as to the anticipated income of such Low-Income Tenant for the period of 12 consecutive months beginning with the date on which the Low-Income Tenant first occupied a unit or first signs a lease for a unit and, subject to Section 4(d) hereof, for each 12 month period thereafter, in the form and manner as may be required by applicable rules, regulations, or policies now or hereafter promulgated by the Department of the Treasury or the Internal Revenue Service with respect to obligations issued under Section 142(d) of the Code, the current form of which is attached hereto as Exhibit C. In addition to the income certifications provided for herein, the Borrower shall submit any other information, documents, or certifications requested by the Issuer or the Trustee, that the Issuer deems reasonably necessary to substantiate the Borrower's continuing compliance with the provisions of the Loan Agreement and Section 142(d) of the Code.

(b) At all times during the Qualified Project Period, the Borrower will obtain and maintain on file from each Low-Income Tenant residing in the Project a copy of such Low-Income Tenant's federal income tax return for the taxable year immediately preceding such Low-Income Tenant's initial occupancy (or, if later, the commencement of the Qualified Project Period) in the Project and each year thereafter or other satisfactory evidence of income for such year such as social security information, income tax returns of Qualified Tenants, pay stubs or employer letter showing wages or salary.

(c) The Borrower shall file with the Issuer and the Compliance Monitoring Agent, on the tenth (10th) day of each month, copies of the Income Certifications specified in Sections 5(a) and (b) hereof obtained by the Borrower during the previous calendar month.

(d) The Borrower shall maintain complete and accurate records pertaining to the incomes of and rentals charged to Low-Income Tenants residing in the Project, and shall permit during normal business hours, upon five (5) business days' notice to the Borrower, any duly authorized representative of the Issuer or the Trustee to inspect the books and records of the Borrower pertaining to the incomes of and rentals charged to all tenants of residential rental units

residing in the Project. The Trustee shall not be required to inspect the incomes or rental records maintained by the Borrower pursuant hereto unless directed in writing by the Issuer.

(e) Commencing on the date that the first unit in the Project is occupied, the Borrower shall prepare and submit to the Issuer and the Compliance Monitoring Agent on the tenth (10th) day of each month, rent rolls for the preceding month and a Certificate of Continuing Program Compliance executed by the Borrower stating (i) the percentage of units that were occupied by Low-Income Tenants as of the twentieth (20th) day of the previous month, (ii) that at all times during the previous month at least 40% of the residential rental units were occupied or held available for occupancy by Low-Income Tenants (each as determined in accordance with Section 4 of this Agreement), and (iii) that no default has occurred under this Agreement or, if such a default has occurred, the nature of such default and the steps, if any, the Borrower has taken or proposes to take to correct such default. Attached hereto as Exhibit B is the initial Certificate of Continuing Compliance to be used by the Borrower.

(f) The Borrower will file when due Internal Revenue Code Form 8703-Annual Certification of a Residential Rental Project or such other annual certification required by the Code to be submitted to the Secretary of the Department of Treasury as to whether the Project continues to meet the requirements of Section 142(d) of the Code, with a copy to the Issuer and the Trustee.

Section 6. Tax-Exempt Status of Debt Securities.

(a) The Issuer hereby represents, covenants and agrees as follows:

(i) that the Issuer will not knowingly take or fail to take or permit any action to be taken that would adversely affect the exclusion from gross income under Section 103 of the Code of the interest on the Debt Securities and, if it should take or permit any such action, the Issuer shall take all lawful actions that it can take to rescind such actions promptly upon having knowledge thereof; and

(ii) that the Issuer will take such action or actions, as may be necessary in the opinion of Qualified Bond Counsel, to comply fully with all applicable rules, rulings, regulations, policies, procedures or other official statements promulgated or proposed by the Department of the Treasury or the Internal Revenue Service pertaining to obligations issued under Section 142(d) of the Code.

(b) The Borrower hereby covenants, represents and agrees as follows:

(i) that the Borrower will not take or fail to take or permit any action to be taken which would adversely affect the exclusion from gross income of the interest on the Debt Securities under Section 103 of the Code, and, if it should take or permit any such action, the Borrower shall take all lawful actions that it can take to rescind such action promptly upon having knowledge thereof;

(ii) that the Borrower in order to preserve the exclusion from gross income under section 103 of the Code of interest on Debt Securities shall not request any advance (a) which would cause the amount of Net Proceeds of the Debt Securities used to finance costs of issuance to exceed two percent (2%) of the proceeds on the Debt Securities

allocable to the Loan or (b) which is for costs other than Qualified Project Costs unless at least ninety-five percent (95%) of all advances from Net Proceeds of the Debt Securities, taking into account costs of issuing the Debt Securities as costs which are not Qualified Project Costs, shall have been applied to finance Qualified Project Costs; and

(iii) that the Borrower will take such action or actions, as may be necessary in the opinion of Qualified Bond Counsel, to comply fully with all applicable rules, rulings, regulations, policies, procedures or other official statements promulgated or proposed by the Department of the Treasury or the Internal Revenue Service pertaining to obligations issued under Section 142(d) of the Code affecting the Project or the Loan.

Section 7. Fair Housing Laws.

The Borrower will comply with all fair housing laws, rules, regulations or orders applicable to the Project.

Section 8. Covenants to Run with the Land.

The covenants, reservations and restrictions set forth herein shall be deemed covenants running with the Land and, except as provided in Sections 8 and 10 hereof, shall pass to and be binding upon the Borrower's heirs, assigns and successors in title to the Land or the Project; provided, however, that upon the termination of this Agreement in accordance with the terms hereof said covenants, reservations and restrictions shall expire. Except as provided in Section 10 hereof, each and every contract, deed or other instrument hereafter executed covering or conveying the Land or the Project or any portion thereof shall conclusively be held to have been executed, delivered and accepted subject to such covenants, reservations and restrictions, regardless of whether such covenants, reservations and restrictions are set forth in such contract, deed or other instruments. If a portion or portions of the Project are conveyed, all of such covenants, reservations and restrictions shall run to each portion of the Project. The Borrower, at its cost and expense, shall cause this Agreement to be duly recorded or filed and re-recorded or refiled in such places, and shall pay or cause to be paid all recording, filing, or other taxes, fees and charges, and shall comply with all such statutes and regulations as may be required by law in order to establish, preserve and protect the ability of the Issuer to enforce this Agreement.

Section 9. Indemnification of Issuer and Trustee.

(a) The Borrower releases the Issuer and the Trustee, and their respective officers, directors, agents, officials, employees (and as to the Issuer, members of its Board of Directors) and any person who controls the Issuer or the Trustee (only in its capacity as Trustee and not for the benefit of Bondholders), within the meaning of the Securities Act of 1933, from, and covenants and agrees to indemnify, hold harmless and defend the Issuer and the Trustee (individually and not for the benefit of the Bondholders), and their respective officers, directors, employees, agents, officials (and as to the Issuer, members of its governing board) and any person who controls the Issuer or the Trustee (only in its capacity as Trustee and not for the benefit of Bondholders), within the meaning of the Securities Act of 1933, and employees and each of them (each an "Indemnified Party") from and against, any and all losses, claims, damages, demands, liabilities and expenses (including but not limited to, reasonable attorneys' fees and expenses, whether or not suit is

brought and whether incurred in settlement negotiations, investigations of claims, at trial, on appeal or otherwise), litigation and court costs, taxes, amounts paid in settlement, amounts paid to discharge judgments, causes of action, suits, claims, demands and judgments of any nature, joint or several, by or on behalf of any person directly or indirectly resulting from, arising out of or related to:

(i) any and all claims arising in connection with the interpretation, performance, enforcement, breach, default or amendment of this Agreement or in connection with any federal or state tax audit or investigation, any securities investigation or enforcement action or any questions or other matters arising under this Agreement;

(ii) the exercise by the Trustee of its powers or duties under the Indenture or under this Agreement;

(iii) the Borrower's failure to comply with any requirement of this Agreement;

(iv) any act or omission of the Borrower or any of its agents, servants, employees or licensees in connection with the Loan or the Project, including violation of any law, ordinance, court order or regulation affecting the Project or any part of it or the ownership, occupancy or use of it;

(v) any damage or injury, actual or claimed, of whatsoever kind, cause or character, to property (including loss of use of property) or persons, occurring or allegedly occurring in, on or about the Project or arising out of any action or inaction of the Borrower, whether or not related to the Project, or resulting from or in any way connected with specified events, including the construction or management of the Project;

(vi) any violation of any environmental law, rule or regulation with respect to, or the release of any toxic substance from, the Project; and

(vii) any and all claims arising in connection with the operation of the Project, or the conditions, environmental or otherwise, occupancy, use, possession, conduct or management of work done in or about, or from the planning, design, acquisition, construction or equipping of, the Project or any part of it, including, but not limited to, the ADA (as evidenced by an architect's certificate to such effect).

(b) This indemnification shall not be affected by any investigation by or on behalf of the Trustee or the Issuer or by any information the Trustee or the Issuer may have or obtain with respect thereof. This indemnification shall extend to and include, without limitation, all reasonable costs, counsel fees, expenses and liabilities incurred in connection with any such claim or proceeding brought with respect to such claim to the fullest extent permitted by law, with respect to the Issuer and its Indemnified Parties, notwithstanding negligence, willful misconduct or fraud on the part of the Issuer and its Indemnified Parties, and in the case of the foregoing indemnification of the Trustee or any of its Indemnified Parties, except to the extent such damages are caused by the negligence or willful misconduct of such Indemnified Party.

(c) In the event that any action or proceeding is brought against any Indemnified Party with respect to which indemnity may be sought under this Agreement, the Borrower, upon written

notice from the Indemnified Party, shall assume the investigation and defense of the action or proceeding, including the engagement of counsel selected by the Borrower, subject to the approval of the Indemnified Party in such party's sole discretion, and shall assume the payment of all reasonable expenses related to the action or proceeding, with full power to litigate, compromise or settle the same in its sole discretion, provided that the Issuer or the Trustee, as appropriate, shall have the right to review and approve or disapprove any such compromise or settlement which review and approval shall not be unreasonably withheld or delayed. Each Indemnified Party shall have the right to engage separate counsel in any such action or proceeding and participate in the investigation and defense of the action or proceeding and the Borrower shall be obligated to pay the reasonable fees and expenses of such separate counsel if (a) the Indemnified Party determines that a conflict of interest exists between the interests of the Indemnified Party and the interests of the Borrower or (b) such separate counsel is engaged with the approval of the Borrower, which approval shall not be unreasonably withheld, conditioned or delayed; provided, that notwithstanding the foregoing, each Indemnified Party shall have the right to employ separate counsel in any such action or proceeding at the Borrower's expense, if the Borrower fails to assume the defense of such Indemnified Party. The Borrower shall not be liable for any settlement obtained without the Borrower's consent, which consent shall not be unreasonably withheld, conditioned or delayed.

(d) Notwithstanding any transfer of the Project to another owner, the Borrower shall remain obligated to indemnify each Indemnified Party pursuant to this Section 9 for all matters arising prior to the date of such transfer, and, as a condition to the release of the transferor on and after the transfer date, the transferee must assume the obligations of the Borrower under the Bond Documents on and after such transfer date and indemnify each Indemnified Party pursuant to this Section 9 and for all matters arising on and after the date of such transfer.

(e) The indemnification set forth in this Section 9 shall survive the termination of this Agreement, the repayment of the Loan and the payment or defeasance of the Debt Securities.

(f) The indemnification provided in this Section 9 is in addition to, and not in substitution of, the indemnification provisions in other documents executed and delivered in connection with the making of the Loan and the issuance of the Debt Securities.

(g) Notwithstanding any other provision of this Agreement to the contrary, neither the Bondholders nor the Trustee will assume or take subject to any liability for the indemnification obligations of the Borrower for acts or omissions of the Borrower prior to any transfer of title to the Bondholders or the Trustee, as the case may be, whether by foreclosure, deed in lieu of foreclosure or comparable conversion of the Loan. Following any transfer of title to the Bondholders or the Trustee, as the case may be, any obligations of the Bondholders or the Trustee, as the case may be, under this Section shall be limited to acts and omissions of the Bondholders or the Trustee, as the case may be, which occur following acquisition of the Project by such Person, whether such acquisition is by foreclosure, deed in lieu of foreclosure or comparable conversion of the Loan, and only during the period of such Person's ownership and operation of the Project, provided that such Person's liability shall be strictly limited to acts and omissions of such Person or its agents occurring during the period of such Person's ownership and operation of the Project. The Borrower shall remain liable under this Section for its actions and omissions prior to any transfer of title to the Bondholders or the Trustee, as the case may be. The obligation of the

Bondholders or the Trustee, as the case may be, to provide indemnification shall be contingent upon such Person's receipt of written notice from any party asserting a right to indemnification in time sufficient to enable such Person to defend any action, claim or proceeding in a manner which is not prejudicial to such Person's rights. The Bondholders or the Trustee, as the case may be, shall have no indemnification obligations to the Borrower, or with respect to the Debt Securities.

Section 10. Term.

(a) Subject to the rights of the Issuer and the Trustee to indemnification by the Borrower pursuant to Section 9 hereof, which shall survive the termination of this Agreement, this Agreement shall remain in full force and effect until the "Term of this Agreement," which shall be the later of (i) the payment in full of the Debt Securities (or any Debt Securities refunding the Debt Securities), or (ii) the expiration of the Qualified Project Period, it being expressly agreed and understood that the provisions of this Agreement may survive the termination of the Loan Agreement, if repayment of the Loan occurs prior to the later of such events. Upon the termination of this Agreement, upon request of any party hereto, the Issuer, the Trustee, the Borrower and any successor party hereto shall execute a recordable document prepared by the Issuer or its counsel further evidencing such termination.

(b) Notwithstanding Section 10(a), the restrictions and requirements contained in this Agreement shall, except as otherwise provided in Section 9 hereof as to the Borrower and subject to the provisions of the last sentence in this Section 10(b), automatically terminate in the event of involuntary noncompliance caused by fire, seizure, requisition, foreclosure or transfer of title by deed in lieu of foreclosure to an entity other than the Borrower or a related person (within the meaning of the Code) to the Borrower, change in a federal law or an action of a federal authority after the date the Debt Securities are issued which prevents compliance with the covenants expressed herein, or condemnation or similar event (as determined by the Issuer upon the advice of Qualified Bond Counsel), but only if, within a reasonable period, either (i) all Debt Securities are paid, redeemed, retired or cancelled in full, or (ii) amounts received as a consequence of such event are used to provide a project that meets and is subject to the requirements of the Code and applicable Regulations thereunder. In such event, upon the request of the Borrower and at the expense of the Borrower, the parties hereto shall execute an appropriate document in recordable form prepared by the Issuer or its counsel to evidence such automatic termination, but the failure to execute or record such document shall not affect the automatic termination. This Section 10(b) shall not apply (and the restrictions contained in this Agreement shall thereafter apply) to the Project in the event that, subsequent to any involuntary noncompliance as described in this Section 10(b) but prior to the expiration of the Qualified Project Period, an obligor on the acquired purpose investment (as defined in Section 1.148-1(b) of the Regulations) or a related person (as defined in Section 1.103-10(e) of the Regulations) obtains an ownership interest in the Project for tax purposes.

(c) Notwithstanding any other provisions of this Agreement, this entire Agreement, or any of the provisions or Sections hereof, may be terminated with the written consent of the Issuer, the Trustee, or its assigns and the Borrower if there shall have been received an opinion of Qualified Bond Counsel that such termination will not adversely affect the exclusion from gross income for federal income tax purposes of the interest on the Debt Securities.

(d) The Trustee's obligations under this Agreement terminate at such time as the Debt Securities are no longer outstanding.

Section 11. Correction of Noncompliance.

The failure of the Borrower to comply with any of the provisions of either Section 3 or 4 of this Agreement shall not be deemed a default hereunder unless such failure has not been corrected within a period of sixty (60) days following the date that any of the parties hereto learned of such failure. Within a reasonable period of gaining knowledge of such failure, the Trustee shall attempt with reasonable diligence to notify the Borrower of such failure by telephonic communication to be confirmed in writing.

Section 12. Modification of Tax Covenants.

To the extent any amendments, modifications or changes to the Regulations or the Code shall, in the written opinion of Qualified Bond Counsel filed with the Issuer, the Borrower, and the Trustee, impose requirements upon the ownership, occupancy or operation of the Project different than those imposed by the Regulations or the Code and stated herein, this Agreement shall be amended and modified in accordance with such requirements to the extent necessary to maintain the excludability from gross income, for federal income tax purposes of the interest on the Debt Securities. The parties hereto agree to execute, deliver, and record, if applicable, any and all documents or instruments necessary in the opinion of and in the form approved by Qualified Bond Counsel to effectuate the intent of this Section 12.

Section 13. Reliance.

The Borrower hereby recognizes and agrees that the representations and covenants made by the Borrower set forth herein may be relied upon by the Issuer and the Trustee. In performing their duties and obligations hereunder, the Issuer and the Trustee may rely upon statements and certificates of the Borrower and the Low-Income Tenants that are believed to be genuine and to have been executed by the proper person or persons, and upon audits of the books and records of the Borrower pertaining to occupancy of the Project.

Section 14. Authority to Monitor Compliance; Compliance Monitoring Fee.

(a) The Issuer shall receive reports, certifications and other documents, shall examine all such reports, certifications and other documents then required to be delivered to the Issuer hereunder and shall notify the Trustee promptly and the Borrower within a reasonable time if any such documents contain evidence of non-compliance with the requirements of this Agreement.

(b) In the event all Debt Securities have matured or been redeemed or defeased prior to the end of the Qualified Project Period, the Borrower shall pay the Compliance Monitoring Fee to the Issuer, payable in advance on the date on which the maturity, redemption or defeasance of the Debt Securities takes place.

(c) The Issuer has hired the Compliance Monitoring Agent to monitor compliance with this Agreement pursuant to the Compliance Monitoring Agreement. The Compliance Monitoring Agent shall be copied on all notices to any party pursuant to the terms of this Agreement.

Section 15. Uniformity; Common Plan.

The covenants, reservations and restrictions hereof shall apply uniformly to the entire Project.

Section 16. Transfer of Project; Covenants to Run with the Land.

(a) The Borrower shall not (i) enter into a voluntary sale, lease (other than leases of rental units to tenants), exchange, assignment, conveyance, transfer or other disposition (collectively, a “Disposition”) of all or substantially all of the Project or (ii) allow itself to be terminated for federal income tax purposes or (iii) so long as any Debt Securities remain Outstanding, place any mortgage lien, assignment of leases and rents or security interests on or pertaining to the Project, without in each instance the prior written consent of the Issuer. The Issuer shall not unreasonably withhold its written consent to a Disposition, as long as the requirements of this Section 16 are fully satisfied. It is expressly agreed that, in connection with determining whether to grant or withhold such consent, the Issuer may (but is not obligated to), among other things: (1) consider the creditworthiness of the party to whom such Disposition will be made and such party’s management ability with respect to the Project; (2) consider whether or not the security for repayment of the Loan and other payment obligations under the Loan Agreement, and the performance of the covenants and other obligations under this Agreement (without regard to whether any Debt Securities are outstanding) or the Issuer’s ability to enforce its rights, remedies and recourses with respect to such security or performance will be impaired in any way or to any degree by the proposed Disposition; (3) require that the Issuer be reimbursed for all reasonable costs and expenses incurred by the Issuer in connection with investigating the creditworthiness and management ability of the party to whom such Disposition will be made and in determining whether the Issuer’s security will be impaired by the proposed Disposition; (4) require the payment of all payment obligations of the Borrower under the Loan Agreement, including but not limited to accrued obligations not yet payable and, in the event of a Disposition in connection with a redemption of the Debt Securities prior to the termination of the Qualified Project Period, the Compliance Monitoring Fee; (5) require the payment of the Issuer’s attorneys’ fees and expenses in connection with such Disposition; (6) require the express, unconditional assumption of all payment obligations and all performance obligations under this Agreement, the Loan Agreement, the Environmental Indemnity and the Guaranty of Recourse Obligations (each as defined in the Indenture) relating to the Project and any other document, agreement or instrument evidencing or securing the Borrower’s obligations under the Loan Agreement by the party to whom such Disposition will be made (with or without the release of the transferor Borrower from liability for such obligations), which assumption shall be in form and substance satisfactory to the Issuer and its counsel, and require the recording of such assumption document; (7) require the execution of modification agreements, supplemental mortgage documents, financing statements and such other documents, agreements and instruments as the Issuer or their counsel may require, (8) require endorsements to any existing Issuer or Trustee title insurance policies insuring the Issuer’s or the Trustee’s liens and security interests covering the Project, and (9) require an opinion of Qualified Bond Counsel to the effect that the transfer will not adversely affect the excludability of the interest on the Debt Securities from the gross income of the holders thereof for federal income tax purposes. The Issuer may, in its discretion, release the Borrower from liability under this Agreement and the Loan Agreement and may limit any such release from

liability to events and occurrences arising after such Disposition, whether or not the Issuer has knowledge of prior events or occurrences creating such liability at the time of the Disposition.

(b) The restrictions contained in Section 16(a) shall not be applicable to any of the following: (i) any transfer pursuant to or in lieu of a foreclosure or any exercise of remedies (including, without limitation, foreclosure, deed in lieu of foreclosure or comparable conversion of the Loan under the Security Instruments); provided, however, that neither the Borrower nor any related person (within the meaning of the Code) to the Borrower shall acquire any interest in the Project during the remainder of the Qualified Project Period; (ii) any sale, transfer, assignment, encumbrance or addition of partnership interests in the Borrower, provided such sale, transfer, assignment, encumbrance or addition does not constitute a change in ownership of the Project which would adversely affect the excludability from gross income, for federal income tax purposes of the interest payable on the Debt Securities; (iii) grants of utility-related easements and governmental easements, shown on the title policy approved by the Issuer and any other easement and use agreements which may be consented to by the Issuer; (iv) service-related leases or easements, such as laundry service leases or television cable easements, and easements related to the construction of the Project over portions of the Project, provided, however, the same are granted in the ordinary course of business in connection with the operation of the Project as contemplated by this Agreement; (v) grants of other easements and entry into other use agreements which may be consented to by the Issuer and the Majority Owner; (vi) leases of apartment units to tenants, including Low-Income Tenants, in accordance with the requirements of the Loan Agreement and this Agreement and leases of commercial space; (vii) any sale or conveyance to a condemning governmental authority as a direct result of a condemnation or a governmental taking or a threat thereof; (viii) the placing of a subordinate mortgage lien, assignment of leases and rents or security interests on or pertaining to the Project if made expressly subject and subordinate to this Agreement, the Loan documents; (ix) any change in allocations or preferred return of capital, depreciation or losses or any final adjustment in capital accounts (all of which may be freely transferred or adjusted by the Borrower pursuant to the Borrower's creation documents); or (x) the placing of a mortgage lien, assignment of leases and rents or security interests on or pertaining to the Project after the payment (or provision for payment in accordance with the Indenture) of all Debt Securities.

(c) The covenants, reservations and restrictions set forth herein shall be deemed covenants running with the Land and, except as provided in Section 10 hereof and this Section 16, shall pass to and be binding upon the Borrower's heirs, assigns, and successors in title to the Land or the Project; provided, however, that upon the termination of this Agreement in accordance with the terms hereof, said covenants, reservations and restrictions shall expire. Except as provided in Section 10 hereof and this Section 16, each and every contract, deed or other instrument hereafter executed covering or conveying the Land or the Project or any portion thereof shall conclusively be held to have been executed, delivered and accepted subject to such covenants, reservations and restrictions, regardless of whether such covenants, reservations and restrictions are set forth in such contract, deed or other instruments. If a portion or portions of the Project are conveyed, all such covenants, reservations and restrictions shall run to each portion of the Project.

(d) In connection with any Disposition under paragraph (a) above or any transfer or other action addressed in Section 16(b)(ii) above other than a transfer of limited partnership interests, the Issuer, the Trustee and the Majority Owner shall be entitled to require the Borrower

to cause an opinion of Bond Counsel to be delivered to them to the effect that the proposed transfer of the Project will not adversely affect the exclusion of interest on the Debt Securities from the federal gross income of the holders thereof.

Section 17. Burden and Benefit.

The Issuer, the Trustee and the Borrower hereby declare their understanding and intent that the burden of the covenants set forth herein touch and concern the Land in that the Borrower's legal interest in the Land and the Project is rendered less valuable thereby. The Issuer, the Trustee and the Borrower hereby further declare their understanding and intent that the benefit of such covenants touch and concern the Land by enhancing and increasing the enjoyment and use of the Land and the Project by Low-Income Tenants, the intended beneficiaries of such covenants, reservations and restrictions, and by furthering the public purposes for which the Debt Securities were issued.

Section 18. Remedies; Enforceability.

If a violation of any of the provisions hereof occurs or is attempted, the Issuer and its successor and assigns, after expiration of any applicable cure period, may institute and prosecute any proceeding at law or in equity to abate, prevent or enjoin any such violation or attempted violation, to compel specific performance hereunder, or to recover monetary damages caused by such violation or attempted violation. The provisions hereof are imposed upon and made applicable to the Land and shall run with the Land and shall be enforceable against the Borrower or any other person or entity that has or had an ownership interest in the Project at the time of such violation or attempted violation. No delay in enforcing the provisions hereof as to any breach or violation shall impair, damage or waive the right of any party entitled to enforce the provisions hereof or to obtain relief against or recover for the continuation or repetition of such breach or violation or similar breach or violation hereof at any later time or times. Notwithstanding anything to the contrary in this Agreement, with the exception of the obligations of the Borrower to the Issuer and the Trustee set forth in Section 9 of this Agreement, the liability of the Borrower under this Agreement is and shall be limited solely to the interest of the Borrower in the Project, it being specifically understood and agreed that neither the Borrower nor the partners comprising the Borrower, if any, shall have any personal liability with respect to the obligations of the Borrower set forth herein, and that any party seeking to enforce personal liability against the Borrower or the partners comprising the Borrower, if any, shall look only to said interest of the Borrower for the satisfaction of such liability. The Issuer and the Trustee agree that cure of any violation or default by any limited partner of the Borrower shall be deemed to be a cure by the Borrower and shall be accepted on the same basis as if made by the Borrower.

Section 19. Governing Law.

This Agreement shall be governed by the laws of the State, without regard to conflict of law provisions.

Section 20. Filing.

This Agreement shall be duly recorded in the Office of the Clerk of the Circuit Court for Seminole County, Florida.

Section 21. Amendments.

This Agreement shall not be amended, revised, or terminated except by a written instrument, executed by the parties, and duly recorded in the Office of the Clerk of the Circuit Court for Seminole County, Florida. The Issuer's consent to any such amendment, revision or termination shall be given only in accordance with the Indenture.

Section 22. Notice.

Any written notice required or permitted to be given hereunder shall be given by (i) personal delivery, (ii) registered or certified U.S. mail or (iii) registered expedited service at the addresses set forth below or at such other addresses as may be specified in writing by the parties hereto. Any such notice shall be deemed received on (i) the date of delivery, if given by personal delivery or by expedited delivery service, or (ii) upon the earlier of the third (3rd) business day after the date of mailing or upon actual receipt, if sent by registered U.S. mail.

(a) As to the Issuer:

Osceola County Housing Finance Authority
c/o Governmental Management Services - Central Florida LLC
219 East Livingston Street
Orlando, FL 32801
Attention: George S. Flint

With a copy to:

Latham Luna Eden & Beaudine, LLP
201 Orange Avenue, Suite 1400
Orlando, FL 32801
Attention: Jan A. Carpenter, Esq.

With a copy to:

Seltzer Management Group, Inc.
17633 Ashley Drive
Panama City Beach, FL 32413
Attention: _____

(b) As to the Borrower:

San Jose Preservation, Ltd.
401 Wilshire Boulevard, 11th Floor
Santa Monica, CA 90401
Attention: Russell Condas
Email: rcondas@lincolnavcap.com
Attention: Hanna Jamar, Esq.
Email: hanna@lincolnavcap.com

- (c) As to the Rating Agency:

Moody's Ratings
7 World Trade Center
250 Greenwich Street, 16th Floor
New York, NY 10007
Attention: Public Finance Group – Housing Team
Email: Housing@moodys.com

- (d) As to the Trustee:

The Bank of New York Mellon Trust Company, N.A.
4655 Salisbury Rd., Suite 300
Jacksonville, FL 32256
Attention: Lori Cardey
Telephone: 904-645-1982
Email: lori.cardey@bny.com

- (e) As to Investor Limited Partner:

TCC San Jose LLC
c/o Truist Community Capital, LLC
303 Peachtree Street N.E., 3rd Floor
Atlanta, GA 30308
Attention: Lesli Carroll
Telephone: 352-874-4375
Email: Lesli.Carroll@truist.com

With copies to:

Nixon Peabody, LLP
Exchange Place
53 State Street
Boston, MA 02109
Attention: Nathan Bernard, Esq.
Telephone: 617-345-1236
Email: nbernard@nixonpeabody.com

- (f) As to Lender:

Grandbridge Real Estate Capital, LLC
200 East Long Lake Road, Suite 110
Bloomfield Hills, MI 48304
Attention: Carol Worden
Telephone: 248-282-0115
Email: carol.worden@grandbridge.com

With a copy to:

Vorys, Sater, Seymour and Pease LLP
301 East 4th Street, Suite 3500
Cincinnati, OH 45202
Attention: William Baldwin
Telephone: 513-723-4030
Email: wdbaldwin@vorys.com

Section 23. Severability.

If any provision hereof shall be invalid, illegal or unenforceable, the validity, legality and enforceability of the remaining portions hereof shall not in any way be affected or impaired thereby.

Section 24. Multiple Counterparts.

This Agreement may be simultaneously executed in multiple counterparts, all of which shall constitute one and the same instrument, and each of which shall be deemed to be an original.

Section 25. HUD Rider.

The provisions of this Agreement are subject to the provisions of the HUD Rider attached hereto and made a part hereof.

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK]

**SIGNATURE PAGE TO
LAND USE RESTRICTION AGREEMENT
(San Jose Apartments)**

IN WITNESS WHEREOF, the Issuer, the Trustee and the Borrower have executed this Agreement by duly authorized representatives, all as of the date first written hereinabove.

[SEAL]

ATTEST:

**OSCEOLA COUNTY HOUSING
FINANCE AUTHORITY**

By: _____
George S. Flint, Assistant Secretary

By: _____
Duane Owen, Chair

c/o Governmental Management Services -
Central Florida LLC
219 East Livingston Street
Orlando, FL 32801
Attention: George S. Flint

STATE OF FLORIDA)

COUNTY OF OSCEOLA)

The foregoing instrument was acknowledged before me by means of ☐ physical presence or ☐ online notarization, this ____ day of _____ 2025, by Duane Owen and George S. Flint as Chair and Assistant Secretary, respectively, of the Osceola County Housing Finance Authority.

GIVEN under my hand and notarial seal this ____ day of _____ 2025.

NOTARY PUBLIC, STATE OF FLORIDA

(Name of Notary Public, Print, Stamp or Type as
Commissioned)

☐ Personally known to me, or
☐ Produced identification:

(Type of Identification Produced)

**SIGNATURE PAGE TO
LAND USE RESTRICTION AGREEMENT
(San Jose Apartments)**

WITNESSES:

**THE BANK OF NEW YORK MELLON
TRUST COMPANY, N.A., as Trustee**

Print Name:_____

By:_____

Address:_____

Print Name:_____

Address:_____

STATE OF FLORIDA)

COUNTY OF _____)

The foregoing instrument was acknowledged before me by means of ☐ physical presence
or ☐ online notarization, this ____ day of _____ 2025, by _____ as
_____ of The Bank of New York Mellon Trust Company, N.A.

GIVEN under my hand and notarial seal this ____ day of _____ 2025.

NOTARY PUBLIC, STATE OF FLORIDA

(Name of Notary Public, Print, Stamp or Type as
Commissioned)

☐ Personally known to me, or
☐ Produced identification:

(Type of Identification Produced)

**SIGNATURE PAGE TO
LAND USE RESTRICTION AGREEMENT
(San Jose Apartments)**

Witnesses:

Print Name: _____

Address: _____

Print Name: _____

Address: _____

BORROWER:

SAN JOSE PRESERVATION, LTD., a
Florida limited partnership

By: **SAN JOSE PRESERVATION GP
LLC**, a Delaware limited liability
company, its general partner

By: _____
Russell Condas
Vice President

**CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT
CIVIL CODE 1189**

XXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXX
XXXXXXXXXXXXXXXXXXXX

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

STATE OF CALIFORNIA
COUNTY OF _____

On _____, 2025 before me, _____, Notary Public, personally appeared Russell Condas who proved to me on the basis of satisfactory evidence to be the person whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his authorized capacity, and that by his signature on the instrument the person, or the entity upon behalf of which the person acted, executed the instrument.

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

WITNESS my hand and official seal.

Signature _____ (Seal)

EXHIBIT A
LEGAL DESCRIPTION

EXHIBIT B

**OSCEOLA COUNTY HOUSING FINANCE AUTHORITY
CERTIFICATION OF CONTINUING PROGRAM COMPLIANCE**

WITNESSETH that on this _____ day of _____, _____, the undersigned, having borrowed certain funds from the Osceola County Housing Finance Authority (the “Authority”) for the purpose of financing the cost of acquisition, rehabilitation, installation and equipping of San Jose Apartments, a multifamily rental housing project located in Orange County, Florida (the “Project”), does hereby certify (i) that such Project is in continuing compliance with the Land Use Restriction Agreement, dated _____ 1, 2025 (herein, the “Land Use Restriction Agreement”), executed by the undersigned and filed in the official public records of Orange County, Florida (including the requirement that all units be and remain rental units); (ii) that an Income Certification has been submitted for each new tenant in such Project since the filing of the last such certification and that the same are true and correct to the best of the undersigned’s knowledge and belief, and (iii) that no default has occurred under the Land Use Restriction Agreement or if such a default has occurred the Borrower has advised the Issuer of such default and has described the steps which it has taken or proposed to take to correct such default. As of the date of this Certificate, the following percentages of residential units in the Project are occupied by Low-Income Tenants (as such term is defined in the Land Use Restriction Agreement), Non-Revenue Units and Vacant Units:

Total number of units available for occupancy as of _____, _____	Percentage	Number
Low-Income Tenants	_____ %	_____
Non-Revenue Units	_____ %	_____
Vacant Units	_____ %	_____
TOTAL	100%	_____

SAN JOSE PRESERVATION, LTD, a Florida
limited partnership

By: SAN JOSE PRESERVATION GP LLC, a
Delaware limited liability company, its
general partner

By: _____
Name: _____
Title: _____

EXHIBIT C
FORM OF INCOME CERTIFICATION

[attached]

HUD RIDER TO LAND USE RESTRICTION AGREEMENT

This HUD RIDER TO LAND USE RESTRICTION AGREEMENT (this “Rider”) is attached to and forms a part of the Land Use Restriction Agreement (“LURA”), dated as of _____ 1, 2025, by and among San Jose Preservation, Ltd., a Florida limited partnership (“Borrower”), the Osceola County Housing Finance Authority, a public body corporate and politic of the State of Florida (“Authority”), and The Bank of New York Mellon Trust Company, N.A., a national banking association, as Trustee (“Trustee”).

WHEREAS, Borrower is the owner of certain real property located in the County of Orange, State of Florida, as more particularly described in Exhibit “A” attached to the LURA and made a part hereof, on which is constructed that certain rental apartment project known as San Jose Apartments (the “Project”).

WHEREAS, Borrower has obtained financing from Grandbridge Real Estate Capital LLC, a North Carolina limited liability company (“New Lender”) for the benefit of the Project, which loan is secured by a Supplemental Multifamily Mortgage, Assignment of Leases and Rents and Security Agreement (Florida) (the “Supplemental Security Instrument”) dated as of _____ 1, 2025, and recorded in the official real estate records of Orange County, Florida (“Records”) simultaneously herewith, and is insured by the United States Department of Housing and Urban Development (“HUD”).

WHEREAS, Borrower previously obtained financing from **[SunTrust Bank now known as Truist Bank]** (“Original Lender”) for the benefit of the Project, which loan is secured by a Multifamily Mortgage, Assignment of Leases and Rents and Security Agreement (Florida) (the “Security Instrument”) dated as of December 1, 2019 and recorded in the Records on December 3, 2019 as Book 9490, pages 1153-1199, as assigned from the Original Lender to the Lender by Assignment of Multifamily Mortgage, Assignment of Leases and Rents and Security Agreement dated July 16, 2020 and recorded in the Records on December 7, 2020 as Book 9780, pages 1342-1344, and as amended by Release Assumption and Modification Agreement among the Borrower, San Jose Associates, Ltd., a Florida limited partnership as seller of the Project, Lender and HUD dated as of _____ 1, 2025 and is insured by HUD.

WHEREAS, Borrower has received tax exempt bond financing from the Issuer, which Authority is requiring certain restrictions be recorded against the Project.

WHEREAS, HUD requires as a condition of its insuring Lender’s financing of the Project that the Authority and Trustee agree to the terms in this Rider.

WHEREAS, the Issuer and Trustee have agreed to subordinate the LURA in all respects to the lien of the Mortgage Loan and have agreed to the terms of this Rider.

NOW, THEREFORE, in consideration of the foregoing and for other consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereby agree as follows:

1. The foregoing recitals are hereby incorporated by reference as if fully set forth herein.

2. In the event of any conflict between any provision contained elsewhere in the LURA and any provision contained in this Rider, the provisions contained in this Rider shall govern and be controlling in all respects as set forth more fully herein.

3. The following terms shall have the following definitions:

“Code” means the Internal Revenue Code of 1986, as amended.

“HUD” means the United States Department of Housing and Urban Development.

“HUD Regulatory Agreements” means, collectively, (i) the Original Lender Regulatory Agreement and (ii) the New Lender Regulatory Agreement.

“Lender” means the New Lender.

“Mortgage Loan” means, collectively, the mortgage loans made by Original Lender and the New Lender, respectively, to the Borrower pursuant to the Mortgage Loan Documents with respect to the Project.

“Mortgage Loan Documents” means the Security Instruments, the HUD Regulatory Agreements and all other documents required by HUD or Lender in connection with the Mortgage Loans.

“National Housing Act” means the National Housing Act of 1934, as amended.

“New Lender” means Grandbridge Real Estate Capital LLC, a North Carolina limited liability company, its successors and assigns.

“Original Lender” means **[SunTrust Bank now known as Truist Bank]**, its successors and assigns.

“Program Obligations” has the meaning set forth in the Security Instruments.

“Residual Receipts” has the meaning specified in the Program Obligations.

“Security Instruments” means, collectively, the Security Instrument and the Supplemental Security Instrument, as each is defined in the recitals hereto.

“Surplus Cash” has the meaning specified in the HUD Regulatory Agreement.

4. Notwithstanding anything in the LURA to the contrary, to the extent applicable, the provisions of the LURA are expressly subordinate to (a) the Mortgage Loan Documents including without limitation, the Security Instruments, and; and (b) Program Obligations (the Mortgage Loan Documents and Program Obligations are collectively referred to herein as the “HUD Requirements”). Borrower covenants that it will not take or permit any action that would result in a violation of the Code, HUD Requirements or LURA. In the event of any conflict between the provisions of the LURA and the provisions of the HUD Requirements, HUD shall be and remains entitled to enforce the HUD Requirements. Notwithstanding the foregoing, nothing herein limits

the Issuer's ability to enforce the terms of the LURA, provided such terms do not conflict with statutory provisions of the National Housing Act or the regulations related thereto. The Borrower represents and warrants that to the best of Borrower's knowledge the LURA impose no terms or requirements that conflict with the National Housing Act and related regulations.

5. In the event of foreclosure, or deed in lieu of foreclosure, the LURA (including without limitation, any and all land use covenants and/or restrictions contained therein) shall automatically terminate, with the exception of the requirements of 26 U.S.C. 42(h)(6)(E)(ii) above, to the extent applicable, or as otherwise approved by HUD; provided, however, that notwithstanding any provision in this Agreement, the LURA or the Mortgage Loan Documents to the contrary, the preceding provisions of this sentence shall cease to apply and the restrictions contained in the LURA shall be automatically reinstated if, at any time subsequent to such foreclosure or transfer by deed in lieu of foreclosure, the Owner or any related person (within the meaning of Section 1.103-10(e) of the Treasury Regulations) obtains an ownership interest in the Project for federal tax purposes.

6. Borrower, Authority and Trustee acknowledge that Borrower's failure to comply with the covenants provided in the LURA does not and shall not serve as a basis for default under the HUD Requirements, unless a default also arises under the HUD Requirements.

7. Except for the Issuer's reporting requirement, in enforcing the LURA the Issuer and Trustee will not file any claim against the Project, the Mortgage Loan proceeds, any reserve or deposit required by HUD in connection with the Security Instruments or HUD Regulatory Agreement, or the rents or other income from the property other than a claim against:

- i. Available surplus cash, if the Borrower is a for-profit entity;
- ii. Available distributions of surplus cash and residual receipts authorized for release by HUD, if the Borrower is a limited distribution entity; or
- iii. Available residual receipts authorized by HUD, if the Borrower is a non-profit entity.

8. For so long as the Mortgage Loan is outstanding, Borrower and Authority shall not further amend the LURA, with the exception of clerical errors or administrative correction of non-substantive matters, without HUD's prior written consent.

9. Subject to the HUD Regulatory Agreement, the Issuer may require the Borrower to indemnify and hold the Issuer harmless from all loss, cost, damage and expense arising from any claim or proceeding instituted against Authority relating to the subordination and covenants set forth in the LURA; provided, however, that Borrower's obligation to indemnify and hold the Issuer harmless shall be limited to available surplus cash and/or residual receipts of the Borrower.

10. No action shall be taken in accordance with the rights granted herein to preserve the tax exemption of the interest on the notes or bonds, or prohibiting the Borrower from taking any action that might jeopardize the tax-exemption except in strict accord with Program Obligations.

SECTION D

SECTION 1

EXHIBIT D-1

MULTIFAMILY PROMISSORY NOTE

FORM OF PROMISSORY NOTE

PROMISSORY NOTE

(San Jose Apartments)

Principal Amount - [\$27,500,000]

Maturity Date: _____, 202__

Dated Date: _____, 202__

FOR VALUE RECEIVED, the undersigned (“Borrower”) promises to pay to the order of the **OSCEOLA COUNTY HOUSING FINANCE AUTHORITY** (the “Issuer”), a public body corporate and politic organized and existing under the laws of the State of Florida, its successor and assigns, including but not limited to **THE BANK OF NEW YORK MELLON TRUST COMPANY, N.A.**, a national banking association, as Trustee (“the Trustee”), the principal sum of **[TWENTY SEVEN MILLION FIVE HUNDRED THOUSAND AND NO/100 DOLLARS (\$27,500,000)]**, with interest on the unpaid principal balance from time to time outstanding at the annual rate of ____% and all other fees, expenses and payments as set forth in the Loan Agreement (as herein defined) and the Bond Documents (collectively, the “Transaction Documents”), the terms of which documents are incorporated herein by reference. Terms not otherwise defined in this Promissory Note (the “Note”) shall have the respective meanings as set forth in the Trust Indenture dated as of _____ 1, 2025, between the Issuer and the Trustee (the “Indenture”) and the Loan Agreement between the Issuer and the Borrower dated as of _____ 1, 2025 (the “Loan Agreement”).

The Borrower shall make principal and interest payments, in amounts necessary to pay the principal, interest, premium, if any on the Bonds when due whether by maturity, acceleration, tender, redemption or otherwise.

All payments hereunder shall be paid (a) in lawful money of the United States of America, (b) in funds which shall be immediately available on such payment due date, (c) prior to 3:00 p.m. on such payment due date, and (d) to the Trustee or its agent at its Trust Office or such other place as the Trustee or a successor trustee may designate in writing to the Issuer and the Borrower. If amounts due hereunder are not paid when due, the unpaid balance shall continue to bear interest from such due date until the date of payment.

This Note is subject to all of the terms, conditions and provisions of the Transaction Documents, including, without limitation, those respecting prepayment and the acceleration of maturity and defaults. The outstanding principal hereof is subject to acceleration as provided in Article VII of the Loan Agreement.

This Note is made pursuant to the Loan Agreement wherein, among other things, the Issuer has agreed to loan to the Borrower and the Borrower has agreed to take a loan in the principal amount above, being the proceeds from the sale of those certain **[\$27,500,000]** Osceola County Housing Finance Authority Multifamily Housing Revenue Bonds, 2025 Series __ (San Jose Apartments) (the “Bonds”), said proceeds to be disbursed to the Borrower in accordance with the provisions of the Transaction Documents. The Bonds are being issued by the Issuer pursuant to the Indenture.

At the option of the Issuer or the Trustee, exercised in accordance with the Indenture, the entire principal balance and accrued interest owing hereon shall at once become due and payable without notice or demand upon the occurrence at any time of any of the events (collectively, the “Events of Default”) set forth in the Loan Agreement or the Transaction Documents as defaults or Events of Default, after the passage of any applicable grace or cure period provided therein. Further, the Issuer or the Trustee may take whatever action at law or in equity may appear necessary or desirable to collect the amounts then due and thereafter to become due, or to enforce performance and observance of any obligation or covenant of the Borrower under this Note or the other Transaction Documents.

The Issuer’s or the Trustee’s failure to exercise the option to accelerate the maturity of this Note upon the happening of any one or more of the Events of Default shall not constitute a waiver of the right of the Issuer or the Trustee to exercise the same or any other option at that time with respect to such Event of Default or any other default hereunder or under any instrument securing, governing, guaranteeing or evidencing the loan evidenced by this Note (the “Loan”). The remedies provided in this Note in any other documents or instrument securing, governing, guaranteeing or evidencing the Loan, shall be cumulative and concurrent and may be pursued separately, successively or together as often as occasion therefor shall arise, at the direction of the Issuer. The acceptance by the holder hereof of any payment under this Note which is less than the payment in full of all amounts due and payable at the time of such payment shall not (i) constitute a waiver of or impair, reduce, release or extinguish any remedy or right to exercise the foregoing option or any other option granted to the holder or any other party in this Note, or under any other instrument securing, governing, guaranteeing or evidencing the loan evidenced hereby at that time or at any subsequent time, or nullify any prior exercise of any such option, or (ii) impair, reduce, release, extinguish or adversely affect the obligations of any party liable under such documents as originally provided therein.

The Borrower waives demand, presentment, notice of dishonor, notice of intention to accelerate the indebtedness evidenced hereby, notice of the acceleration of the maturity hereof, diligence in collecting, grace, notice (except as set forth in the Loan Agreement) and protest, and agrees to one or more extensions for any period or periods of time and to partial payments, before or after maturity, without prejudice to the holder of this Note.

If this Note is not paid when due, whether at maturity or by acceleration, or if, after the occurrence of a default or an Event of Default, this Note is placed with an attorney for collection, whether before or after maturity, the Borrower agrees to pay all reasonable costs of collection, including, but not limited to, reasonable legal fees and expenses incurred by or on behalf of the holder hereof.

The proceeds of this Note are to be used for business, commercial, investment or other similar purposes, and no portion thereof will be applied for personal, family or household use.

All agreements between the Borrower and the holder hereof, whether now existing or hereafter arising, and whether written or oral, are hereby limited so that in no event shall the interest payable hereunder (whether contracted for, charged or received by the holder hereof) exceed the maximum amount permissible under applicable law. If, from any circumstances whatsoever, interest would otherwise be payable to the holder hereof in excess of the maximum

lawful amount, the interest payable to the holder hereof shall be reduced to the maximum amount permitted under applicable law; and if from any circumstance the holder hereof shall ever receive anything of value deemed interest by applicable law in excess of the maximum lawful amount, an amount equal to any such excessive interest shall be applied to the reduction of the principal hereof and not to the payment of interest, or if such excessive interest exceeds the unpaid balance of principal hereof such excess shall be refunded to the Borrower. All interest paid or agreed to be paid to the holder hereof still, to the extent permitted by applicable law, be amortized, prorated, allocated arid throughout the full period until payment in full of the principal (including the period of any renewal or extension hereof) so that the interest hereon for such full period shall not exceed the maximum amount permitted by applicable law. This paragraph shall control all agreements between the Borrower and the holder hereof.

The characterization of the obligations of the Borrower hereunder as recourse, limited recourse or non-recourse shall be governed by Section 9.03 of the Loan Agreement, which Section is hereby incorporated herein, and shall be subject to the terms thereof.

The Borrower hereby acknowledges pursuant to the Loan Agreement, the Issuer is assigning to the Trustee all of the Issuer's right, title and interest in and to this Note.

All notices, demands, other communications required or permitted to be given by the Issuer to the Borrower pursuant to this Note shall be given in accordance with Section 9.02 of the Loan Agreement. The Investor Limited Partner of the Borrower shall have the right, but not the obligation, to cure any default of Borrower hereunder and the Issuer shall accept such as if tendered by Borrower.

The Borrower agrees that any controversy arising under or in relation to this Note shall be litigated exclusively in Seminole County, Florida (the "Property Jurisdiction"). The state and federal courts and authorities with jurisdiction in the Property Jurisdiction shall have exclusive jurisdiction over all controversies, which shall arise under or in relation to this Note. The Borrower irrevocably consents to service, jurisdiction, and venue of such courts for any such litigation and waives any other venue to which it might be entitled by virtue of domicile, habitual residence or otherwise.

THE BORROWER AND THE ISSUER EACH (A) AGREES NOT TO ELECT A TRIAL BY JURY WITH RESPECT TO ANY ISSUE ARISING OUT OF THIS NOTE OR THE RELATIONSHIP BETWEEN THE PARTIES, AS THE ISSUER AND THE BORROWER, THAT IS TRIABLE OF RIGHT BY A JURY AND (B) WAIVES ANY RIGHT TO TRIAL BY JURY WITH RESPECT TO SUCH ISSUE TO THE EXTENT THAT ANY SUCH RIGHT EXISTS NOW OR IN THE FUTURE. THIS WAIVER OF RIGHT TO TRIAL BY JURY IS SEPARATELY GIVEN BY EACH PARTY, KNOWINGLY AND VOLUNTARILY WITH THE BENEFIT OF COMPETENT LEGAL COUNSEL.

The provisions of this Note and the Transaction Documents shall be binding on the successors and assigns of the Borrower, including, but not limited to, any receiver, trustee, representative or other person appointed under foreign or domestic bankruptcy, receivership or similar proceedings of the Borrower, and any person having an interest in the Borrower.

If any provision of this Note shall be invalid, illegal, or unenforceable, the validity, legality and enforceability of the remaining portions shall not in any way be affected or impaired. In case any covenant, stipulation, obligation of the Borrower contained in this Note shall for any reason be held to be in violation of law, then such covenant, stipulation, obligation or agreement shall be deemed to be the covenant, stipulation, obligation or agreement of the Borrower to the full extent permitted by law.

THIS NOTE SHALL BE CONSTRUED IN ACCORDANCE WITH THE LAWS OF THE STATE OF FLORIDA AND THE LAWS OF THE UNITED STATES APPLICABLE TO TRANSACTIONS IN THE STATE OF FLORIDA.

[SIGNATURE PAGES TO FOLLOW]

**SIGNATURE PAGE TO
PROMISSORY NOTE
(San Jose Apartments)**

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

SAN JOSE PRESERVATION, LTD., a Florida
limited liability company

By: **SAN JOSE PRESERVATION GP LLC**, a
Delaware limited liability company, its
general partner

By: _____
Russell Condas
Vice President

**ENDORSEMENT TO
BORROWER PROMISSORY NOTE
(San Jose Apartments)**

Pay to the order of:

THE BANK OF NEW YORK MELLON TRUST COMPANY, N.A., a national banking association, as Trustee, without recourse.

ATTEST:

**OSCEOLA COUNTY HOUSING
FINANCE AUTHORITY**

By: _____
George S. Flint, Assistant Secretary

By: _____
Duane Owen, Chair

Dated as of _____, 2025

SECTION 2

EXHIBIT D-2

SUBORDINATE PROMISSORY NOTE

NOTWITHSTANDING ANYTHING CONTAINED IN THE SUBORDINATE LOAN AGREEMENT OR THIS SUBORDINATE NOTE TO THE CONTRARY, THIS SUBORDINATE NOTE MAY BE TRANSFERRED ONLY IN FULL UPON DELIVERY BY THE TRANSFEREE OF AN EXECUTED CERTIFICATE IN THE FORM ATTACHED TO THE SUBORDINATE LOAN AGREEMENT AS EXHIBIT B. THIS SUBORDINATE NOTE HAS NOT BEEN, AND WILL NOT BE, REGISTERED UNDER ANY FEDERAL OR STATE SECURITIES LAWS, MUST BE HELD FOR INVESTMENT PURPOSES ONLY, AND MAY BE TRANSFERRED ONLY IF AN EXEMPTION FROM REGISTRATION IS AVAILABLE.

**OSCEOLA COUNTY HOUSING FINANCE AUTHORITY
SUBORDINATE MULTIFAMILY HOUSING REVENUE NOTE,
2025 SERIES ____
(SAN JOSE APARTMENTS)**

Dated: _____, 2025

No. R-1

[\$8,000,000]

The Osceola County Housing Finance Authority (the “Issuer”), a public body corporate and politic created and existing under and by virtue of the laws of the State of Florida (the “State”), for value received, hereby promises to pay, but solely from the sources and in the manner hereinafter provided, Royal Abstract Intermediary LLC (the “Qualified Intermediary”), as qualified intermediary under Exchange No. **[55591]** on behalf of [San Jose Apartments LLC, a Florida limited liability company] duly organized and existing under the laws of the State of Delaware (the “Subordinate Lender”), or registered assigns, the maximum principal sum of **[Eight]** Million and 00/100 Dollars (**[\$8,000,000]**), and to pay to the registered owner hereof from such sources interest on the outstanding and unpaid balance of this Subordinate Note (the “Principal Balance”) from the date hereof until such principal sum is paid, at the rate of **[____ percent (____%) per annum]**, simple interest, accruing from the Effective Date defined below. All payments shall be applied first to accrued but unpaid interest on the unpaid Principal Balance and next to the Principal Balance.

This Subordinate Multifamily Housing Revenue Note, 2025 Series ____ (San Jose Apartments) (the “Subordinate Note”) was issued by the Issuer for the purpose of providing purchase money financing for San Jose Preservation, Ltd., a limited partnership duly organized and existing under the laws of the State of Florida (the “Borrower”), in connection with the acquisition, rehabilitation, installation and equipping of a 121-unit multifamily rental housing facility project to be occupied by persons of low, middle or moderate income and related personal property and equipment, and located in the City of Winter Park, Seminole County, Florida (collectively, the “Project”). The Borrower is obligated to repay all amounts due under this Subordinate Note pursuant to a Subordinate Loan Agreement, dated as of _____ 1, 2025 (the “Subordinate Loan Agreement”).

This Subordinate Note shall be repaid from Available Net Cash Flow, as hereafter defined (except for (i) the payment on the Maturity Date under clause (b) which shall be made regardless

of the availability of Available Net Cash Flow, and (ii) any early repayment, including in both cases all accrued and unpaid interest to such date), as follows:

(a) on or before _____ 1 of each year beginning _____ 1, 202__ (each an “Interest and Principal Payment Date”), from Available Net Cash Flow, all accrued but unpaid interest due on the Subordinate Note through and including December 31 of the prior calendar year (or from _____, 202__ (the “Effective Date”) through _____, 202__ for the first payment due _____, 202__) (including any and all accrued but unpaid interest due on all previously accrued but unpaid interest), such amount to be applied to the payment of all such accrued but unpaid interest and the remainder to the then outstanding Principal Balance of this Subordinate Note; and

(b) on _____ 1, 202__ or upon an earlier acceleration of the payment, in full, of the then outstanding Principal Balance of this Subordinate Note plus the accrued but unpaid interest thereon pursuant to the terms of this Subordinate Note, the Subordinate Loan Agreement, or any other document relating to the loan that this Subordinate Note represents (the “Maturity Date”), regardless of whether there has been sufficient Available Net Cash Flow, the amount that is necessary to pay the then outstanding Principal Balance of this Subordinate Note plus any and all accrued but unpaid interest thereon on such date (including any and all accrued but unpaid interest due on all previously accrued but unpaid interest).

To the extent Available Net Cash Flow is not sufficient to pay all interest owing under Section 2(a) above, the interest not paid shall compound on the Interest and Principal Payment Date. All payments due hereunder shall be made solely from Available Net Cash Flow (except for the payment due on the Maturity Date) for the calendar year that precedes the applicable Interest and Principal Payment Date (e.g., the payment of Available Net Cash Flow to be made (i) on _____ 1, 202__ will be based on Available Net Cash Flow, if any, for the period beginning on the date of issuance of this Subordinate Note and ending on _____ 31, 202__, and (ii) on _____ 1, 202__ and subsequent Interest and Principal Payment Dates will be based on Available Net Cash Flow, if any, for the period beginning on _____ 1 of the immediately preceding calendar year, through _____ 31 of such year. Except for the payment due on the Maturity Date, the obligation to make payments is subject to the availability of Available Net Cash Flow, and it shall not be an event of default under this Subordinate Note or the Subordinate Loan Agreement to the extent that failure to make a payment is due to lack of Available Net Cash Flow. Subject to the preceding sentence, in the event the Issuer shall fail to make any payment as required by this Subordinate Note, the payment not made shall continue as an obligation until the amount not paid shall have been fully paid, and the Issuer agrees to pay the same with interest thereon at the rate that is set forth in the following sentence for the period from and including the date that the payment was due to but excluding the date that the Subordinate Lender receives the payment. To the extent permitted by law, interest on any overdue payment required hereby shall be paid at the rate of interest per annum equal to the sum of (i) the rate of interest per annum then-payable on this Subordinate Note plus (ii) **[four percent (4.0%).]**

This Subordinate Note shall also be payable from Capital Transaction Proceeds, if any.

Within 180 days of the date of this Note, Subordinate Lender shall assign this Note to **[San Jose Apartments LLC, a Florida limited liability company.]**

For purposes of this Subordinate Note, “Available Net Cash Flow”, “Capital Transaction Proceeds” and “Subordinate Loan” shall each be as defined in the Subordinate Loan Agreement.

Principal and interest shall be paid to the registered owner hereof in lawful money of the United States as provided in the Subordinate Loan Agreement, at its registered address.

This Subordinate Note is a special limited obligation of the Issuer issued pursuant to the Act and pursuant to the Authorizing Resolution of the Issuer adopted on **[September 17, 2024.]** This Subordinate Note shall not constitute a charge, lien or encumbrance, legal or equitable, upon any property of the Issuer (except for the interests of the Issuer in the Subordinate Loan Agreement, which, with certain exceptions, are assigned to the Subordinate Lender); no owner of this Subordinate Note shall ever have the right to compel the exercise of the taxing power of the Issuer to pay this Subordinate Note or the interest hereon, nor to enforce payment hereof against any property of the Issuer (except for the interests of the Issuer in the Subordinate Loan Agreement assigned to the Subordinate Lender); and this Subordinate Note does not constitute an indebtedness of the Issuer within the meaning of any constitutional or statutory limitation.

This Subordinate Note is payable solely from the Subordinate Loan Repayments (as defined in the Subordinate Loan Agreement) payable by the Borrower under the Subordinate Loan Agreement, pursuant to which the Borrower has agreed to make payments sufficient to provide for the payment of the Principal Balance hereof and all interest thereon, which payments are pledged to the payment hereof.

Pursuant to an Assignment of Subordinate Mortgage and Subordinate Loan Documents, of even date herewith, the Issuer has assigned its interests in the Subordinate Loan Agreement (except its rights to indemnity, limitation of liability, payment of the Issuer Fee and repayment of expenses and advances under Sections 5.2, 7.1, 8.4, 9.9 and 9.10 thereof) to the Subordinate Lender. This Subordinate Note is secured by the Subordinate Loan Agreement, the Assignment of Subordinate Mortgage and Subordinate Loan Documents and the Subordinate Mortgage described in the Subordinate Loan Agreement. Reference is hereby made to such documents and resolution for a description and limitation of the revenues and funds pledged and appropriated to the payment of this Subordinate Note, the nature and extent of the security thereby created, the rights of the registered owner of this Subordinate Note, and the rights, immunities and obligations of the Issuer hereunder and thereunder.

This Subordinate Note may be prepaid, in whole or in part, at any time, without premium or penalty, upon corresponding prepayment by the Borrower of the Subordinate Loan. Any partial prepayment shall be applied first to any and all accrued but unpaid interest and then to the then outstanding Principal Balance.

Notice of any such prepayment shall be given by the Borrower to the registered owner of this Subordinate Note by first class mail, addressed to it at its registered address, as set forth in the registration records maintained by the Issuer, not less than thirty (30) days prior to the date fixed for prepayment. At the date fixed for prepayment, funds shall be paid, upon the presentation and surrender hereof, to the registered owner hereof, sufficient to pay this Subordinate Note, or the principal amount hereof to be prepaid and all accrued but unpaid interest hereon. Upon the

happening of the above conditions, the principal portion of this Subordinate Note thus called and prepaid shall not bear interest after the date specified for prepayment.

Subject to the legend on the face of this Subordinate Note and the transfer restrictions set forth in the Subordinate Loan Agreement, this Subordinate Note is transferable pursuant to entries duly made in the registration records maintained by the Registrar, as bond registrar, by the registered owner hereof in person or by his duly authorized attorney.

In case an Event of Default, as defined in the Subordinate Loan Agreement, occurs and is continuing after the expiration of any cure period, this Subordinate Note and the Subordinate Loan Repayments thereafter to become due under the Subordinate Loan Agreement may become immediately due and payable, in the manner and with the effect and subject to the conditions provided in the Subordinate Loan Agreement. The registered owner of this Subordinate Note shall have the right to enforce the provisions of the Authorizing Resolution, the Subordinate Loan Agreement, the Assignment of Mortgage and Loan Documents, and the Mortgage, but only following the surrender of this Subordinate Note to the Issuer for cancellation as paid in full.

The right of the holder of this Subordinate Note to payment of any of the indebtedness evidenced hereby is and will at all times be subordinate to the right of the Issuer, its successors and assigns, under the Senior Loan Note, as defined in the Subordinate Loan Agreement, to payment in full of the indebtedness evidenced by the Senior Loan Note. This subordination is pursuant to, and in accordance with, the Subordination Agreement dated as of _____ 1, 2025 among The Bank of New York Mellon Trust Company, N.A., as trustee for the Senior Loan Note and the initial holder of this Subordinate Note, its successors and assigns.

To the extent allowed by law, the Issuer hereby waives presentment, demand for payment, and notice of dishonor. The terms and provisions of the Authorizing Resolution, the Subordinate Loan Agreement, the Assignment of Mortgage and Loan Documents, and the Mortgage, or of any instrument supplemental to any of them, may be modified or altered pursuant to the terms of the Subordinate Loan Agreement.

It is hereby certified and recited and the Issuer has found that the financing of the Project constitutes a “housing development” as defined in the Act; that the issuance of this Subordinate Note and the Project promote the public welfare and carry out the purposes of the Act; and that all acts, conditions and things required to be done precedent to and in the issuance of this Subordinate Note have been properly done, have happened and have been performed in regular and due time, form and manner as required by law.

The Borrower’s obligations with respect hereto are subject to the nonrecourse provisions of Section 9.10 of the Subordinate Loan Agreement.

Required HUD Language in Subordinate Note. All capitalized terms not defined herein shall have the definitions given in the HUD Subordination Agreement and the Senior Trust Indenture. As long as HUD is the insurer or holder of the Senior Note on FHA Project Nos. 067-11314 / 067-10011, the following provisions (“HUD Provisions”) shall be in full force and effect:

(1) any payments due under the Subordinate Note shall be payable only (i) from permissible distributions from Surplus Cash of the Project; but in no event greater than seventy-five percent (75%) of the total amount of Surplus Cash; or (ii) from monies received from Non-Project Sources. In no event may payments due under all subordinate debt of Borrower cumulatively exceed 75% of available Surplus Cash. The restriction on payment imposed by this paragraph shall not excuse any default caused by the failure of the Borrower to pay the indebtedness evidenced by the Subordinate Note;

(2) no prepayment of the Subordinate Note shall be made until after final endorsement by HUD of the New Lender Borrower Note, unless such prepayment is made from Non-Project Sources and is approved in writing by HUD.

(3) this Subordinate Note is non-negotiable and may not be sold, transferred, assigned, or pledged by the Subordinate Lender except with the prior written approval of HUD;

(4) interest on the Subordinate Note shall not be compounded as long as HUD is the insurer or holder of the New Lender Borrower Note;

(5) Borrower hereby waives presentment, demand, protest and notice of demand, protest and nonpayment of this Subordinate Note;

(6) the terms and provisions of this Subordinate Note are also for the benefit of and are enforceable by HUD against any party hereto, their successors and assigns. This Subordinate Note may not be modified or amended without the written consent of HUD; and

(7) in the event of any conflict between the terms of the Subordinate Note and the HUD Provisions, the terms of the HUD Provisions shall control.

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK]

IN WITNESS WHEREOF, the Osceola County Housing Finance Authority has caused this Subordinate Note to be signed in its behalf by the manual signatures of its duly authorized officers as of the date and year first listed above.

**OSCEOLA COUNTY HOUSING FINANCE
AUTHORITY**

By: _____
Duane Owen, Chair

(SEAL)

ATTEST:

By: _____
George S. Flint, Assistant Secretary

ASSIGNMENT

FOR VALUE RECEIVED, the undersigned hereby sells, assigns and transfers unto

(Please Print or Typewrite Name and Address of Transferee)

The Osceola County Housing Finance Authority Subordinate Multifamily Housing Revenue Note, 2025 Series ____ (San Jose Apartments) and does hereby irrevocably constitute and appoint _____ to transfer the Subordinate Note on the books kept for registration thereof with full power of substitution in the premises.

Dated: _____

Registered Subordinate Owner

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

PROVISIONS AS TO REGISTRATION

The ownership of the unpaid Principal Balance of this Subordinate Note and the interest accruing thereon is registered on the books of the Osceola County Housing Finance Authority in the name of the holder last noted below.

Date of Registration	Name and Address Registered Subordinate Owner	Signature of Registrar
_____, 2025	Royal Abstract Intermediary LLC as qualified intermediary under Exchange No. [55591] on behalf of [San Jose Apartments LLC, a Florida limited liability company] [Address]	_____

SECTION E

EXHIBIT E
ARBITRAGE REBATE AGREEMENT

ARBITRAGE REBATE AGREEMENT

This **ARBITRAGE REBATE AGREEMENT** (the “Agreement”) dated as of _____ 1, 2025, is by and among the Osceola County Housing Finance Authority (the “Authority”), and San Jose Preservation, Ltd., a Florida limited partnership (the “Borrower”), and The Bank of New York Mellon Trust Company, N.A., as trustee (the “Trustee”), pursuant to that certain Trust Indenture dated as of _____ 1, 2025 (the “Indenture”) between the Authority and the Trustee.

W I T N E S S E T H:

WHEREAS, the Authority has issued its Osceola County Housing Finance Authority Multifamily Housing Revenue Bonds, 2025 Series ____ (San Jose Apartments), in the principal amount of [\$27,500,000] (the “Bonds”); and

WHEREAS, in order to ensure that the Bonds will comply with the Code and the Regulations (as defined below), the Authority, the Borrower and the Trustee agree as follows:

ARTICLE I

DEFINITIONS

Section 101. Terms not otherwise defined in Section 102 hereof shall have the meanings given to them in the Arbitrage Certificate of the Authority delivered in connection with the issuance of the Bonds.

Section 102. The following terms shall have the following meanings:

Bond Counsel’s Opinion shall mean an opinion signed by an attorney or firm of attorneys of nationally recognized standing in the field of law relating to municipal bonds selected by the Authority.

Bond Year shall mean the one-year period beginning on the day after the expiration of the preceding Bond Year. The first Bond Year shall begin on the date of issue of the Bonds and shall end on the date one calendar year later. The last Bond Year shall end on the date of retirement of the last Bond.

Bond Yield shall mean the discount rate that produces a present value as of the first day of any Computation Period equal to the Issue Price of all payments of principal, interest and fees for qualified guarantees within the meaning of Regulations section 1.148-4(f) attributable to the Computation Period as determined under Regulations section 1.148-4(c).

Code shall mean the Internal Revenue Code of 1986, as amended, and any successor provisions thereto.

Computation Date shall mean the Maturity Date or the earlier date upon which all of the Bonds have been redeemed or defeased. After the first required payment date, the Borrower must consistently treat the last day of each Bond Year as the Computation Date.

Computation Period shall mean the period between Computation Dates. The first Computation Period begins on the date of issue of the Bonds and ends on the first Computation Date. Subsequent Computation Periods begin on the date immediately following the Computation Date and end on the next Computation Date.

Gross Proceeds shall mean:

(a) any amounts actually or constructively received by the Authority from the sale of the Bonds but excluding amounts used to pay accrued interest on the Bonds within one year of the date of issuance of the Bonds;

(b) transferred proceeds of the Bonds under Regulations section 1.148-9;

(c) any amounts actually or constructively received from investing amounts described in (a), (b) or this (c); and

(d) replacement proceeds of the Bonds within the meaning of Regulations section 1.148-1(c). Replacement proceeds include amounts reasonably expected to be used directly or indirectly to pay debt service on the Bonds, pledged amounts where there is reasonable assurance that such amounts will be available to pay principal or interest on the Bonds in the event the Authority encounters financial difficulties and other replacement proceeds within the meaning of Regulations section 1.148-1(c)(4).

Whether an amount is Gross Proceeds is determined without regard to whether the amount is held in any fund or account established under the Indenture or Loan Agreement.

Investment Property shall mean any security, obligation (other than a tax-exempt bond within the meaning of Code section 148(b)(3)(A)), annuity contract or investment-type property within the meaning of Regulations section 1.148-1(b).

Issue Price is **[\$27,500,000]** for the first Computation Period, which is the aggregate of the purchase price of the Bonds by the public (as defined in Regulations section 1.148-1(f)) at which price a substantial amount of the Bonds was sold to the public. For subsequent Computation Periods, Issue Price shall be the deemed “issue price” as determined under Regulations section 1.148-4(c)(2)(iv).

Nonpurpose Investment shall mean any Investment Property acquired with Gross Proceeds of an issue, and which is not acquired to carry out the governmental purposes of the Bonds (as defined under Section 148(f)(6) of the Code).

Payment shall mean any payment within the meaning of Regulations section 1.148-3(d)(1) with respect to a Nonpurpose Investment.

Rebate Requirement shall mean as of the last day of any Computation Period the excess of the future value of all Receipts over the future value of all Payments. For purposes of calculating the Rebate Requirement, the Bond Yield shall be used to determine the future value of Receipts and Payments in accordance with Regulations section 1.148-3(c).

Receipt shall mean any receipt within the meaning of Regulations section 1.148-3(d)(2) with respect to a Nonpurpose Investment.

Regulations shall mean the sections 1.148-1 through 1.148-6 and section 1.150-1 of the regulations of the United States Department of the Treasury promulgated under the Code, including any amendments thereto or successor regulations.

Yield shall mean the discount rate that, when used in computing the present value as of the date the Nonpurpose Investment is first allocated to the Bonds of all unconditionally payable receipts from the Nonpurpose Investment, produces an amount equal to the present value of all unconditionally payable payments for the Nonpurpose Investment, using semi-annual compounding on the basis of a 360-day year. The purchase price of a Nonpurpose Investment is the amount of Gross Proceeds directly used to purchase the investment (including brokerage commissions and other qualified administrative costs within the meaning of Regulations section 1.148-5(e)(2)) or, if not so directly purchased, its value (as determined under Regulations section 1.148-5(d)) on the date it becomes a Nonpurpose Investment. The yield on a NonPurpose Investment shall take into account any Yield Reduction Payment to be made in accordance with Regulations section 1.148-5(c).

Yield Reduction Payment shall mean any amount paid to the United States in accordance with Regulations section 1.148-5(c), including any Payment.

ARTICLE II

REBATE PAYMENTS

Section 201. Prior to each Computation Date, the Borrower shall cause the Rebate Requirement and any Yield Reduction Payment to be calculated and the Borrower shall pay to the Trustee for deposit in the Rebate Fund established under the Indenture the amount by which the Rebate Requirement (and, if required, the Yield Reduction Payment) exceeds the amount on deposit in the Rebate Fund. The Borrower shall direct the Trustee in writing to pay to the United States of America out of amounts held in the Rebate Fund:

(a) not later than 60 days after the end of the third Bond Year and every fifth Bond Year thereafter, an amount which, when added to the future value of all previous rebate payments with respect to the Bonds (determined as of the last day of such Bond Year), is equal to at least 90% of the Rebate Requirement (determined as of the last day of such Bond Year) and any additional amount of Yield Reduction Payment required; and

(b) not later than 60 days after the retirement of the last Bond, an amount equal to 100% of the Rebate Requirement (determined as of the date of retirement of the last Bond) and any additional amount of Yield Reduction Payment required.

If the Trustee does not hold sufficient amounts in the Rebate Fund to make such payments, the Borrower shall transfer to the Trustee the amount of any such deficiency. Each payment required to be made under this Section shall be filed by the Trustee, at the written direction of the Borrower, with the Internal Revenue Service Center, Ogden, Utah 84201, on or before the date

such payment is due, and shall be accompanied by a completed IRS Form 8038-T furnished to the Trustee by the Borrower.

ARTICLE III

INVESTMENTS

Section 301. No Nonpurpose Investment shall be acquired for an amount in excess of its fair market value. No Nonpurpose Investment shall be sold or otherwise disposed of for an amount less than its fair market value.

Section 302. For purposes of Section 301, whether a Nonpurpose Investment has been purchased or sold or disposed of for its fair market value shall be determined as follows:

(a) The fair market value of a Nonpurpose Investment generally shall be the price at which a willing buyer would purchase the Nonpurpose Investment from a willing seller in a bona fide arm's length transaction. Fair market value shall be determined on the date on which a contract to purchase or sell the Nonpurpose Investment becomes binding.

(b) Except as provided in Section 303 and 304, a Nonpurpose Investment that is not of a type traded on an established securities market, within the meaning of Code section 1273, is rebuttably presumed to be acquired or disposed of for a price that is not equal to its fair market value.

(c) If a United States Treasury obligation is acquired directly from or sold or disposed of directly to the United States Treasury, such acquisition or sale or disposition shall be treated as establishing the fair market value of the obligation.

Section 303. The purchase price of a certificate of deposit that has a fixed interest rate, a fixed payment schedule and a substantial penalty for early withdrawal is considered to be its fair market value if the yield on the certificate of deposit is not less than:

(a) the yield on reasonably comparable direct obligations of the United States; and

(b) the highest yield that is published or posted by the provider to be currently available from the provider on reasonably comparable certificates of deposit offered to the public.

Section 304. A guaranteed investment contract shall be considered acquired and disposed of for an amount equal to its fair market value if:

(a) A bona fide solicitation in writing for a specified guaranteed investment contract, including all material terms, is timely forwarded to all potential providers. The solicitation must include a statement that the submission of a bid is a representation that the potential provider did not consult with any other potential provider about its bid, that the bid was determined without regard to any other formal or informal agreement that the potential provider has with the Authority or any other person (whether or not in connection with the Bonds), and that the bid is not being submitted solely as a courtesy to the Authority or any other person for purposes of satisfying Treas. Reg. §1.148-5(d)(6)(iii)(B)(1) or (2).

(b) All potential providers have an equal opportunity to bid, with no potential provider having the opportunity to review other bids before providing a bid.

(c) At least three reasonably competitive providers (i.e. having an established industry reputation as a competitive provider of the type of investments being purchased) are solicited for bids. At least three bids must be received from providers that have no material financial interest in the Bonds (e.g., a lead underwriter within 15 days of the issue date of the Bonds or a financial advisor with respect to the investment) and at least one of such three bids must be from a reasonably competitive provider. If the Authority or Trustee uses an agent to conduct the bidding, the agent may not bid.

(d) The highest-yielding guaranteed investment contract for which a qualifying bid is made (determined net of broker's fees) is purchased.

(e) The determination of the terms of the guaranteed investment contract takes into account as a significant factor the reasonably expected deposit and drawdown schedule for the amounts to be invested.

(f) The terms for the guaranteed investment contract are commercially reasonable (i.e., have a legitimate business purpose other than to increase the purchase price or reduce the yield of the guaranteed investment contract).

(g) The provider of the investment contract certifies the administrative costs (as defined in Regulations section 1.148-5(e)) that it pays (or expects to pay) to third parties in connection with the guaranteed investment contract.

(h) The Authority or Borrower retains, until three years after the last outstanding Bond is retired, (i) a copy of the guaranteed investment contract, (ii) a receipt or other record of the amount actually paid for the guaranteed investment contract, including any administrative costs paid by the Authority or Trustee and a copy of the provider's certification described in (g) above, (iii) the name of the person and entity submitting each bid, the time and date of the bid, and the bid results and (iv) the bid solicitation form and, if the terms of the guaranteed investment contract deviates from the bid solicitation form or a submitted bid is modified, a brief statement explaining the deviation and stating the purpose of the deviation.

ARTICLE IV

REMEDIAL ACTIONS

Section 401. The Authority hereby calls to the attention of the Borrower its internal requirement that the Borrower fulfill the Authority's required procedures (the most relevant portions of which are attached hereto as Exhibit A) regarding failure to use proceeds for exempt facilities, and the Authority and the Borrower hereby agree to abide by said procedures in connection with the Bonds.

ARTICLE V

FURTHER ASSURANCES

Section 501. The Borrower shall take, and shall direct the Trustee in writing to take, all necessary and desirable steps, as determined by the Borrower, to comply with the requirements hereunder in order to ensure that interest on the Bonds is excluded from gross income for federal income tax purposes under the Code; provided, however, compliance with any such requirement shall not be required in the event the Borrower and the Trustee receive a Bond Counsel's Opinion that either (i) compliance with such requirement is not required to maintain the exclusion from gross income of interest on the Bonds, or (ii) compliance with some other requirement will meet the requirements of the Code. In the event the Borrower and the Trustee receive such a Bond Counsel's Opinion, the parties agree to amend this Agreement to conform to the requirements set forth in such opinion.

Section 502. If for any reason any requirement hereunder is not complied with, the Borrower shall take, and shall direct the Trustee in writing to take, all necessary and desirable steps, as determined by the Borrower, to correct such noncompliance within a reasonable period of time after such noncompliance is discovered or should have been discovered with the exercise of reasonable diligence and the Trustee shall pay from amounts in the funds and accounts held under the Indenture, or if such amounts are insufficient the Borrower shall pay, any required interest or penalty under Regulations section 1.148-3(h).

Section 503. Notwithstanding anything else herein contained to the contrary, the Trustee's obligations hereunder shall be limited to (i) following the written directions of the Borrower as to the investment of funds held by the Trustee under the Indenture in specifically identified investments, (ii) making the deposits of funds provided by the Borrower into the Rebate Fund, and (iii) making the payments to the United States of America as directed by the Borrower pursuant to Article II hereof, and otherwise shall have no responsibility or liability for compliance with Section 148 of the Code or for monitoring compliance by the Borrower of any of the provision hereunder or under Section 148 of the Code.

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**SIGNATURE PAGE TO
ARBITRAGE REBATE AGREEMENT
(San Jose Apartments)**

IN WITNESS WHEREOF, the undersigned have set their hands and seals to this Arbitrage Rebate Agreement as of the day first above written.

**OSCEOLA COUNTY HOUSING FINANCE
AUTHORITY**

By: _____
Duane Owen, Chair

ATTEST:

By: _____
George S. Flint
Assistant Secretary

**SIGNATURE PAGE TO
ARBITRAGE REBATE AGREEMENT
(San Jose Apartments)**

**THE BANK OF NEW YORK MELLON TRUST
COMPANY, N.A., as Trustee**

By: _____

**SIGNATURE PAGE TO
ARBITRAGE REBATE AGREEMENT
(San Jose Apartments)**

SAN JOSE PRESERVATION, LTD., a Florida
limited partnership

By: **SAN JOSE PRESERVATION GP LLC**, a
Delaware limited liability company, its
general partner

By: _____
Russell Condas
Vice President

EXHIBIT A

REMEDIAL ACTION RULE WRITTEN PROCEDURES FOR EXEMPT FACILITY BONDS UNDER SECTION 142 OF THE CODE AND SECTION 1.142-2 OF THE REGULATIONS

(a) General Rule. If less than 95 percent of the net proceeds of an issue of exempt facility bonds are actually used to provide an exempt facility, and for no other purpose, the issue will be treated as meeting the use of proceeds requirement of Section 142(a) of the Code if the issue meets the conditions of paragraph (b) of this Exhibit A and the Authority takes the remedial action described in paragraph (c) of this Exhibit A.

(b) Reasonable Expectations Requirement. In order to take the remedial action described in paragraph (c) of this Exhibit A, the Authority must have reasonably expected (which in this case it did, reasonably based on the stated expectations of the Borrower) on the issue date of the issue of exempt facility bonds that 95 percent of the net proceeds of the issue would be used to provide an exempt facility and for no other purpose for the entire term of the bonds (disregarding any redemption provisions). To meet this condition, the amount of the issue must have been based upon reasonable estimates about the cost of the facility.

The requirement set forth in this paragraph (b) was satisfied at closing of the issue of the Bonds described in the Arbitrage and Rebate Agreement to which this Exhibit A is attached.

(c) Redemption or Defeasance.

(1) In General. The requirements of this paragraph (c) are met if all of the nonqualified portion of the Bonds (the “nonqualified bonds”) is redeemed on the earliest call date after the date on which the failure to properly use the proceeds occurs. Proceeds of tax-exempt Bonds (other than certain proceeds described in paragraph (d)(1) of this Exhibit A) must not be used for this purpose. If the Bonds are not redeemed within 90 days of the date on which a failure to properly use proceeds occurs, a defeasance escrow must be established for those Bonds within 90 days of that date.

(2) Notice of Defeasance. The Authority must provide written notice to the Commissioner of Internal Revenue of the establishment of a defeasance escrow within 90 days of the date the escrow is established.

(3) Special Limitation. The establishment of a defeasance escrow does not satisfy the requirements of this paragraph (c) if the period between the issue date of the Bonds and the first call date is more than ten and one half (10.5) years.

(4) Special Rule for Dispositions of Personal Property. For dispositions of personal property exclusively for cash, the requirements of this paragraph (c) are met if the Borrower expends the disposition proceeds within six (6) months of the date of the disposition to acquire replacement property for the same qualifying purpose as the project for which the Bonds were issued under Section 142 of the Code.

(5) Definition of Disposition Proceeds. Disposition proceeds means any amounts (including property, such as an agreement to provide services) derived from the sale, exchange, or other disposition of property (other than investments) financed with the proceeds of an issue of bonds (in this case, the Bonds).

(d) When a Failure to Properly Use Proceeds Occurs.

(1) Proceeds Not Spent. For net proceeds that are not yet spent, a failure to properly use proceeds occurs on the earlier of the date on which the Borrower reasonably determines that the financed facility will not be completed or the date on which the financed facility is placed in service.

(2) Proceeds Spent. To the extent the regulatory remedial action rules apply in this case, for net proceeds that are spent, a failure to properly use proceeds occurs on the date on which an action is taken that causes the proceeds of the Bonds not be used for the qualifying purpose for which the Bonds was issued.

(e) Nonqualified Bonds.

(1) Amount of Nonqualified Bonds. For purposes of this Exhibit A, the “nonqualified bonds” are a portion of the outstanding Bonds in an amount that, if the remaining Bonds were issued on the date on which the failure to properly use the proceeds occurs, at least 95 percent of the net proceeds of the remaining Bonds would be used to provide an exempt facility. If no proceeds have been spent to provide an exempt facility, all of the outstanding Bonds are nonqualified bonds.

(2) Allocation of Nonqualified Bonds. Allocations of nonqualified bonds must be made on a pro rata basis, except that the Authority may treat any portion of the Bonds as the nonqualified bonds so long as

(i) The remaining weighted average maturity of the issue of the Bonds, determined as of the date on which the nonqualified bonds are redeemed or defeased (determination date), and excluding from the determination the nonqualified bonds redeemed or defeased by the Authority to meet the requirements of paragraph (c) of this Exhibit A, is not greater than

(ii) The remaining weighted average maturity of the Bonds, determined as of the determination date, but without regard to the redemption or defeasance of any portion of the Bonds (including the nonqualified bonds) occurring on the determination date.

ARBITRAGE REBATE AGREEMENT

This **ARBITRAGE REBATE AGREEMENT** (the “Agreement”) dated as of _____ 1, 2025, is by and among the Osceola County Housing Finance Authority (the “Authority”), and San Jose Preservation, Ltd., a Florida limited partnership (the “Borrower”), and The Bank of New York Mellon Trust Company, N.A., as trustee (the “Trustee”), pursuant to that certain Trust Indenture dated as of _____ 1, 2025 (the “Indenture”) between the Authority and the Trustee.

W I T N E S S E T H:

WHEREAS, the Authority has issued its Osceola County Housing Finance Authority Subordinate Multifamily Housing Revenue Note, 2025 Series ____ (San Jose Apartments), in the principal amount of [\$8,000,000] (the “Note”); and

WHEREAS, in order to ensure that the Note will comply with the Code and the Regulations (as defined below), the Authority, the Borrower and the Trustee agree as follows:

ARTICLE I

DEFINITIONS

Section 101. Terms not otherwise defined in Section 102 hereof shall have the meanings given to them in the Arbitrage Certificate of the Authority delivered in connection with the issuance of the Note.

Section 102. The following terms shall have the following meanings:

Bond Counsel’s Opinion shall mean an opinion signed by an attorney or firm of attorneys of nationally recognized standing in the field of law relating to municipal bonds selected by the Authority.

Bond Year shall mean the one-year period beginning on the day after the expiration of the preceding Bond Year. The first Bond Year shall begin on the date of issue of the Note and shall end on the date one calendar year later. The last Bond Year shall end on the date of retirement of the last Note.

Code shall mean the Internal Revenue Code of 1986, as amended, and any successor provisions thereto.

Computation Date shall mean the Maturity Date or the earlier date upon which all of the Note have been redeemed or defeased. After the first required payment date, the Borrower must consistently treat the last day of each Bond Year as the Computation Date.

Computation Period shall mean the period between Computation Dates. The first Computation Period begins on the date of issue of the Note and ends on the first Computation Date. Subsequent Computation Periods begin on the date immediately following the Computation Date and end on the next Computation Date.

Gross Proceeds shall mean:

- (a) any amounts actually or constructively received by the Authority from the sale of the Note but excluding amounts used to pay accrued interest on the Note within one year of the date of issuance of the Note;
- (b) transferred proceeds of the Note under Regulations section 1.148-9;
- (c) any amounts actually or constructively received from investing amounts described in (a), (b) or this (c); and
- (d) replacement proceeds of the Note within the meaning of Regulations section 1.148-1(c). Replacement proceeds include amounts reasonably expected to be used directly or indirectly to pay debt service on the Note, pledged amounts where there is reasonable assurance that such amounts will be available to pay principal or interest on the Note in the event the Authority encounters financial difficulties and other replacement proceeds within the meaning of Regulations section 1.148-1(c)(4).

Whether an amount is Gross Proceeds is determined without regard to whether the amount is held in any fund or account established under the Indenture or Loan Agreement.

Investment Property shall mean any security, obligation (other than a tax-exempt bond within the meaning of Code section 148(b)(3)(A)), annuity contract or investment-type property within the meaning of Regulations section 1.148-1(b).

Issue Price is **[\$8,000,000]** Issue Price has been and shall be determined as provided in Regulations Section 1.148-1(f) and 1.1273-2 and 1.1274-2.

Nonpurpose Investment shall mean any Investment Property acquired with Gross Proceeds of an issue, and which is not acquired to carry out the governmental purposes of the Note (as defined under Section 148(f)(6) of the Code.

Note Yield is percent per annum as calculated based on the Payment Schedule attached to. Note Yield shall be recomputed if required by Regulations section 1.148-4(b)(4) or 4(h)(3). Note Yield shall mean the discount rate that produces a present value equal to the Issue Price of all unconditionally payable payments of principal, interest and fees for qualified guarantees within the meaning of Regulations section 1.148-4(f) and amounts reasonably expected to be paid as fees for qualified guarantees in connection with the Note as determined under Regulations section 1.148-4(b). The present value of all such payments shall be computed as of the date of issue of the Note and using semi-annual compounding on the basis of a 360-day year.

Payment shall mean any payment within the meaning of Regulations section 1.148-3(d)(1) with respect to a Nonpurpose Investment.

Rebate Requirement shall mean as of the last day of any Computation Period the excess of the future value of all Receipts over the future value of all Payments. For purposes of calculating the Rebate Requirement, the Bond Yield shall be used to determine the future value of Receipts and Payments in accordance with Regulations section 1.148-3(c).

Receipt shall mean any receipt within the meaning of Regulations section 1.148-3(d)(2) with respect to a Nonpurpose Investment.

Regulations shall mean the sections 1.148-1 through 1.148-6 and section 1.150-1 of the regulations of the United States Department of the Treasury promulgated under the Code, including any amendments thereto or successor regulations.

Yield shall mean the discount rate that, when used in computing the present value as of the date the Nonpurpose Investment is first allocated to the Note of all unconditionally payable receipts from the Nonpurpose Investment, produces an amount equal to the present value of all unconditionally payable payments for the Nonpurpose Investment, using semi-annual compounding on the basis of a 360-day year. The purchase price of a Nonpurpose Investment is the amount of Gross Proceeds directly used to purchase the investment (including brokerage commissions and other qualified administrative costs within the meaning of Regulations section 1.148-5(e)(2)) or, if not so directly purchased, its value (as determined under Regulations section 1.148-5(d)) on the date it becomes a Nonpurpose Investment. The yield on a NonPurpose Investment shall take into account any Yield Reduction Payment to be made in accordance with Regulations section 1.148-5(c).

Yield Reduction Payment shall mean any amount paid to the United States in accordance with Regulations section 1.148-5(c), including any Payment.

ARTICLE II

REBATE PAYMENTS

Section 201. Prior to each Computation Date, the Borrower shall cause the Rebate Requirement and any Yield Reduction Payment to be calculated and the Borrower shall pay to the Trustee for deposit in the Rebate Fund established under the Indenture the amount by which the Rebate Requirement (and, if required, the Yield Reduction Payment) exceeds the amount on deposit in the Rebate Fund. The Borrower shall direct the Trustee in writing to pay to the United States of America out of amounts held in the Rebate Fund:

(a) not later than 60 days after the end of the third Bond Year and every fifth Bond Year thereafter, an amount which, when added to the future value of all previous rebate payments with respect to the Note (determined as of the last day of such Bond Year), is equal to at least 90% of the Rebate Requirement (determined as of the last day of such Bond Year) and any additional amount of Yield Reduction Payment required; and

(b) not later than 60 days after the retirement of the last Bond, an amount equal to 100% of the Rebate Requirement (determined as of the date of retirement of the last Bond) and any additional amount of Yield Reduction Payment required.

If the Trustee does not hold sufficient amounts in the Rebate Fund to make such payments, the Borrower shall transfer to the Trustee the amount of any such deficiency. Each payment required to be made under this Section shall be filed by the Trustee, at the written direction of the Borrower, with the Internal Revenue Service Center, Ogden, Utah 84201, on or before the date

such payment is due, and shall be accompanied by a completed IRS Form 8038-T furnished to the Trustee by the Borrower.

ARTICLE III

INVESTMENTS

Section 301. No Nonpurpose Investment shall be acquired for an amount in excess of its fair market value. No Nonpurpose Investment shall be sold or otherwise disposed of for an amount less than its fair market value.

Section 302. For purposes of Section 301, whether a Nonpurpose Investment has been purchased or sold or disposed of for its fair market value shall be determined as follows:

(a) The fair market value of a Nonpurpose Investment generally shall be the price at which a willing buyer would purchase the Nonpurpose Investment from a willing seller in a bona fide arm's length transaction. Fair market value shall be determined on the date on which a contract to purchase or sell the Nonpurpose Investment becomes binding.

(b) Except as provided in Section 303 and 304, a Nonpurpose Investment that is not of a type traded on an established securities market, within the meaning of Code section 1273, is rebuttably presumed to be acquired or disposed of for a price that is not equal to its fair market value.

(c) If a United States Treasury obligation is acquired directly from or sold or disposed of directly to the United States Treasury, such acquisition or sale or disposition shall be treated as establishing the fair market value of the obligation.

Section 303. The purchase price of a certificate of deposit that has a fixed interest rate, a fixed payment schedule and a substantial penalty for early withdrawal is considered to be its fair market value if the yield on the certificate of deposit is not less than:

- (a) the yield on reasonably comparable direct obligations of the United States; and
- (b) the highest yield that is published or posted by the provider to be currently available from the provider on reasonably comparable certificates of deposit offered to the public.

Section 304. A guaranteed investment contract shall be considered acquired and disposed of for an amount equal to its fair market value if:

- (a) A bona fide solicitation in writing for a specified guaranteed investment contract, including all material terms, is timely forwarded to all potential providers. The solicitation must include a statement that the submission of a bid is a representation that the potential provider did not consult with any other potential provider about its bid, that the bid was determined without regard to any other formal or informal agreement that the potential provider has with the Authority or any other person (whether or not in connection with the Note), and that the bid is not being submitted solely as a courtesy to the Authority or any other person for purposes of satisfying Treas. Reg. §1.148-5(d)(6)(iii)(B)(1) or (2).

(b) All potential providers have an equal opportunity to bid, with no potential provider having the opportunity to review other bids before providing a bid.

(c) At least three reasonably competitive providers (i.e. having an established industry reputation as a competitive provider of the type of investments being purchased) are solicited for bids. At least three bids must be received from providers that have no material financial interest in the Note (e.g., a lead underwriter within 15 days of the issue date of the Note or a financial advisor with respect to the investment) and at least one of such three bids must be from a reasonably competitive provider. If the Authority or Trustee uses an agent to conduct the bidding, the agent may not bid.

(d) The highest-yielding guaranteed investment contract for which a qualifying bid is made (determined net of broker's fees) is purchased.

(e) The determination of the terms of the guaranteed investment contract takes into account as a significant factor the reasonably expected deposit and drawdown schedule for the amounts to be invested.

(f) The terms for the guaranteed investment contract are commercially reasonable (i.e., have a legitimate business purpose other than to increase the purchase price or reduce the yield of the guaranteed investment contract).

(g) The provider of the investment contract certifies the administrative costs (as defined in Regulations section 1.148-5(e)) that it pays (or expects to pay) to third parties in connection with the guaranteed investment contract.

(h) The Authority or Borrower retains, until three years after the last outstanding Bond is retired, (i) a copy of the guaranteed investment contract, (ii) a receipt or other record of the amount actually paid for the guaranteed investment contract, including any administrative costs paid by the Authority or Trustee and a copy of the provider's certification described in (g) above, (iii) the name of the person and entity submitting each bid, the time and date of the bid, and the bid results and (iv) the bid solicitation form and, if the terms of the guaranteed investment contract deviates from the bid solicitation form or a submitted bid is modified, a brief statement explaining the deviation and stating the purpose of the deviation.

ARTICLE IV

REMEDIAL ACTIONS

Section 401. The Authority hereby calls to the attention of the Borrower its internal requirement that the Borrower fulfill the Authority's required procedures (the most relevant portions of which are attached hereto as Exhibit A) regarding failure to use proceeds for exempt facilities, and the Authority and the Borrower hereby agree to abide by said procedures in connection with the Note.

ARTICLE V

FURTHER ASSURANCES

Section 501. The Borrower shall take, and shall direct the Trustee in writing to take, all necessary and desirable steps, as determined by the Borrower, to comply with the requirements hereunder in order to ensure that interest on the Note is excluded from gross income for federal income tax purposes under the Code; provided, however, compliance with any such requirement shall not be required in the event the Borrower and the Trustee receive a Bond Counsel's Opinion that either (i) compliance with such requirement is not required to maintain the exclusion from gross income of interest on the Note, or (ii) compliance with some other requirement will meet the requirements of the Code. In the event the Borrower and the Trustee receive such a Bond Counsel's Opinion, the parties agree to amend this Agreement to conform to the requirements set forth in such opinion.

Section 502. If for any reason any requirement hereunder is not complied with, the Borrower shall take, and shall direct the Trustee in writing to take, all necessary and desirable steps, as determined by the Borrower, to correct such noncompliance within a reasonable period of time after such noncompliance is discovered or should have been discovered with the exercise of reasonable diligence and the Trustee shall pay from amounts in the funds and accounts held under the Indenture, or if such amounts are insufficient the Borrower shall pay, any required interest or penalty under Regulations section 1.148-3(h).

Section 503. Notwithstanding anything else herein contained to the contrary, the Trustee's obligations hereunder shall be limited to (i) following the written directions of the Borrower as to the investment of funds held by the Trustee under the Indenture in specifically identified investments, (ii) making the deposits of funds provided by the Borrower into the Rebate Fund, and (iii) making the payments to the United States of America as directed by the Borrower pursuant to Article II hereof, and otherwise shall have no responsibility or liability for compliance with Section 148 of the Code or for monitoring compliance by the Borrower of any of the provision hereunder or under Section 148 of the Code.

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**SIGNATURE PAGE TO
ARBITRAGE REBATE AGREEMENT
(San Jose Apartments)**

IN WITNESS WHEREOF, the undersigned have set their hands and seals to this Arbitrage Rebate Agreement as of the day first above written.

**OSCEOLA COUNTY HOUSING FINANCE
AUTHORITY**

By: _____
Duane Owen, Chair

ATTEST:

By: _____
George S. Flint
Assistant Secretary

**SIGNATURE PAGE TO
ARBITRAGE REBATE AGREEMENT
(San Jose Apartments)**

**THE BANK OF NEW YORK MELLON TRUST
COMPANY, N.A., as Trustee**

By: _____

**SIGNATURE PAGE TO
ARBITRAGE REBATE AGREEMENT
(San Jose Apartments)**

SAN JOSE PRESERVATION, LTD., a Florida
limited partnership

By: **SAN JOSE PRESERVATION GP LLC**, a
Delaware limited liability company, its
general partner

By: _____
Russell Condas
Vice President

EXHIBIT A

REMEDIAL ACTION RULE WRITTEN PROCEDURES FOR EXEMPT FACILITY NOTE UNDER SECTION 142 OF THE CODE AND SECTION 1.142-2 OF THE REGULATIONS

(a) General Rule. If less than 95 percent of the net proceeds of an issue of exempt facility bonds are actually used to provide an exempt facility, and for no other purpose, the issue will be treated as meeting the use of proceeds requirement of Section 142(a) of the Code if the issue meets the conditions of paragraph (b) of this Exhibit A and the Authority takes the remedial action described in paragraph (c) of this Exhibit A.

(b) Reasonable Expectations Requirement. In order to take the remedial action described in paragraph (c) of this Exhibit A, the Authority must have reasonably expected (which in this case it did, reasonably based on the stated expectations of the Borrower) on the issue date of the issue of exempt facility bonds that 95 percent of the net proceeds of the issue would be used to provide an exempt facility and for no other purpose for the entire term of the bonds (disregarding any redemption provisions). To meet this condition, the amount of the issue must have been based upon reasonable estimates about the cost of the facility.

The requirement set forth in this paragraph (b) was satisfied at closing of the issue of the Authority Obligations described in the Arbitrage and Rebate Agreement to which this Exhibit A is attached.

(c) Redemption or Defeasance.

(1) In General. The requirements of this paragraph (c) are met if all of the nonqualified portion of the Authority Obligations (the “nonqualified bonds”) is redeemed on the earliest call date after the date on which the failure to properly use the proceeds occurs. Proceeds of tax-exempt bonds (other than certain proceeds described in paragraph (d)(1) of this Exhibit A) must not be used for this purpose. If the Authority Obligations are not redeemed within 90 days of the date on which a failure to properly use proceeds occurs, a defeasance escrow must be established for those Authority Obligations within 90 days of that date.

(2) Notice of Defeasance. The Authority must provide written notice to the Commissioner of Internal Revenue of the establishment of a defeasance escrow within 90 days of the date the escrow is established.

(3) Special Limitation. The establishment of a defeasance escrow does not satisfy the requirements of this paragraph (c) if the period between the issue date of the Authority Obligations and the first call date is more than ten and one half (10.5) years.

(4) Special Rule for Dispositions of Personal Property. For dispositions of personal property exclusively for cash, the requirements of this paragraph (c) are met if the Borrower expends the disposition proceeds within six (6) months of the date of the disposition to acquire replacement property for the same qualifying purpose as the project for which the Authority Obligations were issued under Section 142 of the Code.

(5) Definition of Disposition Proceeds. Disposition proceeds means any amounts (including property, such as an agreement to provide services) derived from the sale, exchange, or other disposition of property (other than investments) financed with the proceeds of an issue of bonds (in this case, the Authority Obligations).

(d) When a Failure to Properly Use Proceeds Occurs.

(1) Proceeds Not Spent. For net proceeds that are not yet spent, a failure to properly use proceeds occurs on the earlier of the date on which the Borrower reasonably determines that the financed facility will not be completed or the date on which the financed facility is placed in service.

(2) Proceeds Spent. To the extent the regulatory remedial action rules apply in this case, for net proceeds that are spent, a failure to properly use proceeds occurs on the date on which an action is taken that causes the proceeds of the Authority Obligations not be used for the qualifying purpose for which the Authority Obligations was issued.

(e) Nonqualified Bonds.

(1) Amount of Nonqualified Bonds. For purposes of this Exhibit A, the “nonqualified bonds” are a portion of the outstanding Authority Obligations in an amount that, if the remaining Authority Obligations were issued on the date on which the failure to properly use the proceeds occurs, at least 95 percent of the net proceeds of the remaining Authority Obligations would be used to provide an exempt facility. If no proceeds have been spent to provide an exempt facility, all of the outstanding Authority Obligations are nonqualified Authority Obligations.

(2) Allocation of Nonqualified Bonds. Allocations of nonqualified bonds must be made on a pro rata basis, except that the Authority may treat any portion of the Authority Obligations as the nonqualified bonds so long as

(i) The remaining weighted average maturity of the issue of the Authority Obligations, determined as of the date on which the nonqualified bonds are redeemed or defeased (determination date), and excluding from the determination the nonqualified bonds redeemed or defeased by the Authority to meet the requirements of paragraph (c) of this Exhibit A, is not greater than

(ii) The remaining weighted average maturity of the Authority Obligations, determined as of the determination date, but without regard to the redemption or defeasance of any portion of the Authority Obligations (including the nonqualified bonds) occurring on the determination date.

SECTION F

EXHIBIT F
ENVIRONMENTAL INDEMNITY

ENVIRONMENTAL INDEMNITY
San Jose Apartments

THIS ENVIRONMENTAL INDEMNITY (this “Indemnity”) is made and entered into as of _____ 1, 2025, jointly and severally, by SAN JOSE PRESERVATION, LTD., a Florida limited partnership (the “Borrower”), SAN JOSE PRESERVATION GP LLC, a Delaware limited liability company, LINCOLN AVENUE CAPITAL LLC, a Delaware limited liability company, SAN JOSE DEVELOPER LLC, a Delaware limited liability company, JEREMY BRONFMAN 2014 REVOCABLE TRUST and JEREMY S. BRONFMAN, individually (each individually, referred to as an “Indemnitor” and collectively as the “Indemnitors”), to and for the benefit of the OSCEOLA COUNTY HOUSING FINANCE AUTHORITY, a public body corporate and politic duly created, organized and existing under the laws of the State of Florida (the “Issuer”), its successors and assigns, including specifically THE BANK OF NEW YORK MELLON TRUST COMPANY, N.A., a national banking association duly organized and validly existing under the laws of the United States of America, as Trustee (together with its permitted successors and assigns, the “Trustee”), acting in its capacity as Trustee under the below-described Loan Agreement and Indenture.

RECITALS:

A. All capitalized terms in this Indemnity not otherwise defined herein shall have the meanings set forth in the Loan Agreement and/or the Indenture (as such terms are hereinafter defined); and

B. Pursuant to the Act, the Issuer and Borrower have entered into that certain Loan Agreement dated as of _____ 1, 2025 (the "Loan Agreement"), the terms of which are hereinafter incorporated by this reference, under which Issuer has agreed to make a loan in the original principal amount of TWENTY-SEVEN MILLION, FIVE HUNDRED THOUSAND, AND NO/100 DOLLARS (\$27,500,000) (the “Loan”) to Borrower for the acquisition, rehabilitation, installation and equipping of that certain 121-unit multifamily rental housing development and related personal property and equipment, located at 2353 Winter Woods Blvd., Winter Park, FL 32792 on land within Seminole County, Florida, the legal description for which is set forth in Exhibit "A" attached hereto and incorporated herein by this reference (the "Land"), known as San Jose Apartments (the "Property"), to be occupied or reserved for occupancy (at least partially) by individuals of low income within the meaning of Section 142(d) of the Internal Revenue Code of 1986, as amended, for the public purpose of assisting persons or families of low, moderate or middle income within the State to afford the cost of decent, safe and sanitary housing; and

C. In order to provide the funds with which to make the Loan to Borrower, Issuer has authorized the issuance of its \$27,500,000 Osceola County Housing Finance Authority Multifamily Housing Revenue Bonds, 2025 Series B (San Jose Apartments) (the “Bonds”) pursuant to a Trust Indenture dated as of _____ 1, 2025, by and between Issuer and the Trustee (the "Indenture"), the terms of which are incorporated herein by this reference; and

D. To assure continued compliance with the Code and the Act, the Issuer, the Borrower and the Trustee have executed a Land Use Restriction Agreement dated as of _____ 1,

2025 (the "Land Use Restriction Agreement"), the terms of which are incorporated herein by this reference, setting forth certain terms and conditions relating to the acquisition of the Land and the rehabilitation and operation of the Property and which sets forth various other covenants and agreements that run with the land on which the Property is located, and the Borrower has entered into a Compliance Monitoring Agreement (the "Compliance Monitoring Agreement") among the Issuer, the Trustee and SELTZER MANAGEMENT GROUP, INC., a Florida corporation (the "Issuer Servicer" or the "Compliance Monitoring Agent"), to provide for the proper compliance servicing for the Land Use Restriction Agreement, and the terms thereof and of the Compliance Monitoring Agreement are incorporated herein by this reference.

E. Concurrently herewith the Borrower is executing the Note, the Lender Disbursement Agreement, the other financing documents, and all other agreements, guarantees, indemnities and documents related to the Loan and Bonds (the "Loan Documents").

F. Issuer has required the execution and delivery of this Indemnity as a condition precedent to Issuer's making of the Loan, and Issuer would not be willing to make the Loan in the absence of the execution and delivery by the Indemnitors of this Indemnity.

NOW, THEREFORE, for and in consideration of the premises and as part of the consideration for Issuer's Loan to Borrower, the Indemnitors, as an inducement to Issuer to make the Loan, hereby covenant and agree to and for the benefit of Issuer, and its successors and assigns, including specifically the Trustee, as follows:

1. Recitals. The recitals set forth above are true and correct and are by this reference incorporated herein.

2. Hazardous Substances. As used in this Indemnity, the term "Hazardous Substances" means any hazardous or toxic substances materials or wastes, which are, have been, or become regulated under any applicable local, state or federal law including, but not limited to each and every element, compound, chemical mixture, contaminant, pollutant, material, waste or other substance which is defined, determined or identified as hazardous or toxic under any Environmental Law, including without limitation, asbestos, asbestos-containing materials, polychlorinated biphenyls, urea foam formaldehyde insulation, radon and lead-based paint, and those substances, materials, and wastes listed in the United States Department of Transportation Table (49 CFR 172.101) or by the Environmental Protection Agency as hazardous substances (40 CFR Part 302) and amendments thereto, and such substances, materials and wastes such as (i) petroleum and petroleum products, (ii) asbestos containing materials, (iii) polychlorinated biphenyls, (iv) "hazardous substances" as designated pursuant to Section 311 of the Clean Water Act, 33 U.S.C. Section 1251 et seq. (33 U.S.C. Section 1321) or listed pursuant to Section 307 of the Clean Water Act (33 U.S.C. Section 1317), (v) substances defined as a "hazardous waste" pursuant to Section 1004 of the Resource Conservation and Recovery Act, 42 U.S.C. Section 6901 et seq. (42 U.S.C. Section 6903), (vi) defined as a "hazardous substance" pursuant to Section 101 of the Comprehensive Environmental Response, Compensation and Liability Act, 42 U.S.C. Section 9601 et seq. (42 U.S.C. Section 9601), (vii) defined as "pollutants" under the Florida "Pollutant Discharge Prevention and Control Act", Ch. 376, Florida Statutes, or (viii) fungus, molds or similar agents related to indoor air quality. The term "Environmental Laws" shall mean and include each and every federal, state or local statute, regulation or ordinance or any judicial or administrative

decree, policy, guidance or decision, whether now existing or hereafter enacted, promulgated or issued, governing or relating to the protection of the environment, natural resources and human health and safety, with respect to any Hazardous Substances, Environmentally Sensitive Areas (as hereinafter defined), drinking water, groundwater, wetlands, landfills, open dumps, storage tanks, underground storage tanks, solid waste, waste water, storm water run-off, waste emissions, wells or radon.

3. Compliance with Laws and Regulations and Certification. The Indemnitors hereby represent, warrant, covenant and agree to and with Issuer, to the best of their knowledge, that all operations or activities upon, or any use or occupancy of the Property, or any portion thereof, by the Borrower, the Indemnitors, or, to Borrower's knowledge, by any tenant or other occupant of the Property, or any portion thereof, is presently and shall throughout the term of the Loan be in compliance with all state, federal and local laws and regulations governing or in any way relating to the generation, handling, manufacturing, treatment, storage, use, transportation, spillage, leakage, dumping, discharge or disposal (whether legal or illegal, accidental or intentional) of any Hazardous Substances; and that Indemnitors have not at any time engaged in or permitted, nor has any employee of the Indemnitors, or to Indemnitors' knowledge and except as disclosed in any environmental audit or report furnished to the Issuer, the receipt of which has been acknowledged by the Issuer, any predecessor in title to the Borrower, or to Borrower's knowledge any tenant or occupant of the Property or any portion thereof, engaged in or permitted any dumping, discharge, disposal, spillage or leakage (whether legal or illegal, accidental or intentional) of such Hazardous Substances, at, on, in or about the Property, or any portion thereof, or on adjacent or other properties. The Indemnitors further represent and warrant to Issuer that they have not received any summons, citation, complaint, inspection report, letter or other communication, whether written or verbal, from any agency or department of any government or any other third party, concerning the presence on the Property of any Hazardous Substances, and that should any such summons, citation, complaint, inspection report, letter or other communication be received in the future, the Indemnitors shall immediately notify Issuer of the fact and content thereof. In the event it is determined that any action must be taken with regard to the presence, whether past, present or future, of any such Hazardous Substances on the Property, the Indemnitors covenant and agree to take all such action necessary to bring the Property into compliance with all applicable laws, regardless of whether or not the Indemnitors caused said matters. The Indemnitors acknowledge that Issuer is relying on the representations and covenants contained in this paragraph in making the Loan secured by the Loan Documents.

4. Indemnity. The Indemnitors, jointly and severally, agree to indemnify, protect, defend (with counsel reasonably approved by Issuer) and hold Issuer, and the directors, officers, members, employees and agents of Issuer, their successors and assigns, including, but not limited to, the Trustee (which parties shall be included in the term "Issuer" as used herein), harmless from any claims (including, without limitation, third party claims for personal injury, real or personal property damage, or any other damages), actions, administrative proceedings (including informal proceedings), judgments, damages, punitive damages, penalties, fines, costs, liabilities (including sums paid in settlements of claims), interest or losses including reasonable attorneys' and paralegals' fees and expenses (including any such fees and expenses incurred in enforcing this Indemnity or collecting any sums due hereunder), reasonable consultant fees and expert fees, together with all other costs and expenses of any kind or nature which are incurred in favor of third

parties (collectively, the "Costs") that arise directly or indirectly from or in connection with the presence, suspected presence, release or suspected release of any Hazardous Substance in or into the air, soil, surface water, groundwater or soil vapor at, on, about, under or within the Property, or any portion thereof, or that has migrated from the Property to adjacent or nearby properties unless the same is caused by one or more indemnitees or while one or more of the indemnitees are in control of the Property. The indemnification provided in this paragraph shall specifically apply to and include claims or actions related to Hazardous Substances brought by or on behalf of employees of the Indemnitors related to Hazardous Substances, and the Indemnitors hereby expressly waive any immunity between the Indemnitors and Issuer (or other Indemnitee) to which the Indemnitors may otherwise be entitled under any industrial, worker's compensation or other laws. In the event Issuer or any other Indemnitee shall suffer or incur any such Costs, the Indemnitors shall pay to Issuer or any other Indemnitee the total of all such Costs suffered or incurred by it upon demand therefor unless caused by the negligence or misconduct of the indemnified party or its agents or employees, or unless caused after the Issuer or other Indemnitee has taken possession of the Property. Without limiting the generality of the foregoing, the indemnification provided by this Paragraph 4 shall specifically cover Costs, including capital, operating and maintenance costs, incurred in connection with any investigation, assessment or monitoring of site conditions, any clean-up, containment, remedial, removal or restoration work, including the restoration of natural resource damage, required or performed by any federal, state or local governmental agency or political subdivision or performed by any nongovernmental or other entity or person because of or related to the presence, suspected presence, release or suspected release of any Hazardous Substance in or into the air, soil, groundwater, surface water or soil vapor at, on, about, under or within the Property (or any portion thereof) or that has migrated from the Property to adjacent or nearby properties, and any claims of third parties for loss or damage due such Hazardous Substance. In addition, the indemnification provided by this Paragraph 4 shall include, without limitation, all loss or damage sustained by Issuer or any third party claiming by or through the Issuer due to any Hazardous Substance (i) that is present or suspected to be present in the air, soil, groundwater, surface water or soil vapor at, on, about, under or within the Property (or any portion thereof) on or before the date of this Indemnity, or (ii) that migrates, flows, percolates, diffuses or in any way moves onto, into or under the air, soil, groundwater, surface water or soil vapor at, on, about, under or within the Property (or any portion thereof) or affects adjacent or nearby properties, after the date of this Indemnity, irrespective of whether such Hazardous Substance shall be present or suspected to be present in the air, soil, groundwater, surface water or soil vapor at, on, about, under or within the Property (or any portion thereof) as a result of any release, discharge, disposal, dumping, spilling, or leaking (accidental or otherwise) onto the Property (or any portion thereof) occurring before, on or after the date of this Indemnity or caused by any person or entity other than the Indemnitees.

5. Environmental Audit/Report. At the request of Issuer, if Issuer has reasonable cause to believe the Property may have been affected by a Hazardous Substance, the Indemnitors shall obtain at their own expense an environmental audit/report (the "Report") on the Property under the following conditions:

(a) The Report shall be prepared by a third party provider and include a scope of work reasonably acceptable to Issuer. Said third party provider shall be experienced in providing environmental audits/reports in the area where the Property is located. The Report shall be signed

and sealed by a consulting engineer or other environmental professional licensed to perform such work in the State of Florida.

(b) The Report shall disclose any and all hazardous substance and waste conditions involving the Property as well as any other hazardous substance or waste matters about which Issuer may request that a Report be furnished.

(c) The cost for the Report shall be paid for by the Indemnitors.

(d) The Report may be required from time to time by Issuer, and the fact that such a report has not been required from time to time by Issuer shall not constitute a waiver as to the right of Issuer hereunder to require that said Reports be furnished from time to time.

In the event the Report should disclose any Hazardous Substance located on the Property or otherwise recommend any actions to be taken in regard to any Hazardous Substance, the Indemnitors shall promptly, at their expense, perform appropriate assessment and remedial actions necessary to remove said Hazardous Substance and comply with such recommendations and applicable laws and regulations.

6. Remedial Work. In the event any investigation, assessment or monitoring of site conditions or any clean-up, containment, restoration, removal or other remedial work (collectively, the "Remedial Work") is required under any applicable federal, state or local law or regulation, by any judicial order, or by any governmental entity, or in order to comply with any agreements affecting the Property because of, or in connection with, any occurrence or event described in Paragraph 4 above, or as the result of findings of a report or audit produced pursuant to Paragraph 5 above or other notice to the Borrower or Issuer, the Indemnitors shall perform or cause to be performed the Remedial Work in compliance with such law, regulation, order or agreement; provided, however, that the Indemnitors may withhold such compliance pursuant to a good faith dispute regarding the application, interpretation or validity of the law, regulation, order, or agreement, subject to the requirements of Paragraph 7 below. All Remedial Work shall be performed by one or more contractors, selected by the Indemnitors and approved in advance in writing by Issuer, and under the supervision of a consulting engineer or other environmental professional licensed to perform such work in the State, selected by the Indemnitors and approved in advance in writing by Issuer. All costs and expenses of such Remedial Work shall be paid by the Indemnitors including, without limitation, the reasonable charges of such contractor(s) and/or the consulting engineer or other environmental professional licensed to perform such work in the State, and Issuer's or other Indemnities reasonable legal fees and costs incurred in connection with monitoring or review of such Remedial Work. In the event the Indemnitors shall fail to timely commence, or cause to be commenced, or fail to diligently prosecute to completion, such Remedial Work, Issuer may, but shall not be required to, cause such Remedial Work to be performed after notice to Indemnitors, and all costs and expenses thereof or incurred in connection therewith, shall be Costs within the meaning of Paragraph 4 above. All such Costs shall be due and payable by the Indemnitors upon demand therefor by Issuer.

7. Contest of Remedial Work. Notwithstanding any provision of this Indemnity to the contrary, the Indemnitors will be permitted to contest or cause to be contested, subject to

compliance with the requirements of this paragraph, by appropriate action any Remedial Work requirement, and Issuer shall not perform such requirement on its behalf, so long as no “Event of Default” has occurred is continuing under the Mortgage or any other Loan Documents, and the Indemnitors have given Issuer written notice that the Indemnitors are contesting or shall contest or cause to be contested the same, and the Indemnitors actually contest or cause to be contested the application, interpretation or validity of the governmental law, regulation, order or agreement pertaining to the Remedial Work by appropriate proceedings conducted in good faith and with due diligence; provided, however, such contest shall not subject Issuer or any assignee of its interest (including any person having a participation interest or beneficial interest) in the Loan or the Loan Documents to civil liability and does not jeopardize any such party's lien upon or interest in the Property or affect in any way the payment of any sums to be paid under the Loan. The Indemnitors shall give such security or assurances as may be reasonably required by Issuer to insure compliance with the legal requirements pertaining to the Remedial Work (and payment of all costs, expenses, interest and penalties in connection therewith) and to prevent any sale, forfeiture or loss by reason of such nonpayment or noncompliance.

8. Subrogation of Indemnity Rights. If the Indemnitors fail to perform under Paragraph 4 above, Issuer shall be subrogated to any rights the Indemnitors may have under any indemnifications from any present, future or former owners, tenants or other occupants or users of the Property (or any portion thereof), relating to the matters covered by this Indemnity.

9. Assignment by Issuer. No consent by the Indemnitors shall be required for any assignment or reassignment of the rights of Issuer hereunder to Trustee or to one or more purchasers of the Loan, the Loan Documents or the Property, or any portion thereof.

10. Merger, Consolidation or Sale of Assets. In the event of a disposition of all or substantially all the assets of the Indemnitors to one or more persons or other entities or the merger or consolidation of the Indemnitors with another entity, the surviving entity or transferee of assets, as the case may be, shall (i) be formed and existing under the laws of a state, district or commonwealth of the United States of America, and (ii) deliver to Issuer an acknowledged instrument in recordable form assuming all obligations, covenants and responsibilities of the Indemnitors under this Indemnity. The dissolution of the Indemnitors shall not relieve current or future shareholders, officers, directors, partners, managers, members or beneficiaries of the Indemnitors from the obligations and liabilities of the Indemnitors hereunder.

11. Independent Obligations; Survival. Notwithstanding anything to the contrary contained in any of the Loan Documents, including, without limitation, the Bond or the Mortgage, the obligations of the Indemnitors under this Indemnity shall survive the consummation of the Loan transaction described above, the repayment of the Loan and the Bonds, and any assumption of the Loan by a successor to the Indemnitors (whether or not the assumption was approved or disapproved or whether or not the Borrower was released from liability on the Loan) and reconveyance of the Property or foreclosure of the Lender Mortgages; provided, however, that such liability shall be limited by the repayment and satisfaction of the Note, Lender Mortgages and other Loan Documents if and to the extent the Borrower contemporaneously with such repayment and satisfaction furnishes Issuer with an environmental assessment report acceptable to Issuer reflecting that the Property is not in violation of Hazardous Substances Laws and any illegal

dumping, spillage, discharge, disposal or leakage of any Hazardous Substances which has occurred on the Property during the term of the Loan has been removed to Issuer's reasonable satisfaction; and provided further that Indemnitors shall not be liable by way of indemnification or otherwise with respect to Hazardous Substances as provided herein if the Property becomes contaminated subsequent to Issuer's acquisition of title to the Property by foreclosure of the Lender Mortgages or acceptance of a deed in lieu thereof or subsequent to any transfer of title to all (but not less than all) of the Property by means of a transfer approved by Issuer pursuant to the Lender Mortgages, provided that such transferee assumes in writing all obligations of Borrower with respect to Hazardous Substances pursuant to the Lender Mortgages and further provided that the obligations of the Borrower hereunder shall run to the Issuer and its successors and assigns but shall not run with the land. The obligations of the Indemnitors under this Indemnity are separate and distinct from the obligations of the Borrower and/or the Indemnitors, as applicable, under the Loan Documents. This Indemnity may be enforced by Issuer without regard to any other rights and remedies Issuer may have against any of the Indemnitors under the Loan Documents and without regard to any limitations on Issuer's recourse as may be provided in the Loan Documents. Enforcement of this Indemnity shall not be deemed to constitute an action for recovery of the indebtedness of the Loan nor for recovery of a deficiency judgment against the Borrower and/or the Indemnitors following foreclosure of one or both of the Lender Mortgages, if any. The Borrower and/or the Indemnitors expressly and specifically agree that a separate action or actions may be brought and prosecuted against the Indemnitors hereunder, whether or not action is brought against the Borrower and/or the Indemnitors under the Loan Documents.

12. Default Interest. Any Costs and other payments required to be paid by the Indemnitors to Issuer under this Indemnity which are not paid within ten (10) days of the sending of written demand therefor shall thereupon be considered "Delinquent". In addition to all other rights and remedies of Issuer against the Indemnitors as provided herein, or under applicable law, the Indemnitors shall pay to Issuer, immediately upon demand therefor, Default Interest (as defined below) as to any such payments which are or have become Delinquent. Default Interest shall be paid by the Indemnitors from the date such payment becomes Delinquent through and including the date of payment of such Delinquent sums. As used herein, "Default Interest" shall be the lesser of (i) the maximum rate of interest permitted by applicable law or (ii) eighteen percent (18%) per annum.

13. Counterparts. This Indemnity may be executed in one or more counterparts, each of which shall be deemed an original. Said counterparts shall constitute but one and the same instrument and shall be binding upon each Indemnitor as fully and completely as if all had signed but one instrument. The joint and several liability of the Indemnitors shall be unaffected by failure of any Indemnitor to execute any or all of the counterparts.

14. Notices. All notices and other communications to be made or permitted to be made hereunder shall be in writing and shall be delivered to the addresses shown below or to such other addresses that the parties may provide to one another in accordance herewith. Such notices and other communications shall be given by any of the following means: (a) personal service; or (b) national express air courier, provided such courier maintains written verification of actual delivery. Any notice or other communication given by the means described in subsection (a) or (b) above

shall be deemed effective upon the date of receipt or the date of refusal to accept delivery by the party to whom such notice or other communication has been sent.

Issuer: Osceola County Housing Finance Authority
c/o Governmental Management Services – Central Florida, LLC
219 East Livingston Street
Orlando, Florida 32801
Attention: George Flint
Email: gflint@gmscfl.com
Telephone: 407-841-5524

with a copy to: Latham, Luna, Eden & Beaudine, LLP
201 South Orange Avenue, Suite 1400
Orlando, Florida 32801
Attention: Jan A. Carpenter, Esq.
Email: Jcarpenter@lathamluna.com
Telephone: (407) 481-5800

Indemnitors: San Jose Preservation, Ltd.
San Jose Preservation GP LLC
Lincoln Avenue Capital LLC
San Jose Developer LLC
Jeremy Bronfman 2014 Revocable Trust
Jeremy Bronfman
c/o Lincoln Avenue Capital
401 Wilshire Blvd., Suite 1070
Santa Monica, CA 90401
Attention: Russell Condas
Email: rcondas@linconavecap.com
Attention: Hanna Jamar, Esq.
Email: Hanna@lincolnavecap.com

with a copy to: Nelson Mullins Riley & Scarborough LLP
390 N. Orange Avenue, Suite 1400
Orlando, FL 32801
Attention: Randy Alligood, Esq.
Email: randy.alligood@nelsonmullins.com
Telephone: (407) 669-4202

with a copy to: Cohen & Liuzzo, PLLC
169 Madison Ave., Suite 15054
New York, NY 10016
Attention: Eleor Cohen, Esq.
Email: ecohen@cohenliuzzo.com
[Telephone: \(347\) 886-4118](tel:(347)886-4118)

with a copy to: Stearns Weaver Miller Alhadeff & Sitterson, P.A.
150 W. Flagler Street
Miami, FL 33130
Attention: Brian McDonough, Esq.
Email: bmcdonough@stearnsweaver.com
Telephone: (305) 789-4107

Trustee: The Bank of New York Mellon Trust Company, N.A.
Attention: Corporate Trust Department
4655 Salisbury Road, Suite 300
Jacksonville, Florida 32256
Attention: Lori Cardey
Email: Lori.Cardey@bnymellon.com
Telephone: (904) 645-1982

with a copy to: Akerman LLP
50 N. Laura Street, Suite 3100
Jacksonville, Florida 3202
Attention: Tim Bramwell, Esq.
Telephone: (904) 598-8633
Email: Tim.bramwell@akerman.com

Notwithstanding the foregoing, notice by email shall be ineffective as notice under this Indemnity and the Land Use Restriction Agreement. Any party may change said address by giving the other parties hereto written notice of such change of address in accordance with the foregoing provisions.

14. Amendments in Writing. No provision of this Indemnity may be changed, waived, discharged or terminated orally, by telephone or by any other means except by an instrument in writing signed by the party against whom enforcement of the change, waiver, discharge or termination is sought.

15. Choice of Law. This Indemnity shall be governed by and construed in accordance with the laws of the State of Florida.

16. Jurisdiction. The Indemnitors hereby acknowledge and agree that, in the event legal action is instituted to collect any amounts due Issuer or the Trustee or their respective successors or assigns, or to otherwise enforce this Indemnity, the Borrower and each Indemnitor consent to and by execution hereof submit to the jurisdiction of any state court sitting in or for Osceola County, Florida.

17. Miscellaneous.

(a) If there shall be more than one Indemnitor, each Indemnitor agrees that (i) the obligations of the Indemnitor hereunder are joint and several, (ii) a release of any one or more of the Indemnitors or any limitation of this Indemnity in favor of or for the benefit of one or more of the Indemnitors shall not in any way be deemed a release of or limitation in favor of or for the benefit of any other Indemnitors, and (iii) a separate action hereunder may be brought and

prosecuted against one or more of the Indemnitors. A failure to provide indemnification upon demand shall entitle Issuer to pursue the next Indemnitor in order to obtain the indemnification described herein. Issuer does not have to exhaust all or any legal avenues in order to seek indemnification from the next Indemnitor in order.

(b) No delay or omission in exercising any right hereunder shall operate as a waiver of such right or any other right.

(c) This Indemnity shall be binding upon, inure to the benefit of and be enforceable by the Indemnitors and Issuer, and their respective successors and assigns, including (without limitation) any assignee or purchaser of all or any portion of Issuer's interest in the Loan, the Loan Documents or the Property.

(d) Paragraph headings used herein are for convenience only and shall not be construed as controlling the scope of any provision hereof.

(e) As used herein, the neuter gender shall include the masculine and the feminine genders, and vice versa, as the case may be, and the singular includes the plural, and the plural includes the singular, as the context demands.

(f) Time is of the essence in this Indemnity.

(g) Each paragraph, provision, sentence and part thereof of this Indemnity shall be deemed separate from each other paragraph, provision, sentence or part thereof and the invalidity or unenforceability for any reason or to any extent, of any such portion of this Indemnity shall not affect the enforceability of the remaining portions of this Indemnity, or of any other Loan Document, or the application of such paragraph, provision, sentence or part thereof to other, dissimilar facts or circumstances.

(h) The provisions of this Indemnity are in addition to, and shall in no way limit the representations and indemnities given pursuant to the Financing Agreements and any Loan Documents.

(i) This Indemnity shall not run with the land and shall be personal to Issuer and its successors and assigns.

18. Legal Fees. The Indemnitors agree to pay all costs of collection and/or enforcement against Indemnitors under this Indemnity including reasonable legal fees whether or not suit is brought, and whether incurred in connection with collection, trial, appeal, bankruptcy or other creditors' proceeding or otherwise.

19. WAIVER OF JURY TRIAL. THE INDEMNITORS HEREBY, AND THE ISSUER BY ITS ACCEPTANCE OF THIS INDEMNITY, KNOWINGLY, VOLUNTARILY AND INTENTIONALLY WAIVE THE RIGHT EITHER MAY HAVE TO A TRIAL BY JURY IN RESPECT OF ANY LITIGATION ARISING OUT OF, UNDER, OR IN CONNECTION WITH THIS INDEMNITY AND ALL LOAN DOCUMENTS AND OTHER AGREEMENTS

EXECUTED OR CONTEMPLATED TO BE EXECUTED IN CONNECTION HEREWITH, OR ARISING OUT OF, UNDER, OR IN CONNECTION WITH ANY COURSE OF CONDUCT, COURSE OF DEALING, STATEMENTS (WHETHER VERBAL OR WRITTEN) OR ACTION OF EITHER PARTY, WHETHER IN CONNECTION WITH THE MAKING OF THE LOAN, COLLECTION OF THE LOAN, OR OTHERWISE. THIS PROVISION IS A MATERIAL INDUCEMENT FOR ISSUER MAKING THE LOAN EVIDENCED BY THE BOND.

[Signature pages begin on next page]

**COUNTERPART SIGNATURE PAGE FOR
ENVIRONMENTAL INDEMNITY
San Jose Apartments**

IN WITNESS WHEREOF, the Indemnitors have caused this Indemnity to be executed as of the date first set forth above.

SAN JOSE PRESERVATION, LTD., a Florida
limited partnership

By: SAN JOSE PRESERVATION GP LLC, a
Delaware limited liability company, its
general partner

By: _____
Russell Condas, Vice President

**COUNTERPART SIGNATURE PAGE FOR
ENVIRONMENTAL INDEMNITY
San Jose Apartments**

IN WITNESS WHEREOF, the Indemnitors have caused this Indemnity to be executed as of the date first set forth above.

SAN JOSE PRESERVATION GP LLC, a Delaware
limited liability company

By: _____
Jeremy Bronfman, Manager

**COUNTERPART SIGNATURE PAGE FOR
ENVIRONMENTAL INDEMNITY
San Jose Apartments**

IN WITNESS WHEREOF, the Indemnitors have caused this Indemnity to be executed as of the date first set forth above.

LINCOLN AVENUE CAPITAL LLC, a Delaware
limited liability company

By: _____
Jeremy Bronfman, Manager

**COUNTERPART SIGNATURE PAGE FOR
ENVIRONMENTAL INDEMNITY
San Jose Apartments**

IN WITNESS WHEREOF, the Indemnitors have caused this Indemnity to be executed as of the date first set forth above.

SAN JOSE DEVELOPER LLC, a Delaware
limited liability company

By: _____
Jeremy Bronfman, Manager

**COUNTERPART SIGNATURE PAGE FOR
ENVIRONMENTAL INDEMNITY
San Jose Apartments**

IN WITNESS WHEREOF, the Indemnitors have caused this Indemnity to be executed as of the date first set forth above.

JEREMY BRONFMAN 2014 REVOCABLE
TRUST

By: _____
Jeremy Bronfman, Trustee

**COUNTERPART SIGNATURE PAGE FOR
ENVIRONMENTAL INDEMNITY
San Jose Apartments**

IN WITNESS WHEREOF, the Indemnitors have caused this Indemnity to be executed as of the date first set forth above.

By: _____
Jeremy Bronfman

EXHIBIT “A”

LEGAL DESCRIPTION

(San Jose Apartments)

SECTION G

EXHIBIT G

GUARANTY OF RECOURSE OBLIGATIONS

**CONTINUING, ABSOLUTE AND UNCONDITIONAL
GUARANTY OF RECOURSE OBLIGATIONS**

San Jose Apartments

THIS CONTINUING, ABSOLUTE AND UNCONDITIONAL GUARANTY OF RECOURSE OBLIGATIONS (the "Guaranty") is made as of _____ 1, 2025 jointly and severally, by SAN JOSE PRESERVATION, LTD., a Florida limited partnership (the "Borrower"), SAN JOSE PRESERVATION GP LLC, a Delaware limited liability company, LINCOLN AVENUE CAPITAL LLC, a Delaware limited liability company, SAN JOSE DEVELOPER LLC, a Delaware limited liability company, JEREMY BRONFMAN 2014 REVOCABLE TRUST and JEREMY S. BRONFMAN, individually (each individually, referred to as a "Guarantor" and collectively as the "Guarantors"), to and for the benefit of the OSCEOLA COUNTY HOUSING FINANCE AUTHORITY, a public body corporate and politic duly created, organized and existing under the laws of the State of Florida (the "Issuer"), its successors and assigns, including specifically THE BANK OF NEW YORK MELLON TRUST COMPANY, N.A., a national banking association duly organized and validly existing under the laws of the United States of America, as Trustee (together with its permitted successors and assigns, the "Trustee"), acting in its capacity as Trustee under the below-described Loan Agreement.

RECITALS:

A. All capitalized terms in this Guaranty not otherwise defined herein shall have the meanings set forth in the Loan Agreement and/or the Indenture (as such terms are hereinafter defined); and

B. Pursuant to the Act, the Issuer and Borrower have entered into that certain Loan Agreement dated as of _____ 1, 2025 (the "Loan Agreement"), the terms of which are hereinafter incorporated by this reference, under which Issuer has agreed to make a loan in the original principal amount of TWENTY-SEVEN MILLION, FIVE HUNDRED THOUSAND, AND NO/100 DOLLARS (\$27,500,000) (the "Loan") to Borrower for the acquisition, rehabilitation, installation and equipping of that certain 121-unit multifamily rental housing development and related personal property and equipment, located at 2353 Winter Woods Blvd., Winter Park, FL 32792 on land within Seminole County, Florida, the legal description for which is set forth in Exhibit "A" attached hereto and incorporated herein by this reference (the "Land"), known as San Jose Apartments (the "Property"), to be occupied or reserved for occupancy (at least partially) by individuals of low income within the meaning of Section 142(d) of the Internal Revenue Code of 1986, as amended, for the public purpose of assisting persons or families of low, moderate or middle income within the State to afford the cost of decent, safe and sanitary housing; and

C. In order to provide the funds with which to make the Loan to Borrower, Issuer has authorized the issuance of its \$27,500,000 Osceola County Housing Finance Authority Multifamily Housing Revenue Bonds, 2025 Series B (San Jose Apartments) (the "Bonds") pursuant to a Trust Indenture dated as of _____ 1, 2025, by and between Issuer and the Trustee (the "Indenture"), the terms of which are incorporated herein by this reference; and

D. To assure continued compliance with the Code and the Act, the Issuer, the Borrower and the Trustee have executed a Land Use Restriction Agreement dated as of _____ 1, 2025 (the "Land Use Restriction Agreement"), the terms of which are incorporated herein by this reference, setting forth certain terms and conditions relating to the acquisition of the Land and the construction and operation of the Property and which sets forth various other covenants and agreements that run with the land on which the Property is located, and the Borrower has entered into a Compliance Monitoring Agreement (the "Compliance Monitoring Agreement") among the Issuer, the Trustee and SELTZER MANAGEMENT GROUP, INC., a Florida corporation (the "Issuer Servicer" or the "Compliance Monitoring Agent"), to provide for the proper compliance servicing for the Land Use Restriction Agreement, and the terms thereof and of the Compliance Monitoring Agreement are incorporated herein by this reference.

E. Concurrently herewith the Borrower is executing the Note, the Loan Agreement, the Lender Disbursement Agreement, the other Borrower Documents and all other agreements, guarantees, indemnities and documents related to the Loans and Bonds (the "Loan Documents").

F. Issuer has required the execution and delivery of this Guaranty as a condition precedent to Issuer's making of the Loan and issuing the Bonds and Issuer would not be willing to make the Loans in the absence of the execution and delivery by the Guarantors of this Guaranty.

G. TO INDUCE Issuer to authorize the issuance and sale of the Bonds pursuant to the Loan Agreement for the purpose of providing acquisition, rehabilitation and permanent financing for the Property.

H. TO FURTHER INDUCE Issuer to make the Loan to the Borrower pursuant to the Indenture.

NOW, THEREFORE, for and in consideration of the premises and for other good and valuable consideration, the receipt and adequacy of which are hereby acknowledged, Guarantors hereby covenant and agree with Issuer for the benefit of Issuer, its successors and assigns, including the Trustee, as follows:

1. Obligation of Guarantors. The Guarantors, jointly and severally, give their continuing, absolute and unconditional guaranty to pay promptly in full when due, whether at maturity, by acceleration, on demand or otherwise, any and all Indebtedness (as herein defined). The liability of Guarantors hereunder applies irrespective of the genuineness, validity, regularity or enforceability of any Loan Documents (as hereafter defined) evidencing, relating to, securing or guaranteeing payment of the Indebtedness. Without limiting the generality of the foregoing, Guarantors hereby guaranty to pay such Indebtedness in the event that the Borrower does not or is not able to pay in accordance with the terms of all Loan Documents evidencing such Indebtedness for any reason, including without limitation because a court of competent jurisdiction rules that the Indebtedness is not valid or enforceable, whether by reason of waiver, running of any statute of limitation, or otherwise, or because of the bankruptcy, liquidation, dissolution, receivership, insolvency, assignment for the benefit of creditors, reorganization, arrangement, composition or readjustment of, or similar proceedings affecting the status, existence, assets or obligations of the Borrower, or because of the limitation of damages for the breach, or the disaffirmance of any of the

Indebtedness, or any other circumstance that might otherwise constitute a legal, equitable or statutory discharge or defense or otherwise impair Issuer's ability to enforce the same. This Guaranty is a guaranty of payment, not of collection, and shall not be discharged except by complete payment of the Indebtedness and performance of the obligations contained herein. Neither Issuer nor the Trustee shall have any obligation to exercise, pursue, exhaust or enforce any right or remedy it has or may have, or to institute suit, against the Borrower, any co-guarantor (whether hereunder or under a separate instrument) or any other person or to realize or attempt to realize on any collateral securing payment of any Indebtedness in order to enforce this Guaranty.

2. Consents to Issuer's Acts. The Guarantors consent that, at any time and from time to time, Issuer may, in its sole discretion, without notice to Guarantors, or any of them, which notice is expressly waived, (except with respect to Borrower, but only to the extent such entity has notice rights as the Borrower under the Loan Documents) and without affecting any liability of Guarantors, or any of them: (a) refinance, rearrange, postpone, extend, renew, accelerate or demand payment of the Indebtedness in whole or in part and as often as Issuer may wish; (b) waive, fail to enforce, surrender, impair, modify or exchange any of its rights under any Loan Document or any other instruments evidencing, relating to, securing or guaranteeing any of the Indebtedness; (c) settle, release (by operation of law or otherwise), compound, compromise, collect or liquidate, in any manner, any of the Indebtedness; (d) release, exchange or discharge, wholly or partially, the Borrower, any co-guarantor (whether hereunder or under a separate instrument) or any other person from liability on any Indebtedness, and compromise or make any settlement or other arrangement with the Borrower or any such co-Guarantor or any other person liable on any Indebtedness; or (e) release, exchange, add to or substitute all or any part of the collateral securing payment of any Indebtedness.

3. Waivers by Guarantors. The Guarantors waive all: (a) notice of acceptance of this Guaranty and the creation or existence of any Indebtedness or other obligation of the Borrower guaranteed hereby; (b) except with respect to Borrower, but only to the extent such entity has notice rights as the Borrower under the Loan Documents, presentment, demand for payment, notice of dishonor, protest, notice of nonpayment or protest and any other requirement of notice whatsoever; (c) defenses, offsets and counterclaims which Guarantors may at any time have to any claim of Issuer against the Borrower; and (d) valuation and appraisal of any collateral and diligence in collection; provided, however, the provisions of this Paragraph 3 shall not serve as a waiver of any rights Borrower may have as Borrower under the Loan Documents.

4. Persons Bound. This Guaranty is binding upon Guarantors and Guarantors' heirs, successors and assigns; is assignable and transferable, without prior notice to or consent of Guarantors; except that the Guarantors shall not have the right to assign any of the Guarantors' rights or obligations under this Guaranty. Issuer may, at any time and from time to time, assign, conditionally or otherwise to another governmental entity, all of the rights of Issuer under this Guaranty, whereupon such assignee shall succeed to all rights of Issuer hereunder. Any payments by the Guarantors to Issuer in accordance with the terms hereof prior to any assignment shall reduce the obligations of the Guarantors dollar for dollar.

5. Definitions. The term "Indebtedness" shall mean all obligations of the Borrower: (a) to pay Issuer's, the Trustee's and the Issuer's Servicer's annual fees and extraordinary costs and

expenses, including but not limited to reasonable legal fees and reasonable out-of-pocket costs and expenses of Bond Counsel, Issuer Counsel and Trustee's Counsel incurred in connection with the interpretation or enforcement of the other Loan Documents; (b) with respect to any indemnification and similar provisions of any other Loan Document, excluding any indemnity which would operate so as to require payment of principal and interest under the Loans by the Borrower; (c) with respect to any misapplication of Property leases, rents, profits and issues following any payment default (without regard to the expiration of any cure period, if any); (d) with respect to any liability for intentional waste, destruction or damage to the Property or any part thereof; (e) with, after a default, respect to any tenant security deposits or prepaid rent not properly accounted for or misapplied; (f) under the Arbitrage Rebate Agreement, all of which obligations shall bear interest at the rate of the lesser of eighteen percent (18%) or the maximum amount permitted by law, from the due date thereof until the date paid in full. The term "Indebtedness" shall also include all costs of collection of the foregoing or enforcement of this Guaranty, including reasonable attorneys' fees (as provided herein) but shall not include principal and interest due under the Loan or the Bonds. In the event Issuer must repay any part of the Indebtedness paid by the Borrower, any co-guarantor (whether hereunder or under a separate instrument) or any other person because of any bankruptcy, liquidation, dissolution, receivership, insolvency, assignment for the benefit of creditors, reorganization, arrangement, composition or other similar proceedings relating to creditors' rights, then the amount so repaid shall again become part of the Indebtedness, the repayment of which is guaranteed hereby.

The term "Insolvent" means that the present fair salable value of assets is less than the amount that will be required to pay the probable liability on existing Debts as they become absolute and matured.

The term "Debts" includes any legal liability for indebtedness, whether matured or unmatured, liquidated or unliquidated, absolute, fixed or contingent.

6. Applicable Law. The laws of the State of Florida shall control the construction, interpretation and enforcement of this Guaranty and all matters related to this Guaranty notwithstanding its place of execution and delivery.

7. Subrogation; Contribution. Nothing herein contained is intended or shall be construed to give to Guarantors any right of subrogation in or under any Loan Document evidencing in any way or relating to any obligation of the Borrower to Issuer which is or may be covered by this Guaranty, or any right of contribution from the Borrower, any co-guarantor (whether hereunder or under a separate instrument) or any other person for liability on any Indebtedness, or any right to participate (as a third party beneficiary or otherwise) in any way in any of the Loan Documents, except as may be expressly provided in such Loan Documents. Notwithstanding any payments made by Guarantors under this Guaranty, all such rights of subrogation, contribution and participation are hereby expressly waived and released until after Issuer has received full payment of all Indebtedness guaranteed hereby.

8. Subordination. In the event that for any reason whatsoever the Borrower is now or hereafter becomes indebted to any Guarantor, each Guarantor agrees that the amount of such indebtedness and all interest thereon shall at all times be subordinate as to lien, time of payment and in all other respects to the Indebtedness guaranteed hereby, and that Guarantors shall not be entitled

to enforce or receive payment thereof until all sums then due and owing to Issuer shall have been paid in full. Notwithstanding the foregoing, Guarantors shall (so long as there is no Event of Default existing under the Loan Documents) be entitled to receive any fees, payments, reimbursements or distributions to which they are entitled as more particularly described in the Borrower's Amended and Restated Partnership Agreement dated as of _____ (and any fee agreements described therein), any development agreement or other agreement with or establishing Borrower or the Construction Contract (as defined in the Loan Agreement).

9. Representations and Warranties. The Guarantors represent and warrant that:

(a) At the time of the execution and delivery of this Guaranty, nothing exists to impair the effectiveness of the liability of Guarantors to Issuer hereunder, or the immediate taking effect of this Guaranty; and

(b) This Guaranty is, upon execution and delivery by any Guarantor, the valid and binding agreement of such Guarantor enforceable in accordance with its terms.

(c) Except as set forth in Exhibit "B" attached hereto, there is no litigation or other proceeding pending or, to the best of the Guarantors' knowledge, threatened against, or affecting, the Guarantors' or the Guarantors' properties which, if determined adversely to the Guarantors, would have a materially adverse effect on the financial condition, properties, businesses or operations of the Guarantors, or which prevents or interferes with or adversely affects the Guarantors' entering into this Guaranty or the validity of this Guaranty or the carrying out of the terms hereof;

(d) The Guarantors' financial statements, which have heretofore been submitted in writing by the Guarantors to Issuer in connection herewith, are true and correct in all material respects and fairly present the financial condition of the Guarantors for the period covered thereby. Since the date of said financial statements, there has been no materially adverse change in any of the Guarantors' financial condition which would adversely affect their ability to perform under this Guaranty. The Guarantors have no knowledge of any liabilities, contingent or otherwise, as of the date of their financial statements which are not reflected in said financial statements; and, other than in the ordinary course of the Guarantors' business, the Guarantors have not entered into any commitments or contracts which are not reflected in the Guarantors' financial statements or which may have an adverse effect upon the Guarantors' financial condition, operations or business as now conducted;

(e) The Guarantors are not Insolvent as of the date hereof and the execution and delivery of this Guaranty will not (a) render the Guarantors Insolvent under generally accepted accounting principles nor render the Guarantors Insolvent, (b) leave the Guarantors with remaining assets which constitute unreasonably small capital given the nature of the Guarantors' business, and (c) result in the incurrence of Debts beyond the Guarantors' ability, in the Guarantors' determination, to pay them when and as they mature.

10. Judgment Interest. In the event Issuer obtains a final judgment against any Guarantor upon this Guaranty, the judgment shall bear interest at the judgment rate.

11. **Attorneys' Fees.** The nonprevailing parties agree to pay all costs of collection against the prevailing parties under this Guaranty including reasonable attorneys' fees whether or not suit is brought, and whether incurred in connection with collection, trial, appeal, bankruptcy or other creditors' proceeding or otherwise.

12. **Consent to Jurisdiction.** Any action to enforce or interpret this Guaranty, whether arising in contract or tort, by statute or otherwise, may be brought in or removed to a state or federal court of competent jurisdiction in or for Osceola County, Florida, and Guarantors hereby submit themselves to the jurisdiction of said courts.

13. **Cumulative Remedies.** All rights, remedies or recourses of Issuer under this Guaranty or any Loan Documents, under the Uniform Commercial Code or other law, in equity or otherwise, are cumulative, and exercisable concurrently, and may be pursued singularly, successively or together and may be exercised as often as occasion therefor shall arise. No act of commission or omission by Issuer, including, but not limited to, any failure to exercise, or any delay, forbearance or indulgence in the exercise of, any right, remedy or recourse hereunder or any other Loan Document shall be deemed a waiver, release or modification of that or any other right, remedy or recourse, and no single or partial exercise of any right, remedy or recourse shall preclude Issuer from any other or future exercise of the right, remedy or recourse or the exercise of any other right, remedy or recourse. A waiver, release or modification with reference to any one event shall not be construed as continuing or constituting a course of dealing, nor shall it be construed as a bar to, or as a waiver, release or modification of, any subsequent right, remedy or recourse as to a subsequent event.

14. **Miscellaneous Provisions.** Whenever the context so requires, the neuter gender includes the feminine and/or masculine, as the case may be, and the singular number includes the plural, and the plural number includes the singular. Each provision of this Guaranty shall be deemed separate from each other provision and the invalidity or unenforceability, for any reason or to any extent, of any such provision of this Guaranty shall not affect the enforceability of the remaining provisions of this Guaranty or the application of such provision to other, dissimilar facts and circumstances.

15. **Amendments.** This Guaranty can be modified only by a written instrument manually signed by the party to be charged therewith, and no verbal or written agreement, understanding or custom affects the terms hereof.

16. **Merger, Consolidation or Sale of Assets.** In the event of a disposition of all or substantially all the assets of the Guarantors to one or more persons or other entities or the merger or consolidation of the Guarantors with another entity, the surviving entity or transferee of assets, as the case may be, shall be obligated as a Guarantor hereunder and shall deliver to Issuer an acknowledged instrument in recordable form assuming all obligations, covenants and responsibilities of the Guarantors under this Guaranty.

17. **Counterparts.** This Guaranty may be executed in one or more counterparts, each of which shall be deemed to be an original and all of which shall be deemed to be the same

instrument. In the event that not all Guarantors execute this Guaranty, this Guaranty shall nevertheless be valid and binding upon those Guarantors who execute it.

18. Receipt of Loan Documents. Guarantors acknowledge that they have received and reviewed a copy of each and all of the Loan Documents.

19. Financial Statement. At the request of Issuer, the Guarantors shall, from time to time, prepare and deliver to Issuer a complete and current financial statement of the Guarantors setting forth all assets and liabilities of the Guarantors (and to the extent any person other than the Guarantors has any interest in said assets or any person other than the Guarantors is jointly liable for any of said obligations, said matters shall be set forth in their entirety in the financial statements) all signed by the Guarantors under oath as being true and correct.

20. Term. The obligations of the Guarantors under this Guaranty and any instrument which grants collateral to secure such obligations shall continue in full force and effect until either the Guarantors or the Borrower, as the case may be, has fully performed all of the obligations required by this Guaranty and paid all other amounts payable hereunder in accordance with the terms of this Guaranty and the period of time has expired during which any payment received by Issuer hereunder or any act performed by the Guarantors may be determined to be a preferential or fraudulent transfer under the United States Bankruptcy Code or other similar applicable laws at which time this Guaranty shall automatically, and without further action, terminate and be of no further force and effect. Further, any Guarantor may be released from liability under this Guaranty upon the written approval of Issuer and the Issuer Servicer following the written request of such Guarantor. A release of any one or more of the Guarantors or any limitation of this Guaranty in favor of or for the benefit of one or more of the Guarantors shall not in any way be deemed a release of or limitation in favor of or for the benefit of any other Guarantors. Any release or termination of the liability of any Guarantor under this Guaranty shall not, in any way, affect such Guarantors' obligations under any other instrument.

21. Notices. All notices and other communications to be made or permitted to be made hereunder shall be in writing and shall be delivered to the addresses shown below or to such other addresses that the parties may provide to one another in accordance herewith. Such notices and other communications shall be given by any of the following means: (a) personal service; or (b) national express air courier, provided such courier maintains written verification of actual delivery. Any notice or other communication given by the means described in subsection (a) or (b) above shall be deemed effective upon the date of receipt or the date of refusal to accept delivery by the party to whom such notice or other communication has been sent.

Issuer: Osceola County Housing Finance Authority
c/o Governmental Management Services
219 East Livingston Street
Orlando, Florida 32801
Attention: George Flint
Email: gflint@gmscfl.com
Telephone: 407-841-5524

with a copy to: Latham, Luna, Eden & Beaudine, LLP
201 South Orange Avenue, Suite 1400
Orlando, Florida 32801
Attention: Jan A. Carpenter, Esq.
Email: jcarpenter@lathamluna.com
Telephone: (407) 481-5800

Guarantors: San Jose Preservation, Ltd.
San Jose Preservation GP LLC
Lincoln Avenue Capital LLC
San Jose Developer LLC
Jeremy Bronfman 2014 Revocable Trust
Jeremey Bronfman
c/o Lincoln Avenue Capital
401 Wilshire Blvd., Suite 1070
Santa Monica, CA 90401
Attention: Russell Condas
Email: rcondas@linconavecap.com
Attention: Hanna Jamar, Esq.
Email: Hanna@lincolnavecap.com

with a copy to: Cohen & Liuzzo, PLLC
169 Madison Ave., Suite 15054
New York, NY 10016
Attention: Eleor Cohen, Esq.
Email: ecohen@cohenliuzzo.com
Telephone: (347) 886-4118

with a copy to: Stearns Weaver Miller Alhadeff & Sitterson, P.A.
150 W. Flagler Street
Miami, FL 33130
Attention: Brian McDonough, Esq.
Email: bmcdonough@stearnsweaver.com
Telephone: (305) 789-4107

Trustee: The Bank of New York Mellon Trust Company, N.A.
Attention: Corporate Trust Department
4655 Salisbury Road, Suite 300
Jacksonville, FL 32256
Attention: Lori Cardey
Email: Lori.Cardey@bnymellon.com
Telephone: (904) 645-1982

with a copy to: Akerman LLP
50 N. Laura Street, Suite 3100

Jacksonville, FL 32202
Attention: Tim Bramwell, Esq.
Email: tim.bramwell@akerman.com
Telephone: (904) 598-8633

Notwithstanding the foregoing, notice by email shall be ineffective as notice under this Guaranty and the Land Use Restriction Agreement. Any party may change said address by giving the other parties hereto written notice of such change of address in accordance with the foregoing provisions.

22. Complete Agreement. This instrument sets forth the entire agreement between Issuer and the Guarantors with respect to the subject matter hereof and no verbal or written agreement, understanding or custom affects the terms hereof.

23. Waiver of Jury Trial. ISSUER AND GUARANTORS HEREBY KNOWINGLY, VOLUNTARILY AND INTENTIONALLY WAIVE THE RIGHT EITHER MAY HAVE TO A TRIAL BY JURY IN RESPECT OF ANY LITIGATION BASED HEREON, OR ARISING OUT OF, UNDER OR IN CONNECTION WITH THIS GUARANTY AND ANY AGREEMENT CONTEMPLATED TO BE EXECUTED IN CONJUNCTION HERewith, OR ANY COURSE OF CONDUCT, COURSE OF DEALING, STATEMENTS (WHETHER VERBAL OR WRITTEN) OR ACTIONS OF EITHER PARTY WHETHER ARISING UNDER CONTRACT, BY TORT, STATUTE OR OTHERWISE. THIS PROVISION IS A MATERIAL INDUCEMENT FOR ISSUER ENTERING INTO THE LOAN AND ACCEPTING THIS GUARANTY.

[COUNTERPART SIGNATURE PAGES TO FOLLOW]

**COUNTERPART SIGNATURE PAGE FOR
CONTINUING, ABSOLUTE AND UNCONDITIONAL
GUARANTY OF RECOURSE OBLIGATIONS
San Jose Apartments**

IN WITNESS WHEREOF, the Guarantors have caused this Guaranty to be executed as of the date first set forth above.

SAN JOSE PRESERVATION, LTD., a Florida
limited partnership

By: SAN JOSE PRESERVATION GP LLC, a
Delaware limited liability company, its
general partner

By: _____
Russell Condas, Vice President

**COUNTERPART SIGNATURE PAGE FOR
CONTINUING, ABSOLUTE AND UNCONDITIONAL
GUARANTY OF RECOURSE OBLIGATIONS
San Jose Apartments**

IN WITNESS WHEREOF, the Guarantors have caused this Guaranty to be executed as of the date first set forth above.

SAN JOSE PRESERVATION GP LLC, a Delaware
limited liability company

By: _____
Jeremy Bronfman, Manager

**COUNTERPART SIGNATURE PAGE FOR
CONTINUING, ABSOLUTE AND UNCONDITIONAL
GUARANTY OF RECOURSE OBLIGATIONS
San Jose Apartments**

IN WITNESS WHEREOF, the Guarantors have caused this Guaranty to be executed as of the date first set forth above.

LINCOLN AVENUE CAPITAL LLC, a Delaware
limited liability company

By: _____
Jeremy Bronfman, Manager

**COUNTERPART SIGNATURE PAGE FOR
CONTINUING, ABSOLUTE AND UNCONDITIONAL
GUARANTY OF RECOURSE OBLIGATIONS
San Jose Apartments**

IN WITNESS WHEREOF, the Guarantors have caused this Guaranty to be executed as of the date first set forth above.

SAN JOSE DEVELOPER LLC, a Delaware
limited liability company

By: _____
Jeremy Bronfman, Manager

**COUNTERPART SIGNATURE PAGE FOR
CONTINUING, ABSOLUTE AND UNCONDITIONAL
GUARANTY OF RECOURSE OBLIGATIONS
San Jose Apartments**

IN WITNESS WHEREOF, the Guarantors have caused this Guaranty to be executed as of the date first set forth above.

JEREMY BRONFMAN 2014 REVOCABLE
TRUST

By: _____
Jeremy Bronfman

**COUNTERPART SIGNATURE PAGE FOR
CONTINUING, ABSOLUTE AND UNCONDITIONAL
GUARANTY OF RECOURSE OBLIGATIONS
San Jose Apartments**

IN WITNESS WHEREOF, the Guarantors have caused this Guaranty to be executed as of the date first set forth above.

By: _____
Jeremy Bronfman

**ASSIGNMENT OF ABSOLUTE AND UNCONDITIONAL
GUARANTY OF RECOURSE TO TRUSTEE BY THE ISSUER
San Jose Apartments**

ASSIGNMENT

OSCEOLA COUNTY HOUSING FINANCE AUTHORITY, a public body corporate and politic duly created, organized and existing under the laws of the State of Florida, hereby assigns all of its rights to and under this Absolute and Unconditional Guaranty of Recourse to THE BANK OF NEW YORK MELLON TRUST COMPANY, N.A., as Trustee under the within-described Indenture.

OSCEOLA COUNTY HOUSING FINANCE
AUTHORITY

By: _____
Duane Owen, Chairman

EXHIBIT “A”

LEGAL DESCRIPTION

San Jose Apartments

EXHIBIT “B”

PENDING LITIGATION SCHEDULE

SECTION H

EXHIBIT H
GUARANTY OF COMPLETION

**ABSOLUTE AND UNCONDITIONAL
GUARANTY OF COMPLETION**

San Jose Apartments

THIS ABSOLUTE AND UNCONDITIONAL GUARANTY OF COMPLETION (this "Guaranty") is made as of _____ 1, 2025, jointly and severally, by SAN JOSE PRESERVATION, LTD., a Florida limited partnership (the "Borrower"), SAN JOSE PRESERVATION GP LLC, a Delaware limited liability company, LINCOLN AVENUE CAPITAL LLC, a Delaware limited liability company, SAN JOSE DEVELOPER LLC, a Delaware limited liability company, JEREMY BRONFMAN 2014 REVOCABLE TRUST and JEREMY S. BRONFMAN, individually (each individually, referred to as a "Guarantor" and collectively as the "Guarantors"), to and for the benefit of the OSCEOLA COUNTY HOUSING FINANCE AUTHORITY, a public body corporate and politic duly created, organized and existing under the laws of the State of Florida (the "Issuer"), its successors and assigns, including specifically THE BANK OF NEW YORK MELLON TRUST COMPANY, N.A., a national banking association duly organized and validly existing under the laws of the United States of America, as Trustee (together with its permitted successors and assigns, the "Trustee"), acting in its capacity as Trustee under the below-described Loan Agreement and Indenture.

RECITALS:

A. All capitalized terms in this Guaranty not otherwise defined herein shall have the meanings set forth in the Loan Agreement and the Indenture (as such term is hereinafter defined); and

B. Pursuant to the Act, the Issuer and Borrower have entered into that certain Loan Agreement dated as of _____ 1, 2025 (the "Loan Agreement"), the terms of which are hereinafter incorporated by this reference, under which Issuer has agreed to make a loan in the original principal amount of TWENTY SEVEN MILLION FIVE HUNDRED THOUSAND AND NO/100 DOLLARS (\$27,500,000) (the "Loan") to Borrower for acquisition, rehabilitation, installation and equipping of that certain 121-unit multifamily rental housing development and related personal property and equipment, located at 2353 Winter Woods Blvd., Winter Park, FL 32792 on land within Seminole County, Florida, the legal description for which is set forth in Exhibit "A" attached hereto and incorporated herein by this reference (the "Land"), known as San Jose Apartments (the "Property"), to be occupied or reserved for occupancy (at least partially) by individuals of low income within the meaning of Section 142(d) of the Internal Revenue Code of 1986, as amended, for the public purpose of assisting persons or families of low, moderate or middle income within the State to afford the cost of decent, safe and sanitary housing; and

C. In order to provide the funds with which to make the Loan to Borrower, Issuer has authorized the issuance of its \$27,500,000 Multifamily Housing Revenue Bonds, 2025 Series B (San Jose Apartments) (the "Bonds") pursuant to a Trust Indenture dated as of _____ 1, 2025, by and between Issuer and the Trustee (the "Indenture"), the terms of which are incorporated herein by this reference; and

D. To assure continued compliance with the Code and the Act, the Issuer, the Borrower

and the Trustee have executed a Land Use Restriction Agreement dated as of _____ 1, 2022 (the "Land Use Restriction Agreement"), the terms of which are incorporated herein by this reference, setting forth certain terms and conditions relating to the acquisition of the Land and the construction and operation of the Property and which sets forth various other covenants and agreements that run with the land on which the Property is located, and the Borrower has entered into a Compliance Monitoring Agreement (the "Compliance Monitoring Agreement") among the Issuer, the Trustee and SELTZER MANAGEMENT GROUP, INC., a Florida corporation (the "Issuer Servicer" or the "Compliance Monitoring Agent"), to provide for the proper compliance servicing for the Land Use Restriction Agreement, and the terms thereof and of the Compliance Monitoring Agreement are incorporated herein by this reference.

E. Concurrently herewith the Borrower is executing the Note, the Loan Agreement, the Lender Disbursement Agreement, the other Financing Documents and all other agreements, guarantees, indemnities and documents related to the Loan and Bonds (the "Loan Documents").

G. Issuer has required the execution and delivery of this Guaranty as a condition precedent to Issuer's making of the Loan and issuing the Bonds and Issuer would not be willing to make the Loan in the absence of the execution and delivery by the Guarantors of this Guaranty.

NOW, THEREFORE, for and in consideration of the premises and as part of the consideration for the Loan by the Issuer to the Borrower and the Issuance of the Bonds and for other good and valuable consideration, the receipt and adequacy of which are hereby acknowledged, Guarantors hereby covenant and agree with the Issuer for the benefit of the Issuer, its successors and assigns, including the Trustee, as follows:

1. Obligation of Guarantors.

(a) During the term hereof, the Guarantors hereby, jointly and severally, unconditionally guarantee to the Issuer, its successors and assigns, including the Trustee, that (i) Borrower shall construct, equip and complete the Project (as defined in the Loan Agreement as "Development") substantially in accordance with the Plans and Specifications (as defined in the Lender Disbursement Agreement) heretofore delivered to the Servicer and the Issuer's underwriter on or before the Completion Date as set forth in the Lender Disbursement Agreement or such extension thereof as authorized in writing by Issuer and shall comply with all of the terms, covenants and conditions of the Loan Agreement with respect to the completion of the Improvements substantially in accordance with the terms of the Loan Agreement; (ii) Borrower shall fully and punctually comply with all terms, covenants and conditions of all documents executed by Borrower in connection with the Loan with respect to the completion of the Improvements in accordance with the terms of the Loan Agreement, including but not limited to the Loan Agreement, the Bonds and all other Loan Documents; (iii) Borrower shall fully and punctually pay and discharge any and all costs and expenses and liabilities incurred in connection with the construction, equipping and completion of the Improvements when and as the same may become due and payable subject to the rights, if any, of the Borrower to contest such claims and demands pursuant to the provisions of the Loan Documents, and also pay and discharge any and all claims and demands for labor and materials used and services rendered for or in connection with the construction, equipping and completion of the Improvements subject to the rights, if any, of the Borrower to contest such claims and demands pursuant to the provisions of the Loan

Documents; (iv) the Land and the Improvements shall be and remain free and clear of any and all liens from any and all persons, firms, corporations or other entities furnishing materials, labor or services for or in connection with the construction, equipping or completion of the Improvements that are not bonded insured over or otherwise paid in accordance with the terms of the Loan Agreement; and (v) Borrower will promptly pay any and all reasonable legal and other costs and expenses incurred by the Issuer in connection with or in any way related to the completion of the Improvements in accordance with the terms of the Loan Agreement. All of the matters referred to in subparagraphs (i) through (v) of this paragraph are hereinafter collectively referred to as the "Indebtedness" or the "Guaranteed Obligations." The term "Indebtedness" or "Guaranteed Obligations" shall also include all reasonable costs of collection of the foregoing or enforcement of this Guaranty, including reasonable legal fees (as provided herein). In the event the Issuer must repay any part of the Indebtedness paid by the Borrower, any co-guarantor (whether hereunder or under a separate instrument) or any other person because of any bankruptcy, liquidation, dissolution, receivership, insolvency, assignment for the benefit of creditors, reorganization, arrangement, composition or other similar proceedings relating to creditors' rights, then the amount so repaid shall again become part of the Indebtedness, the repayment of which is guaranteed hereby. Subject to the terms and conditions of the Loan Agreement, and the Indenture, the Issuer agrees to give the Guarantors the benefit of the Loan if the Guarantors actually cure all defaults under the Loan Agreement and proceed to complete the Improvements.

(b) The liability of Guarantors to pay or perform the Indebtedness applies irrespective of the genuineness, validity, regularity or enforceability of any Loan Documents evidencing, relating to, securing or guaranteeing payment and/or performance of the Indebtedness. Without limiting the generality of the foregoing, Guarantors hereby agree to pay and/or perform the Indebtedness in the event that the Borrower does not or is not able to pay and/or perform in accordance with the terms of all Loan Documents evidencing such Indebtedness for any reason, including without limitation because a court of competent jurisdiction rules that the Indebtedness is not valid or enforceable, whether by reason of waiver, running of any statute of limitation, or otherwise, or because of the bankruptcy, liquidation, dissolution, receivership, insolvency, assignment for the benefit of creditors, reorganization, arrangement, composition or readjustment of, or similar proceedings affecting the status, existence, assets or obligations of the Borrower, or because of the limitation of damages for the breach, or the disaffirmance of any of the Indebtedness, or any other circumstance that might otherwise constitute a legal, equitable or statutory discharge or defense or otherwise impair the Issuer's ability to enforce the same.

(c) Guarantors agree that they will fully indemnify and save the Issuer and the Trustee harmless from any and all costs, expenses and losses it may incur (except to the extent such costs, expenses and losses are a result of gross negligence or willful misconduct on the part of the Issuer or negligence or willful misconduct on the part of the Trustee) as a result of the failure of Borrower to complete the Improvements in accordance with the terms of the Loan Agreement and pay upon demand by the Issuer or the Trustee any and all losses, costs and expenses arising as a result of the failure of Borrower to complete the Improvements in accordance with the terms of the Loan Agreement, including but not limited to any changes, alterations, modifications or deviations from the Plans for the Improvements heretofore approved by the Issuer.

(d) Neither the Issuer nor the Trustee shall have any obligation to exercise, pursue, exhaust or enforce any right or remedy it has or may have, or to institute suit, against the Borrower, any co-guarantor (whether hereunder or under a separate instrument) or any other person or to realize or attempt to realize on any collateral securing payment of the Loan or any Indebtedness in order to enforce this Guaranty.

(e) In the event the construction of the Improvements are not completed within 120 days of the Completion Date, and paid for in substantial accordance with the Plans and the Loan Agreement, or if the Land, the Improvements and/or the Property are not free of all liens, claims and demands upon the completion thereof, which have not been bonded or insured over, other than Permitted Encumbrances or in the event that the Issuer shall (i) cause any rehabilitation/construction or equipping of the Improvements to be done, or (ii) pay any costs in connection with the rehabilitation/construction or equipping of the Improvements, then Guarantors shall (1) fully indemnify and save harmless the Issuer from all costs, expenses and damages that the Issuer may suffer by reason thereof (except to the extent such costs, expenses and losses are a result of gross negligence or willful misconduct on the part of the Issuer or negligence or willful misconduct on the part of the Trustee); (2) reimburse the Issuer for all sums paid and all costs and expenses incurred by it in connection therewith; and (3) if requested by the Issuer, complete or cause the completion of the rehabilitation/construction and equipping of the Improvements in accordance with the terms of the Loan Agreement. Notwithstanding anything in this paragraph (e) to the contrary, the Issuer shall give the Guarantors five (5) days' written notice prior to taking any of the actions set forth in subparagraphs (i) and (ii) of this paragraph (e).

(f) Guarantors hereby covenant that this Guaranty and Guarantors' obligations hereunder shall not be discharged or released until such time as the Improvements are fully constructed, equipped and one hundred percent (100%) lien-free completed pursuant to the terms of the Loan Agreement (the "Guaranty Period") and, so long as no other Guaranteed Obligations of the Guarantors under this Guaranty are outstanding, at which time such obligations shall be automatically, and without further action, terminated, discharged and released. At the expense of the Borrower, the Issuer will confirm such discharge or release upon written request from the Borrower. Furthermore, Guarantors shall not be released by any act or thing which might, but for this provision of this Guaranty, be deemed a legal or equitable discharge of a surety, or by reason of any waiver, extension, modification, forbearance or delay or other act or omission of the Issuer or the Trustee or its failure to proceed promptly or otherwise, or by reason of any action taken or omitted or circumstance which may or might vary the risk or affect the rights or remedies of Guarantors or by reason of any further dealings between Borrower and the Issuer or the Trustee, whether relating to the Loan or otherwise, and Guarantors hereby expressly waive and surrender any defenses to its liability hereunder based upon any of the foregoing acts, omissions, things or agreements or waivers of the Issuer or the Trustee; it being the purpose and intent of the parties hereto that the obligations of Guarantors hereunder are absolute and unconditional under any and all circumstances.

(g) This Guaranty is a guaranty of payment and performance and not of collection, is continuing in nature and applies to all the Guaranteed Obligations, whether existing now or in the future, including Guaranteed Obligations arising or accruing after bankruptcy of any Guarantor or any sale or other disposition of any security or this Guaranty or for the obligations of

the Borrower or any other party under the Loan Documents (any such security being referred to in this Guaranty as the "Security"). This Guaranty and any Security for this Guaranty shall continue to be effective or be reinstated, as the case may be, if at any time any payment or performance of any guaranteed obligation is rescinded or must otherwise be returned by Issuer or any other person upon the bankruptcy, insolvency or reorganization of any Guarantor or otherwise, all as though such payment or performance had not occurred, and the obligations of the Guarantors under this Guaranty shall survive any repayment of the Loan which is deemed to have occurred as a result of foreclosure or acceptance by Issuer of a deed or other conveyance in lieu of any such foreclosure. None of the Guarantors shall have the authority to revoke this Guaranty, but if any such revocation shall be deemed to have occurred by operation of law or otherwise, the provisions of this Guaranty shall continue to apply notwithstanding such revocation.

(h) The obligations of the Guarantors under this Guaranty are independent of the obligations of any other party to the Loan Documents (such obligations of any other parties, including the Guarantors' of the Indebtedness, being referred to in this Guaranty as the "Other Obligations") and any Security, and the enforceability of any Security for this Guaranty is likewise independent of any such Other Obligations and any other Security. Issuer may bring action against any of the Guarantors and otherwise enforce this Guaranty or any Security for this Guaranty without bringing action against any other Guarantor or party to a Loan Document in any action against such Guarantor or Guarantors, and otherwise independently of any other remedy that may be available to Issuer at any time with respect to any Other Obligations or Security. The Guarantors waive any right to require Issuer at any time to proceed against any other Guarantor or party to a Loan Document, apply any Security or otherwise enforce, proceed against or exhaust any Other Obligations or Security or pursue any other remedy in the Issuer's power.

2. Consents to the Issuer's Acts. The Guarantors (other than the Borrower to the extent such actions may be prohibited or modified in the Loan Documents) consent that, at any time and from time to time, the Issuer may, in its sole discretion, without notice to Guarantors (other than such notice to or consent of the Borrower as may be required under the Loan Documents), or any of them, which notice is expressly waived (other than such notice to the Borrower as may be required under the Loan Documents), and without affecting any liability of Guarantors, or any of them: (a) refinance, rearrange, postpone, extend, renew, accelerate or demand payment of the indebtedness (provided same may be accelerated as provided in the Loan Documents) evidencing the Loan in whole or in part and as often as the Issuer may wish; (b) waive, fail to enforce, surrender, impair, modify or exchange any of its rights under any Loan Document or any other instruments evidencing, relating to, securing or guaranteeing any of the Indebtedness; (c) settle, release (by operation of law or otherwise), compound, compromise, collect or liquidate, in any manner, any of the Indebtedness; (d) release the Borrower, any co-guarantor (whether hereunder or under a separate instrument) or any other person from liability on any Indebtedness; (e) release, exchange, add to or substitute all or any part of the collateral securing payment of any Indebtedness; or (f) alter and modify the Plans, and alter, extend, modify, release or cancel the conditions for advances, if any, and any other terms, covenants and provisions contained in the Loan Agreement or any other Loan Document. Nothing in this Paragraph 2 shall be construed to alter or impair the rights Borrower may have under any of the Loan Documents as Borrower.

3. Waivers by Guarantors. The Guarantors waive all: (a) notice of acceptance of this Guaranty and the creation or existence of any Indebtedness or other obligation of the Borrower guaranteed hereby; (b) (except with respect to Borrower, which shall be afforded all notices and rights as Borrower under the Loan Documents) presentment, demand for payment, notice of dishonor, protest, notice of nonpayment or protest and any other requirement of notice whatsoever; (c) (except with respect to Borrower, which shall be afforded all notices and rights as Borrower under the Loan Documents) defenses, offsets and counterclaims which Guarantors may at any time have to any claim of the Issuer against the Borrower other than payment or performance of the Indebtedness; (d) the unenforceability or invalidity of any Other Obligations or Security or the lack of perfection or failure of priority or any other loss or impairment of any Security; (e) any discharge or release of any other Guarantor or any other party to the Loan Documents or any Other Obligations or Security or any impairment or suspension of any remedies of Issuer, whether resulting from any act or omission of Issuer or any other person or by operation of law or otherwise; (f) any bankruptcy, insolvency or reorganization of any Guarantor or other party to a Loan Document or any disability or other defense of any other Guarantor or other party to a Loan Document with respect to any Other Obligations or Security; (g) any failure of Issuer to disclose to the Guarantors any information relating to the financial condition, operations, properties or prospects of any other Guarantor or other party to a Loan Document now or in the future known to Issuer (the Guarantors waiving any duty on the part of Issuer to disclose such information); (h) any failure of Issuer to monitor proper application of loan funds or compliance with Loan Documents, or to preserve, insure or protect any Security or any subrogation, contribution or reimbursement rights of the Guarantors; (i) any application of proceeds or payments received by Issuer to obligations other than the Guaranteed Obligations; (j) any other action by Issuer or any omission by Issuer or other failure of Issuer to pursue, or any delay in pursuing, any other remedy in Issuer's power; and (k) valuation and appraisal of any collateral and diligence in collection.

Without limiting the foregoing, or anything else contained in this Guaranty, Guarantors waive all rights and defenses that the Guarantors may have because the Other Obligations are secured by real property. This means, among other things:

(1) Issuer may collect from any or all of the Guarantors without first foreclosing on any real or personal property collateral pledged by the Borrower; and

(2) If Issuer forecloses on any real property collateral pledged by the Borrower: (A) the amount of the Guaranteed Obligations may be reduced only by the price of which that collateral is sold at the foreclosure sale, even if the collateral is worth more than the sale price; and (B) Issuer may collect from any or all of the Guarantors even if Issuer by foreclosing on the real property collaterals, has destroyed any right the Guarantors may have to collect from the Borrower.

This is an unconditional and irrevocable waiver of any rights and defenses the Guarantors may have because the Other Obligations are secured by real property.

4. Persons Bound. This Guaranty is binding upon Guarantors and Guarantors' heirs, successors and assigns; is assignable and transferable, without prior notice to or consent of

Guarantors; and shall inure to the benefit of the Issuer's successors and assigns, including, but not limited to, the Trustee.

5. Applicable Law. The laws of the State shall control the construction, interpretation and enforcement of this Guaranty and all matters related to this Guaranty notwithstanding its place of execution and delivery.

6. Subrogation; Contribution. Nothing herein contained gives, or is intended or shall be construed to give to Guarantors any right of subrogation in or under any Loan Document evidencing in any way or relating to any obligation of the Borrower to the Issuer which is or may be covered by this Guaranty, or any right of contribution from the Borrower, any co-guarantor (whether hereunder or under a separate instrument) or any other person for liability on any Indebtedness, or any right to participate (as a third party beneficiary or otherwise) in any way in any of the Loan Documents, except as may be expressly provided in such Loan Documents. Notwithstanding any payments made by Guarantors under this Guaranty, all such rights of subrogation, contribution and participation are hereby expressly waived and deferred until this Guaranty is released in accordance with the terms hereof. The Guarantors waive the Guarantors' rights of subrogation and reimbursement and any other rights and defenses available to the Guarantors by reason of applicable Law, including (a) any defenses any Guarantor may have to the Guaranty obligation by reason of an election of remedies by Issuer and (b) any rights or defenses any Guarantor may have by reason of protection afforded to the Borrower with respect to the obligation so guaranteed pursuant to applicable Law. The Guarantors shall not exercise, and hereby waives, any rights of subrogation, contribution, indemnity or reimbursement against any other party to the Loan Documents, and waives any right to enforce any Remedy which Issuer now has or may in the future have against any other party to the Loan Documents and any benefit of, and any right to participate in, any Security or Other Obligations now or in the future held by Issuer. If any Guarantor nevertheless receives payment of any amount on account of any such subrogation, contribution, indemnity or reimbursement rights or otherwise in respect of any payment or performance by any Guarantor of any Guaranteed Obligations prior to payment and performance in full of all Other Obligations, such amount shall be held in trust for the benefit of Issuer and immediately paid to Issuer for application to the Other Obligations in such order and manner as Issuer may determine.

7. Subordination. In the event that for any reason whatsoever the Borrower is now or hereafter becomes indebted to any Guarantor, each Guarantor agrees that the amount of such indebtedness and all interest thereon shall at all times be subordinate as to lien, time of payment and in all other respects to the Indebtedness guaranteed hereby.

Notwithstanding the foregoing, as long as no default exists under the Loan Documents, beyond the expiration of any applicable cure period, and no payment is due and owing hereunder, the Guarantors shall be entitled to retain any payments to which they are entitled under the operating agreement, construction contract or development agreement with or establishing the Borrower, including any fee or distribution.

8. Representations and Warranties. The Guarantors represent and warrant that:

(a) At the time of the execution and delivery of this Guaranty, nothing exists to impair the effectiveness of the liability of Guarantors to the Issuer hereunder, or the immediate taking effect of this Guaranty;

(b) Each of the Guarantors has established adequate means of obtaining from any other parties to the Loan Documents on a continuing basis information pertaining to, and is now and on a continuing basis will be completely familiar with, the financial condition, operations, properties and prospects of such other parties to the Loan Documents;

(c) Each of the Guarantors has received and approved copies of all of the other Loan Documents;

(d) No oral promises, assurances, representations or warranties have been made by or on behalf of Issuer to induce the Guarantors to execute and delivery this Guaranty; and

(e) This Guaranty is, upon execution and delivery by any Guarantor, the valid and binding agreement of such Guarantor enforceable in accordance with its terms.

9. Specific Performance. Guarantors acknowledge and agree that it may be impossible to accurately measure the damages to the Issuer resulting from a breach of their covenant to complete or to cause the completion of the rehabilitation/construction and equipping of the Improvements and the Property and that such a breach will cause irreparable injury to the Issuer and that the Issuer may not have an adequate remedy at law in respect of such breach and, as a consequence, agrees that such covenant shall be specifically enforceable against the Guarantors and hereby waives and agrees not to assert any defense other than payment or performance of the Indebtedness against an action for specific performance of such covenant. This clause shall not prejudice the Issuer's rights to assert any and all claims for damages incurred as a result of Guarantors' default hereunder, and the Issuer may, before, during, or after any foreclosure of the underlying Security Instrument, hold Guarantors liable for all losses and damages sustained and expenses incurred by reason of the Borrower or Guarantors failing to rehabilitate/construct and equip the Improvements and the Property in accordance with the Loan Agreement, including without limitation, the cost of such completion and the payment of real estate taxes and insurance premiums, with interest thereon at a rate equal to the lesser of (i) the maximum rate permitted under applicable law or (ii) eighteen percent (18%) from the date of such expenditures.

10. Judgment Interest. In the event the Issuer obtains a final judgment against any Guarantor upon this Guaranty, the judgment shall bear interest at the judgment rate.

11. Legal Fees. Each Guarantor agrees to pay all reasonable costs and expenses, including reasonable legal fees, which may be incurred by the Issuer or the Trustee in any effort to collect or enforce any obligations of the Guarantors hereunder, whether or not any lawsuit is filed, including, without limitation, all costs and reasonable legal fees incurred by the Issuer or the Trustee in any bankruptcy proceeding (including, without limitation, any action for relief from the automatic stay of any bankruptcy proceeding) and in any judicial or nonjudicial foreclosure action.

12. Consent to Jurisdiction. Any action to enforce or interpret this Guaranty, whether arising in contract or tort, by statute or otherwise, may be brought in or removed to a state or federal court of competent jurisdiction in or for Osceola County, Florida, and Guarantors hereby submit themselves to the jurisdiction of said courts.

13. Cumulative Remedies. All rights, remedies or recourses of the Issuer under this Guaranty or any Loan Documents, under the Uniform Commercial Code or other law, in equity or otherwise, are cumulative, and exercisable concurrently, and may be pursued singularly, successively or together and may be exercised as often as occasion therefor shall arise. No act of commission or omission by the Issuer, including, but not limited to, any failure to exercise, or any delay, forbearance or indulgence in the exercise of, any right, remedy or recourse hereunder or any other Loan Document shall be deemed a waiver, release or modification of that or any other right, remedy or recourse, and no single or partial exercise of any right, remedy or recourse shall preclude the Issuer from any other or future exercise of the right, remedy or recourse or the exercise of any other right, remedy or recourse. A waiver, release or modification with reference to any one event shall not be construed as continuing or constituting a course of dealing, nor shall it be construed as a bar to, or as a waiver, release or modification of, any subsequent right, remedy or recourse as to a subsequent event.

14. Miscellaneous Provisions. Whenever the context so requires, the neuter gender includes the feminine and/or masculine, as the case may be, and the singular number includes the plural, and the plural number includes the singular. Each provision of this Guaranty shall be deemed separate from each other provision and the invalidity or unenforceability, for any reason or to any extent, of any such provision of this Guaranty shall not affect the enforceability of the remaining provisions of this Guaranty or the application of such provision to other, dissimilar facts and circumstances.

15. Amendments. This Guaranty can be modified, supplemented, amended only by a written instrument manually signed by the party to be charged therewith, and no verbal or written agreement, understanding or custom affects the terms hereof, and any such consent or approval shall be effective only in the specific instance and for the specific purpose for which given.

16. Counterparts. This Guaranty may be executed in one or more counterparts, each of which shall be deemed to be an original and all of which shall be deemed to be the same instrument. In the event that not all Guarantors execute this Guaranty, this Guaranty shall nevertheless be valid and binding upon those Guarantors who execute it.

17. Receipt of Loan Documents. Guarantors acknowledge that they have received and reviewed a copy of the Loan Agreement, other Loan Documents and the Plans.

18. Financial Statement. At the request of the Issuer or the Trustee, within one hundred twenty (120) days of fiscal year end, the Guarantors shall, from time to time, prepare and deliver to the Issuer a complete and current financial statement of each of the Guarantors setting forth all assets and liabilities of the Guarantors (and to the extent any person other than the Guarantors has any interest in said assets or any person other than the Guarantors is jointly liable for any of said obligations, said matters shall be set forth in their entirety in the financial statements) all signed

by the Guarantors under oath as being true and correct. All such financial statements delivered to Issuer will be completed and correct and present fairly the financial condition of the Guarantors as of the date thereof under generally accepted accounting principles consistently applied (or such other method of preparation approved by Issuer, including the cash basis if a Guarantor is an individual) and will disclose all liabilities of the Guarantor that are required by the accounting method used to be reflected or reserved against, whether liquidated or unliquidated, fixed or contingent. All tax returns submitted to Issuer by the Guarantor will be true and correct to the best of the knowledge of the Guarantor. Each Guarantor hereby agrees that each time a financial statement or tax return is submitted by him to Issuer, such Guarantor shall be deemed to have represented and warranted to Issuer that such financial statement or tax return complies with all of the above requirements and that since the date of such submitted financial statement there has been no material adverse change in the financial condition of any Guarantor, which would adversely affect their ability to perform under this Guaranty.

19. Notices. All notices and other communications to be made or permitted to be made hereunder shall be in writing and shall be delivered to the addresses shown below or to such other addresses that the parties may provide to one another in accordance herewith. Such notices and other communications shall be given by any of the following means: (a) personal service; or (b) national express air courier, provided such courier maintains written verification of actual delivery. Any notice or other communication given by the means described in subsection (a) or (b) above shall be deemed effective upon the date of receipt or the date of refusal to accept delivery by the party to whom such notice or other communication has been sent.

Issuer: Osceola County Housing Finance Authority
c/o Governmental Management Services – Central Florida, LLC
219 East Livingston Street
Orlando, Florida 32801
Attention: George Flint
Email: gflint@gmscfl.com
Telephone: 407-841-5524

with a copy to: Latham, Luna, Eden & Beaudine, LLP
201 South Orange Avenue, Suite 1400
Orlando, Florida 32801
Attention: Jan A. Carpenter, Esq.
Email: jcarpenter@lathamluna.com
Telephone: (407) 481-5800

Guarantors: San Jose Preservation, Ltd.
San Jose Preservation GP LLC
Lincoln Avenue Capital LLC
San Jose Developer LLC
Jeremy Bronfman 2014 Revocable Trust
Jeremy Bronfman
c/o Lincoln Avenue Capital
401 Wilshire Blvd., Suite 1070

Santa Monica, CA 90401
Attention: Russell Condas
Email: rcondas@linconavecap.com
Attention: Hanna Jamar, Esq.
Email: Hanna@lincolnavecap.com

with a copy to: Cohen & Liuzzo, PLLC
169 Madison Ave., Suite 15054
New York, NY 10016
Attention: Eleor Cohen, Esq.
Email: ecohen@cohenliuzzo.com
[Telephone: \(347\) 886-4118](tel:(347)886-4118)

with a copy to: Stearns Weaver Miller Alhadeff & Sitterson, P.A.
150 W. Flagler Street
Miami, FL 33130
Attention: Brian McDonough, Esq.
Email: bmcdonough@stearnsweaver.com
Telephone: (305) 789-4107

Trustee: The Bank of New York Mellon Trust Company, N.A.
Attention: Corporate Trust Department
4655 Salisbury Road, Suite 300
Jacksonville, FL 32256
Attention: Lori Cardey
Email: Lori.Cardey@bnymellon.com
Telephone: (904) 645-1982

with a copy to: Akerman LLP
50 N. Laura Street, Suite 3100
Jacksonville, FL 32202
Attention: Tim Bramwell, Esq.
Email: tim.bramwell@akerman.com
Telephone: (904) 598-8633

Notwithstanding the foregoing, notice by email shall be ineffective as notice under this Guaranty and the Land Use Restriction Agreement. Any party may change said address by giving the other parties hereto written notice of such change of address in accordance with the foregoing provisions.

20. Complete Agreement. This instrument, together with the other Loan Documents, sets forth the entire agreement between the Issuer and the Guarantors with respect to the subject matter hereof and no verbal or written agreement, understanding or custom (other than the other Loan Documents) affects the terms hereof.

21. Personal Liability. Guarantors hereby acknowledge and agree that notwithstanding any other provision of this Guaranty, the Security Instrument, the Project Note or any of the Loan Documents to the contrary, including, without limitation, the non-recourse provision contained in the Note, the obligations of the Guarantors under this Guaranty shall be the unconditional personal obligations of the Guarantors, and the Issuer would not enter into the Loan except on the condition that the Guarantors be personally liable for their undertakings under this Guaranty. This Guaranty shall not be construed to make any of the Guarantors personally liable for payments under the Bond.

22. Limitation of Liability. Any payments with respect to the Improvements, including but not limited to payments under any performance and payment bond or other security related to the Property, will be credited against Guarantors' liability hereunder subject to acknowledgment of such payments by the Issuer.

23. Term. The obligations of each Guarantor under this Guaranty and any instrument which grants collateral to secure such obligations shall continue in full force and effect and shall not be released until the first to occur of the following: (a) a writing signed by Issuer releasing Guarantor; or (b) the Guaranty Period has expired, all of the Guaranteed Obligations and all obligations of the Guarantors under this Guaranty have been paid and performed in full in accordance with the terms of this Guaranty and the period of time has expired during which any payment received by the Issuer or any act performed by any Guarantor may be determined to be a preferential or fraudulent transfer under the United States Bankruptcy Code or other similar applicable laws.

Issuer shall be entitled to continue to hold this Guaranty in its possession for as long as any Guaranteed Obligations remain outstanding, but return of this Guaranty to Guarantor when Guaranteed Obligations remain outstanding is not intended to be nor shall it be a waiver of any rights that may remain available to Issuer under this Guaranty.

24. Waiver of Jury Trial. THE ISSUER AND GUARANTORS HEREBY KNOWINGLY, VOLUNTARILY AND INTENTIONALLY WAIVE THE RIGHT EITHER MAY HAVE TO A TRIAL BY JURY IN RESPECT OF ANY LITIGATION BASED HEREON, OR ARISING OUT OF, UNDER OR IN CONNECTION WITH THIS GUARANTY AND ANY AGREEMENT CONTEMPLATED TO BE EXECUTED IN CONJUNCTION HERewith, OR ANY COURSE OF CONDUCT, COURSE OF DEALING, STATEMENTS (WHETHER VERBAL OR WRITTEN) OR ACTIONS OF EITHER PARTY. THIS PROVISION IS A MATERIAL INDUCEMENT FOR THE ISSUER ENTERING INTO THE LOAN AND ACCEPTING THIS GUARANTY.

25. Indemnification by the Guarantors. Without limitation on any other obligations of the Guarantors or remedies of Issuer under this Guaranty, the Guarantors shall jointly and severally indemnify, defend and save and hold harmless Issuer from and against, and shall pay on demand, any and all losses, liabilities, damages, costs, expenses and charges (including the reasonable fees and disbursements of Issuer's legal counsel and the reasonable charges of Issuer's internal legal counsel) suffered or incurred by Issuer as a result of (a) any failure of any Guaranteed Obligations to be the legal, valid and binding obligations of the Borrower enforceable against the Borrower in

accordance with its terms, except as enforcement may be limited by bankruptcy, insolvency or other similar laws affecting the rights of creditors generally, or (b) any failure by the Borrower to pay and perform any Guaranteed Obligations in accordance with the terms of such Guaranteed Obligations.

26. Rights of Setoff. Upon the occurrence and during the continuance of any Event of Default, Issuer is authorized at any time and from time to time to the fullest extent permitted by applicable laws, and without notice or demand, to set off and apply any and all deposits (general or special, time or demand, provisional or final) at any time held and other indebtedness at any time owing by Issuer to or for the credit or account of the Guarantors against any and all obligations of the Guarantors under this Guaranty.

27. Multiple Guarantors. If more than one person signs this Guaranty as Guarantor, (a) the term “Guarantor” shall mean each such person, (b) the obligations of each Guarantor shall be joint, several and independent, and (c) this Guaranty shall be construed and enforced as though each Guarantor executed a separate guaranty on the terms set forth in this Guaranty.

28. Enforceability. Each Guarantor hereby acknowledges that: (a) the obligations undertaken by Guarantors in this Guaranty are complex in nature, and (b) numerous possible defenses to the enforceability of these obligations may presently exist and/or may arise hereafter, and (c) as part of Issuer’s consideration for making the Loan, Issuer has specifically bargained for the waiver and relinquishment by Guarantor of all such defenses, and (d) each Guarantor has had the opportunity to seek and receive legal advice from skilled legal counsel in the area of financial transactions of the type contemplated herein. Given all of the above, each Guarantor does hereby represent and confirm to Issuer that Guarantor is fully informed regarding, and that each Guarantor does thoroughly understand: (i) the nature of all such possible defenses, and (ii) the circumstances under which such defenses may arise, and (iii) the benefits which such defenses might confer upon each Guarantor, and (iv) the legal consequences to each Guarantor of waiving such defenses. Each Guarantor acknowledges that each Guarantor makes this Guaranty with the intent that this Guaranty and all of the informed waivers herein shall each and all be fully enforceable by Issuer, and that Issuer is induced to make the Loan in material reliance upon the presumed full enforceability thereof.

29. Consent to Assignment. Each Guarantor consents to the assignment by Issuer to Trustee of its rights under this Guaranty, and agrees to attorn to and recognize Trustee (and its successors as Trustee under the Loan Agreement) as the holders of such rights.

[COUNTERPART SIGNATURE PAGES TO FOLLOW]

**COUNTERPART SIGNATURE PAGE FOR
ABSOLUTE AND UNCONDITIONAL
GUARANTY OF COMPLETION
San Jose Apartments**

IN WITNESS WHEREOF, the Guarantors have caused this Guaranty to be executed as of the date first set forth above.

SAN JOSE PRESERVATION, LTD., a Florida
limited partnership

By: SAN JOSE PRESERVATION GP LLC, a
Delaware limited liability company, its
general partner

By: _____
Russell Condas, Vice President

**COUNTERPART SIGNATURE PAGE FOR
ABSOLUTE AND UNCONDITIONAL
GUARANTY OF COMPLETION
San Jose Apartments**

IN WITNESS WHEREOF, the Guarantors have caused this Guaranty to be executed as of the date first set forth above.

SAN JOSE PRESERVATION GP LLC, a Delaware
limited liability company

By: _____
Jeremy Bronfman, Manager

**COUNTERPART SIGNATURE PAGE FOR
ABSOLUTE AND UNCONDITIONAL
GUARANTY OF COMPLETION
San Jose Apartments**

IN WITNESS WHEREOF, the Guarantors have caused this Guaranty to be executed as of the date first set forth above.

LINCOLN AVENUE CAPITAL LLC, a Delaware
limited liability company

By: _____
Jeremy Bronfman, Manager

**COUNTERPART SIGNATURE PAGE FOR
ABSOLUTE AND UNCONDITIONAL
GUARANTY OF COMPLETION
San Jose Apartments**

IN WITNESS WHEREOF, the Guarantors have caused this Guaranty to be executed as of the date first set forth above.

SAN JOSE DEVELOPER LLC, a Delaware
limited liability company

By: _____
Jeremy Bronfman, Manager

**COUNTERPART SIGNATURE PAGE FOR
ABSOLUTE AND UNCONDITIONAL
GUARANTY OF COMPLETION
San Jose Apartments**

IN WITNESS WHEREOF, the Guarantors have caused this Guaranty to be executed as of the date first set forth above.

JEREMY BRONFMAN 2014 REVOCABLE
TRUST

By: _____
Jeremy Bronfman

**COUNTERPART SIGNATURE PAGE FOR
ABSOLUTE AND UNCONDITIONAL
GUARANTY OF COMPLETION
San Jose Apartments**

IN WITNESS WHEREOF, the Guarantors have caused this Guaranty to be executed as of the date first set forth above.

By: _____
Jeremy Bronfman, Manager

**ASSIGNMENT OF ABSOLUTE AND UNCONDITIONAL
GUARANTY OF COMPLETION TO TRUSTEE BY THE ISSUER
San Jose Apartments**

ASSIGNMENT

OSCEOLA COUNTY HOUSING FINANCE AUTHORITY, a public body corporate and politic duly created, organized and existing under the laws of the State of Florida, hereby assigns all of its rights to and under this Absolute and Unconditional Guaranty of Completion to THE BANK OF NEW YORK MELLON TRUST COMPANY, N.A., as Trustee under the within-described Indenture.

OSCEOLA COUNTY HOUSING FINANCE
AUTHORITY

By: _____
Duane Owen, Chairman

EXHIBIT “A”

LEGAL DESCRIPTION

(San Jose Apartments)

SECTION I

EXHIBIT I

GUARANTY OF OPERATING DEFICITS

**CONTINUING, ABSOLUTE AND UNCONDITIONAL
GUARANTY OF OPERATING DEFICITS**

San Jose Apartments

THIS CONTINUING, ABSOLUTE AND UNCONDITIONAL GUARANTY OF OPERATING DEFICITS (this "Guaranty") is made as of _____ 1, 2025 jointly and severally, by SAN JOSE PRESERVATION, LTD, a Florida limited partnership (the "Borrower"), SAN JOSE PRESERVATION GP LLC, a Delaware limited liability company, LINCOLN AVENUE CAPITAL LLC, a Delaware limited liability company, SAN JOSE DEVELOPER LLC, a Delaware limited liability company, JEREMY BRONFMAN 2014 REVOCABLE TRUST and JEREMY S. BRONFMAN, individually (each individually, referred to as a "Guarantor" and collectively as the "Guarantors"), to and for the benefit of the OSCEOLA COUNTY HOUSING FINANCE AUTHORITY, a public body corporate and politic duly created, organized and existing under the laws of the State of Florida (the "Issuer"), its successors and assigns, including specifically THE BANK OF NEW YORK MELLON TRUST COMPANY, N.A., a national banking association duly organized and validly existing under the laws of the United States of America, as Trustee (together with its permitted successors and assigns, the "Trustee"), acting in its capacity as Trustee under the below- described Loan Agreement.

RECITALS

A. All capitalized terms in this Guaranty not otherwise defined herein shall have the meanings set forth in the Loan Agreement, the Indenture and/or the Subordinate Loan Agreement (as such terms are hereinafter defined); and

B. Pursuant to the Act, the Issuer and Borrower have entered into that certain Loan Agreement dated as of _____ 1, 2025 (the "Loan Agreement"), the terms of which are hereinafter incorporated by this reference, under which Issuer has agreed to make a loan in the original principal amount of TWENTY-SEVEN MILLION FIVE HUNDRED THOUSAND AND NO/100 DOLLARS (\$27,500,000) (the "Loan") to Borrower for the acquisition, rehabilitation, installation and equipping of that certain 121-unit multifamily rental housing development and related personal property and equipment, located at 2353 Winter Woods Blvd., Winter Park, FL 32792 on land within Seminole County, Florida, the legal description for which is set forth in Exhibit "A" attached hereto and incorporated herein by this reference (the "Land"), known as San Jose Apartments (the "Property"), to be occupied or reserved for occupancy (at least partially) by individuals of low income within the meaning of Section 142(d) of the Internal Revenue Code of 1986, as amended, for the public purpose of assisting persons or families of low, moderate or middle income within the State to afford the cost of decent, safe and sanitary housing; and

C. In order to provide the funds with which to make the Loan to Borrower, Issuer has authorized the issuance of its \$27,500,000 Osceola County Housing Finance Authority Multifamily Housing Revenue Bonds, 2025 B (San Jose Apartments) (the "Bonds") pursuant to a Trust Indenture dated as of _____ 1, 2025, by and between Issuer and the Trustee (the "Indenture"), the terms of which are incorporated herein by this reference; and

D. To assure continued compliance with the Code and the Act, the Issuer, the Borrower and the Trustee have executed a Land Use Restriction Agreement dated as of _____ 1, 2025 (the "Land Use Restriction Agreement"), the terms of which are incorporated herein by this reference, setting forth certain terms and conditions relating to the acquisition of the Land and the construction and operation of the Property and which sets forth various other covenants and agreements that run with the land on which the Property is located, and the Borrower has entered into a Compliance Monitoring Agreement (the "Compliance Monitoring Agreement") among the Issuer, the Trustee and SELTZER MANAGEMENT GROUP, INC., a Florida corporation (the "Issuer Servicer" or the "Compliance Monitoring Agent"), to provide for the proper compliance servicing for the Land Use Restriction Agreement, and the terms thereof and of the Compliance Monitoring Agreement are incorporated herein by this reference.

E. Concurrently herewith the Borrower is executing the Note, the Loan Agreement, the Lender Disbursement Agreement, the other Financing Documents and all other agreements, guarantees, indemnities and documents related to the Loan and Bonds (the "Loan Documents").

F. Issuer has required the execution and delivery of this Guaranty as a condition precedent to Issuer's making of the Loan and issuing the Bonds and Issuer would not be willing to make the Loan in the absence of the execution and delivery by the Guarantors of this Guaranty.

G. Each of the Guarantors acknowledge and agree that each will benefit from the development of the Property.

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

ARTICLE I - DEFINITIONS

1.1 Definitions. The following terms shall have the meanings ascribed thereto as set forth below:

(a) "Debt Service Coverage Ratio" shall mean the ratio of the Net Operating Income for each month to the Debt Service Expense.

(b) "Debt Service Expense" shall mean the debt service expense incurred by the Borrower including required principal payments, interests expenses, late charges and any other fees and expenses incurred during each month under the Loan and all fees due under the Loan to the Issuer, the Trustee and the Issuer Servicer.

(d) "Gross Potential Rental Income" shall mean the potential maximum rents of the Property for each month assuming one hundred percent (100%) occupancy net of utility allowance, if applicable.

(e) "Guaranty Period" shall be the period commencing on the date hereof, and ending on the Property's achievement of a 1.15 Debt Service Coverage Ratio, as determined by The Issuer or its agent, in its reasonable discretion, ninety percent (90%) occupancy and ninety percent (90%) of the Gross Potential Rental Income, for a period equal to twelve (12) consecutive

months, all as certified by an independent Certified Public Accountant selected by Borrower. The calculation of the Debt Service Coverage Ratio shall be confirmed by the Issuer or its agent, in its reasonable discretion, and such confirmation shall be final and binding on the parties. The Guaranty Period shall be for no less than three (3) years following the final certificate of occupancy.

(f) "Net Operating Income" shall mean for any fiscal period, Project Revenues less Project Expenses. The calculation of Net Operating Income shall be made by an independent Certified Public Accountant and such calculation shall be final and binding on the parties, absent manifest error.

(g) "Operating Deficit" shall mean for any fiscal period, the excess of Project Expenses over the Project Revenues for such fiscal period (excluding any non-recurring extraordinary expenses). "Operating Deficit" shall also include any shortfall in regular monthly payments due under the Note and all fees due under the Loan (including fees due to the Issuer, Trustee and Issuer Servicer, under the Loan Documents), excluding amounts which may be due solely by acceleration of the Note.

(h) "Project Expenses" shall mean all expenses (other than debt service payable out of cash flow) related to operating the Property accrued during the applicable period, including without limitation, the following items: (i) operating expenses; (ii) real and personal property taxes, special assessments or similar charges and sales or use taxes applicable to the operations of the Property; (iii) property management fees; (iv) insurance expenses; (v) the funding of the replacement reserve and other reserves required under the Loan Documents and the Borrower Documents; (vi) marketing costs, leasing commissions, advertising and promotions costs; (vii) maintenance and repair costs related to the Property; and (viii) legal and accounting fees related to the operation of the Property; provided, however, that such disbursements shall exclude refunds to tenants of security deposits, and expenditures from the replacement reserve and other reserves required to be maintained under the Loan Documents and the Borrower Documents to the extent that the funding of such reserves is otherwise considered a cash expenditure under the terms of this definition.

(i) "Project Revenues" shall mean the gross operating income and rental revenues actually received by or paid to or for the account of the Borrower with respect to the operation, leasing and occupancy of the Property, excluding tenant security deposits received by the Borrower, but including, but not limited to, any and all of the following: (i) rentals paid by tenants under leases on the Property; (ii) late charges, interest and other fees paid by tenants; (iii) rents and receipts from vending machines and similar items; (iv) cable television and telephone revenues; (v) earnings on accounts and investments of the Borrower (including earnings on those accounts held by the Trustee under the Indenture which allow earnings to be used for such purposes); (vi) tenant security deposits forfeited by tenants or applied against amounts due from tenants; and business interruption insurance proceeds.

ARTICLE 2 - REPRESENTATIONS AND WARRANTIES

Each of the Guarantors, jointly and severally, make the following representations and warranties which shall be continuing representations and warranties until this Guaranty terminates in accordance with the provisions contained herein:

2.1 Existence and Rights. Each Guarantor is a person of sound mind and body or an entity duly organized under the laws of the state of its organization, and is in good standing thereunder. Each Guarantor has powers and adequate authority, rights and franchises to own its property and to carry on its business as now owned and carried on, and is duly qualified and in good standing in each jurisdiction in which the property owned by it or the business conducted by it makes such qualification necessary, including without limitation, the State, and each Guarantor has the power and adequate authority to make and carry out this Guaranty.

2.2 Guaranty Authorized and Binding. The execution, delivery and performance of this Guaranty are duly authorized, where appropriate, and do not require the consent or approval of any governmental body or other regulatory authority; are not in contravention of, or in conflict with, any law or regulation or any term or provision of the organizational documents of each Guarantor; and this Guaranty is a valid and legally binding obligation of each Guarantor enforceable in accordance with its terms.

2.3 No Conflict. The execution and delivery of this Guaranty are not, and the performance of this Guaranty will not be, in contravention of, or in conflict with, any agreement, indenture or undertaking to which any Guarantor is a party or by which any Guarantor or any of the Guarantor's property is or may be bound or affected and do not, and will not, cause any security interest, lien or other encumbrance to be created or imposed upon any such property.

2.4 Litigation. As of the date of delivery of the Bonds, except as set forth in Exhibit "B" attached hereto, there is no litigation or other proceeding pending or, to the best of each Guarantor's knowledge, threatened against, or affecting, any Guarantor or the Guarantor's properties which, if determined adversely to any Guarantor, would have a materially adverse effect on the financial condition, properties, businesses or operations of any Guarantor, or which prevents or interferes with or adversely affects any Guarantor's entering into this Guaranty or the validity of this Guaranty or the carrying out of the terms hereof, and no Guarantor is in default with respect to any order, writ, injunction, decree or demand of any court or other governmental or regulatory authority.

2.5 Financial Condition. Each Guarantor's financial statements, which have heretofore been submitted in writing by each Guarantor to the Issuer in connection herewith, are true and correct in all material respects as of the date thereof and fairly present the financial condition of such Guarantor for the period covered thereby. As of the date of delivery of the Bonds, since the date of said financial statements, there has been no materially adverse change in any Guarantor's financial condition. As of the date of delivery of the Bonds, the Guarantors have no knowledge of any liabilities, contingent or otherwise, as of the date of their respective financial statements which are not reflected in said financial statements; and, other than in the ordinary course of any Guarantor's business or other than in connection with the Borrower's partnership documents and other documents relating to the subject transaction, the Guarantors have not entered into any commitments or contracts which are not reflected in their respective financial statements or which

may have a materially adverse effect upon any Guarantor's financial condition, operations or business as now conducted.

2.6 Solvency. Each Guarantor is not Insolvent (as defined below) as of the date hereof and the execution and delivery of this Guaranty will not (a) render any Guarantor insolvent under generally accepted accounting principles, (b) leave any Guarantor with remaining assets which constitute unreasonably small capital given the nature of any Guarantor's business, and (c) result in the incurrence of Debts (defined below) beyond any Guarantor's ability, in the Guarantor's reasonable determination, to pay them when and as they mature. For the purposes of this Section, "Insolvent" means that the present fair salable value of assets is less than the amount that will be required to pay the probable liability on existing Debts as they become absolute and matured. For the purposes of this Section, "Debts" includes any legal liability for indebtedness, whether matured or unmatured, liquidated or unliquidated, absolute, fixed or contingent.

2.7 Financial or other Benefit or Advantage. Each Guarantor hereby acknowledges and warrants that each Guarantor has derived or expects to derive a financial or other benefit from the Property.

ARTICLE 3 - AGREEMENTS

3.1 Guaranteed Obligations. Each Guarantor hereby jointly and severally covenants and agrees to advance, or make provisions for such an advance, on the terms set forth below, the funds required to fund Operating Deficits incurred by the Borrower during the Guaranty Period (the "Guaranteed Obligations"). If the Borrower anticipates the need to request the Guarantors to make a payment under this Guaranty to fund an Operating Deficit, the Borrower will promptly notify the Guarantors, in writing, with a copy to the Issuer, the Trustee and the Issuer Servicer of the amount of such Operating Deficit (with a certified statement and supporting documentation to evidence the need to make a payment under this Guaranty). The Guarantors shall promptly provide the Borrower with funds sufficient to pay the amount of such Operating Deficit and promptly upon receipt of such funds, the Borrower shall pay the Project Expenses causing such Operating Deficit. Notwithstanding the foregoing, the Issuer Servicer may submit a request directly to the Guarantors (with a copy of such request to the Trustee, the Issuer and Borrower), on behalf of the Borrower, to make a payment under this Guaranty upon making a determination of the existence of an Operating Deficit.

Failure of the Borrower to provide such a request and/or notice to the Issuer the Trustee or the Issuer Servicer or the failure of the Guarantors to pay such Operating Deficit, shall neither impair nor reduce the Guarantors' obligation to pay any of the Guaranteed Obligations hereunder upon direct written demand by the Issuer or the Trustee, as its assignee or the Issuer Servicer. Upon approval of such request of the Borrower by the Issuer and payment of such Operating Deficit by the Guarantors, the same shall be credited towards the Guaranteed Obligations.

The Trustee, as assignee of the Issuer, shall also be entitled to make a claim under this Guaranty to fund any shortfall in the regular monthly payments under the Note and fees due under the Loan during the Guaranty Period (excluding amounts which may be due solely by acceleration of the Note) by submission of a written demand notice to the Guarantors. After termination of this

Guaranty as provided herein, neither the Trustee, the Issuer, nor any other party shall be entitled to make a claim under this Guaranty.

This is a guaranty of payment and not of collection only, and the obligations hereunder shall be absolute, independent and unconditional under any and all circumstances.

3.2 Third Party Beneficiary. The parties hereto acknowledge that subsequent to the assignment of this Guaranty by the Issuer to the Trustee, the Issuer shall be a third party beneficiary of this Guaranty and shall be entitled to enforce this Guaranty directly against any Guarantor at any time. The Issuer is also entitled to enforce any security agreements additional guaranties or other collateral now or hereafter securing this Guaranty at any time against the person or entity providing such security.

3.3 Further Assurances. Each Guarantor will, at its expense, execute, acknowledge and deliver all such further documentation, instruments and assurances and the like and take all such further action as the Issuer shall reasonably require in order to carry out the intentions or facilitate the provisions of this Guaranty.

3.4 Obligations Absolute. The Guaranteed Obligations shall remain in full force and effect without regard to, and shall not be affected or impaired by the following, any of which may be taken without the consent of, or notice to, the Guarantors, nor shall any of the following give any Guarantor any recourse or right of action against the Issuer:

(a) Any delay, exercise or non-exercise by the Issuer of any right or privilege under this Guaranty;

(b) Any bankruptcy, insolvency, reorganization, composition, adjustment, dissolution, liquidation or other like proceeding relating to any Guarantor, the Borrower, any general partner or any other guarantor (which term shall include any other party at any time directly or contingently liable for any of the Guarantors' obligations under this Guaranty, including without limitation, any general partner or property manager) or any affiliate of the Borrower or any Guarantor, or any action taken with respect to this Guaranty by any trustee or receiver, or by any court, in any such proceeding, whether or not any Guarantor shall have had notice or knowledge of any of the foregoing;

(c) Any assignment or other transfer of this Guaranty in whole or in part;

(d) Any acceptance of partial funding of the Guaranteed Obligations; and

(e) Any subordination, compromise or release of any or all of the property or other collateral, if any, securing any Guarantor's obligations under this Guaranty, or any substitution with respect thereto.

3.5 Waivers. Each Guarantor unconditionally waives the following defenses to the enforcement of this Guaranty (except with respect to Borrower, which shall be entitled to all

notices and rights afforded to it as Borrower under the Loan Documents), including, without limitation:

- (a) All presentments, notices of nonperformance, protests, notices of protest, notices of dishonor, and notices of acceptance of this Guaranty;
- (b) Any right to require the Issuer to proceed against the Borrower or any other guarantor at any time, or to proceed against or exhaust any security held by the Issuer at any time, or to pursue any other remedy whatsoever at any time;
- (c) Any bankruptcy, insolvency, reorganization, composition, adjustment, dissolution, liquidation or other like proceeding relating to the Borrower, or any Guarantor or any affiliate of the Borrower or the Guarantors or any action taken with respect to this Guaranty by any trustee or receiver, or by any court, in any such proceeding, whether or not any Guarantor shall have had notice or knowledge of any of the foregoing;
- (d) Any right any Guarantor might have under the laws of the State to revoke this Guaranty, it being the intention of each Guarantor that this Guaranty remain in full force and effect until termination, as provided herein;
- (e) Any defense based upon an election of remedies by the Issuer, including, without limitation, any remedies which destroy or impair the subrogation rights of any Guarantor to proceed against the Borrower or any general partner for reimbursement or both;
- (f) Any duty of the Issuer to advise any Guarantor of any information known to the Issuer regarding the financial condition of the Borrower or any general partner and all other circumstances affecting the ability of the Borrower or any general partner to perform its obligations to the Issuer, it being agreed that each Guarantor assumes the responsibility for being and keeping informed regarding such conditions or any such circumstances; and
- (g) Any rights to enforce any remedy which the Issuer now has or may hereafter have against the Borrower, or any general partner and any benefit of, and any right to participate in, any security now or hereafter held by the Issuer.

3.6 Subrogation. Notwithstanding any other provision of this Guaranty to the contrary and until all obligations of the Guarantors hereunder have been paid in full or terminated in accordance with the terms hereof, each Guarantor hereby waives any claim or other rights which such Guarantor may now have or hereafter acquire against any other guarantor of all or any of the obligations of any Guarantor under this Guaranty, including, without limitation, any right of subrogation, reimbursement, exoneration, contribution or indemnification, any right to participate in any claim or remedy of the Issuer against the Borrower, any general partner or any Guarantor or any collateral which the Issuer now has or hereafter acquires, whether or not such claim, remedy or right arises in equity or under contract, statute or common law, by any payment made hereunder or otherwise, including, without limitation, the right to take or receive from the Borrower, any general partner or any Guarantor, directly or indirectly, in cash or other property or by set off or in any other manner, payment or security on account of such claim or other rights; provided that

as long as no amount is due hereunder, a Guarantor shall be entitled to receive and retain amounts due from another Guarantor.

3.7 Additional Waivers. No Guarantor shall be released or discharged, either in whole or in part, by the Issuer's failure or delay to (a) perfect or continue the perfection of any lien or security interest in any collateral which secures the obligations of any other guarantor, or (b) protect the property covered by such lien or security interest.

3.8 Dealings with Parties. The Issuer shall have complete discretion, without giving notice to or obtaining the consent of any Guarantor, the Borrower (except as may be required under the other Loan Documents with respect to the Borrower) and each other person or entity who now is or after the date hereof becomes liable in any manner for any of the Guarantors' obligations under this Guaranty, in such manner as the Issuer shall decide, and accordingly each Guarantor grants to the Issuer full authority, in its sole discretion, whether before or after termination of this Guaranty, to do any and all of the following, without limiting the generality of the foregoing: extend credit, make loans and afford such financial accommodation to the Borrower or any general partner at such times, in such amounts and on such terms as the Issuer may approve; vary the terms or alter, compromise, accelerate and grant extensions or renewals of time or manner of payment of any present or future obligations under this Guaranty, assign or transfer this Guaranty or any other instrument evidencing or securing the obligations under this Guaranty in whole or in part; vary, exchange, release or discharge, wholly or partially, the Borrower or any general partner or any other guarantor or obligor of the obligations under this Guaranty, and compromise or make any settlement or other arrangement with the Borrower, any general partner and/or any other guarantor, and if the obligations under this Guaranty are now or hereafter secured, exchange, substitute or release in part or in full all of the security given for the payment and performance of any of the Guarantors' obligations under this Guaranty.

3.9 Bankruptcy No Discharge; Repayments. So long as any of the Guaranteed Obligations shall be owing to the Issuer, no Guarantor shall, without the prior written consent of the Issuer, as applicable, commence or join with any other party in commencing any bankruptcy, reorganization or insolvency proceedings of or against the Borrower or any manager. Each Guarantor understands and acknowledges that by virtue of this Guaranty, each Guarantor has specifically assumed any and all risks of a bankruptcy or reorganization case or proceeding with respect to the Borrower and any manager. As an example and not in any way of limitation, a subsequent modification of the Guaranteed Obligations in any reorganization case concerning the Borrower or any general partner shall not affect the obligation of any Guarantor to pay and perform the Guaranteed Obligations in accordance with their respective original terms. If claim is ever made upon the Issuer for repayment of any amount or amounts received by the Issuer in payment of the obligations under this Guaranty (whether or not all or any part of such payment is subsequently invalidated, declared to be fraudulent or preferential, set aside or required to be repaid by the Issuer) and the Issuer repays all or any part of said amount, then, notwithstanding any revocation or termination of this Guaranty or any other instrument evidencing the Guaranteed Obligations, each Guarantor shall be and remain liable to the Issuer for the amount so repaid by the Issuer, to the same extent as if such amount had never originally been received by the Issuer.

3.10 Subordination. So long as any of the obligations of any Guarantor hereunder remain unpaid or undischarged, each Guarantor agrees that any and all claims it may have against the Borrower shall be and hereby are subordinated to the Guaranteed Obligations. Any indebtedness of the Borrower to any Guarantor shall be collected and received by the Trustee as trustee for the Issuer and be paid over to the Issuer on account of the Guaranteed Obligations of the Guarantors to the Issuer, upon demand by the Issuer.

Notwithstanding the foregoing, as long as no default exists under the Loan Documents (as defined herein) and no payment is due and owing hereunder, the Guarantors shall be entitled to retain any payments to which they are entitled under the Partnership Agreement, construction contract, management agreement or development agreement with or establishing the Borrower, including any fee or distribution.

3.11 Independent and Separate Obligations. The obligations of each Guarantor hereunder are independent of any obligation of the Borrower or any general partner and, in the event of any default hereunder, a separate action or actions may be brought and prosecuted against any or all Guarantors whether or not such Guarantor is the alter ego of the Borrower, any general partner, or any other guarantor. The Issuer's rights hereunder shall not be exhausted until the conditions to termination in Section 4.6 below have been satisfied.

3.12 Setoff. The Issuer shall have a right of setoff against, and each Guarantor hereby grants a security interest in, all moneys, securities and other property of such Guarantor now or hereafter in the possession of, or on deposit with the Issuer or the Trustee, whether held in a general or special account or deposit, or for safekeeping or otherwise. Such right is in addition to any right of setoff the Issuer may have by law. After an event of default hereunder which has not been cured within any applicable grace or cure period, all rights of setoff may be exercised without any further notice or demand to any Guarantor. No right of setoff shall be deemed to have been waived by any act or conduct on the part of the Issuer, or by any neglect to exercise such right of setoff, or by any delay in doing so. Every right of setoff shall continue in full force and effect until the expiration or termination of this Guaranty.

3.13 Payments. No Guarantor shall be credited for the funding of any of the Guaranteed Obligations unless and until the Borrower has delivered either (i) to the Issuer and the Trustee written acknowledgment of receipt of the required payment in immediately available funds from such Guarantor after a demand has been made by the Issuer or the Trustee pursuant to this Guaranty or (ii) the required payment to the Trustee in immediately available funds. Each Guarantor agrees that whenever a Guarantor shall pay any amount to the Issuer hereunder on account of the liability hereunder, such Guarantor will deliver such payment to the Borrower with a copy of such evidence of payment and notice to the Issuer and the Trustee at the addresses provided in Section 4.1 below. Each Guarantor understands that the Borrower and/or each general partner may have obligations to the Issuer with respect to the Property, and that those obligations are in addition to the Guarantors' obligations under this Guaranty.

3.14 Financial Statements. During the term of this Guaranty, at the request of the Issuer, each Guarantor covenants and agrees to provide the Issuer, on or before May 31 of each year, with (1) audited financial statements prepared in accordance with accounting principles generally

accepted in the United States which include the auditor's report, a comparative balance sheet with current year and prior year balances, statement of revenue and expenses, a statement of changes in financial position, a statement of cash flows, and notes; or (2) if an audited financial statement has not been prepared, a federal income tax return filed for the most recently completed year; or (3) for individual Guarantors, if an audited financial statement is not available, a financial statement certified as true and complete without qualification by such Guarantor and a copy of the most recently filed individual federal income tax return; and (4) such other statements as may be required by the Issuer. Each Guarantor further covenants and agrees to immediately notify the Issuer of any material adverse change in such Guarantor's financial condition.

The Borrower agrees to pay the Issuer Servicer's fees (as extraordinary loan servicing services) for the Issuer Servicer's review of financial statements in any year in which any payments are demanded and/or made by the Guarantors under this Guaranty.

3.15 Governing Law/Consent to Jurisdiction. This Guaranty shall be governed by and construed in accordance with the laws of the State of Florida applicable to contracts entered into and entirely to be performed therein. Each Guarantor hereby irrevocably submits and consents to the jurisdiction of the courts of the State of Florida and of the United States District Court for the district in which the Property is located in connection with any action, suit or other proceeding arising out of or relating to this Guaranty or any action taken or omitted hereunder. If any Guarantor served in accordance with applicable law should fail to appear or answer within the time prescribed by law, then such Guarantor shall be deemed in default and judgment may be entered against such Guarantor for the amount or other relief as demanded in any summons, complaint or other process so served. Each Guarantor agrees that a final judgment in any such action, suit or proceeding shall be conclusive and may be enforced in other jurisdictions by suit on the judgment or in any other manner provided by law.

ARTICLE 4 - MISCELLANEOUS

4.1 Notices. All notices, requests, demands, consents, and other communications required or permitted to be given or made hereunder shall be in writing and shall be deemed to have been duly given if telecopied or mailed, certified first class mail, postage prepaid, return receipt requested, to the party to whom the same is so given or made, at the telecopy number or address of such party as set forth below, which telecopy number or address may be changed by notice to the other parties hereto duly given pursuant hereto:

Issuer: Osceola County Housing Finance Authority
c/o Governmental Management Services – Central Florida, LLC
219 East Livingston Street
Orlando, Florida 32801
Attention: George Flint
Email: gflint@gmscfl.com
Telephone: 407-841-5524

with a copy to: Latham, Luna, Eden & Beaudine, LLP
201 South Orange Avenue, Suite 1400

Orlando, Florida 32801
Attention: Jan A. Carpenter, Esq.
Email: jcarpenter@lathamluna.com
Telephone: (407) 481-5800

Guarantors: San Jose Preservation, Ltd.
San Jose Preservation GP LLC
Lincoln Avenue Capital LLC
San Jose Developer LLC
Jeremy Bronfman 2014 Revocable Trust
Jeremy Bronfman
c/o Lincoln Avenue Capital
401 Wilshire Blvd., Suite 1070
Santa Monica, CA 90401
Attention: Russell Condas
Email: rcondas@linconavecap.com
Attention: Hanna Jamar, Esq.
Email: Hanna@lincolnavecap.com

with a copy to: Cohen & Liuzzo, PLLC
169 Madison Ave., Suite 15054
New York, NY 10016
Attention: Eleor Cohen, Esq.
Email: ecohen@cohenliuzzo.com
Telephone: (347) 886-4118

with a copy to: Stearns Weaver Miller Alhadeff & Sitterson, P.A.
150 W. Flagler Street
Miami, FL 33130
Attention: Brian McDonough, Esq.
Email: bmcdonough@stearnsweaver.com
Telephone: (305) 789-4107

Trustee: The Bank of New York Mellon Trust Company, N.A.
Attention: Corporate Trust Department
4655 Salisbury Road, Suite 300
Jacksonville, FL 32256
Attention: Lori Cardey
Email: Lori.Cardey@bnymellon.com
Telephone: (904) 645-1982

with a copy to: Akerman LLP
50 N. Laura Street, Suite 3100
Jacksonville, FL 32202
Attention: Tim Bramwell, Esq.

Email: tim.bramwell@akerman.com
Telephone: (904) 598-8633

Notwithstanding the foregoing, notice by email shall be ineffective as notice under this Guaranty and the Land Use Restriction Agreement. Any party may change said address by giving the other parties hereto written notice of such change of address in accordance with the foregoing provisions.

4.2 Expenses. Each Guarantor agrees to pay all reasonable costs and expenses, including reasonable legal fees, which may be incurred by the Issuer in any effort to collect or enforce any of the obligations of the Guarantors hereunder, whether or not any lawsuit is filed, including, without limitation, all costs and legal fees incurred by the Issuer in any bankruptcy proceeding (including, without limitation, any action for relief from the automatic stay of any bankruptcy proceeding) and in any judicial or nonjudicial foreclosure action.

4.3 Amendments; Successors. Neither this Guaranty nor any term hereof may be changed, waived, discharged or terminated orally, but only by an instrument in writing signed by the party against which enforcement of the change, waiver, discharge or termination is sought, subject to the prior written consent of the Issuer. All of the terms of this Guaranty shall be binding upon and inure to the benefit of the parties hereto and their respective successors and assigns, except that no Guarantor shall have the right to assign any of such Guarantor's rights or obligations under this Guaranty. All remedies of the Issuer are cumulative. When the context in which the words are used in this Guaranty indicates that such is the intent, words in the singular number shall include the plural and vice-versa. If any one or more of the provisions of this Guaranty should be determined to be illegal or unenforceable, all other provisions shall remain effective. No delay or failure by the Issuer to exercise any remedy against any Guarantor will be construed as a waiver of that right or remedy. If more than one person or entity executes this Guaranty as Guarantor, the obligations hereunder shall be joint and several.

4.4 Assignability by the Issuer. The Issuer may, at any time and from time to time, assign, conditionally or otherwise, all of the rights of the Issuer under this Guaranty, whereupon such assignee shall succeed to all rights of the Issuer hereunder. The Issuer may, at any time and from time to time, assign, conditionally or otherwise, all of the rights of the Issuer under this Guaranty, whereupon such assignee shall succeed to all rights of the Issuer hereunder to the extent that such rights may be assigned to it. The Issuer may give written notice to the Guarantors of any such assignment, but any failure to give, or delay in giving, such notice shall not affect the validity or enforceability of any such assignment.

4.5 Demands. Each demand by the Issuer for performance or payment hereunder shall be in writing and shall be made in the manner set forth in Section 4.1 hereof. Interest shall accrue at the Default Interest Rate on all sums not paid by any Guarantor to The Issuer within three (3) business days after demand.

4.6 Term. The obligations of each Guarantor under this Guaranty and any instrument which grants collateral to secure such obligations shall continue in full force and effect until the expiration of the Guaranty Period and the Guarantors have fully performed all of the Guaranteed Obligations and paid all other amounts payable hereunder in accordance with the terms of this

Guaranty and the period of time has expired during which any payment received by The Issuer hereunder or any act performed by any Guarantor may be determined to be a preferential or fraudulent transfer under the United States Bankruptcy Code or other similar applicable laws.

4.7 Complete Agreement. This Guaranty supersedes any prior negotiations, discussions or communications between the Guarantors and the Issuer (other than the Loan Documents) and together with the Loan Documents constitutes the entire agreement between the Issuer and the Guarantors with respect to the Guaranteed Obligations.

4.8 Counterparts. This Guaranty may be executed in one or more counterparts, each of which taken together shall constitute one and the same instrument.

4.9 Advice of Counsel. Each Guarantor represents and acknowledges to The Issuer that each Guarantor has consulted with its attorneys regarding the terms and conditions and waivers set forth in this Guaranty. Each Guarantor's attorneys has advised such Guarantor of the true legal consequences of each waiver set forth in this Guaranty, including the rights each Guarantor would have in the absence of such waivers.

4.10 Waiver of Jury Trial. THE ISSUER AND THE GUARANTORS HEREBY KNOWINGLY, VOLUNTARILY AND INTENTIONALLY WAIVE THE RIGHT EITHER MAY HAVE TO A TRIAL BY JURY IN RESPECT OF ANY LITIGATION BASED HEREON, OR ARISING OUT OF, UNDER OR IN CONNECTION WITH THIS GUARANTY AND ANY AGREEMENT CONTEMPLATED TO BE EXECUTED IN CONJUNCTION HERewith, OR ANY COURSE OF CONDUCT, COURSE OF DEALING, STATEMENTS (WHETHER VERBAL OR WRITTEN) OR ACTIONS OF EITHER PARTY. THIS PROVISION IS A MATERIAL INDUCEMENT FOR THE ISSUER ENTERING INTO THE LOAN AND ACCEPTING THIS GUARANTY.

**COUNTERPART SIGNATURE PAGE FOR
CONTINUING, ABSOLUTE AND UNCONDITIONAL
GUARANTY OF OPERATING DEFICITS**

San Jose Apartments

IN WITNESS WHEREOF, the Guarantors have caused this Guaranty to be executed as of the date first set forth above.

SAN JOSE PRESERVATION, LTD., a Florida
limited partnership

By: SAN JOSE PRESERVATION GP LLC, a
Delaware limited liability company, its
general partner

By: _____
Russell Condas, Vice President

**COUNTERPART SIGNATURE PAGE FOR
CONTINUING, ABSOLUTE AND UNCONDITIONAL
GUARANTY OF OPERATING DEFICITS**

San Jose Apartments

IN WITNESS WHEREOF, the Guarantors have caused this Guaranty to be executed as of the date first set forth above.

SAN JOSE PRESERVATION GP LLC, a Delaware
limited liability company

By: _____
Jeremy Bronfman, Manager

**COUNTERPART SIGNATURE PAGE FOR
CONTINUING, ABSOLUTE AND UNCONDITIONAL
GUARANTY OF OPERATING DEFICITS**

San Jose Apartments

IN WITNESS WHEREOF, the Guarantors have caused this Guaranty to be executed as of the date first set forth above.

LINCOLN AVENUE CAPITAL LLC, a
Delaware limited liability company

By: _____
Jeremy Bronfman, Manager

**COUNTERPART SIGNATURE PAGE FOR
CONTINUING, ABSOLUTE AND UNCONDITIONAL
GUARANTY OF OPERATING DEFICITS**

San Jose Apartments

IN WITNESS WHEREOF, the Guarantors have caused this Guaranty to be executed as of the date first set forth above.

SAN JOSE DEVELOPER LLC, a Delaware
limited liability company

By: _____
Jeremy Bronfman, Manager

**COUNTERPART SIGNATURE PAGE FOR
CONTINUING, ABSOLUTE AND UNCONDITIONAL
GUARANTY OF OPERATING DEFICITS**

San Jose Apartments

IN WITNESS WHEREOF, the Guarantors have caused this Guaranty to be executed as of the date first set forth above.

JEREMY BRONFMAN 2014
REVOCABLE TRUST

By: _____
Jeremy Bronfman

**COUNTERPART SIGNATURE PAGE FOR
CONTINUING, ABSOLUTE AND UNCONDITIONAL
GUARANTY OF OPERATING DEFICITS**

San Jose Apartments

IN WITNESS WHEREOF, the Guarantors have caused this Guaranty to be executed as of the date first set forth above.

By: _____
Jeremy Bronfman

**ASSIGNMENT OF
CONTINUING, ABSOLUTE AND UNCONDITIONAL
GUARANTY OF OPERATING DEFICITS
TO TRUSTEE BY THE ISSUER**

(San Jose Apartments)

ASSIGNMENT

OSCEOLA COUNTY HOUSING FINANCE AUTHORITY, a public body corporate and politic duly created, organized and existing under the laws of the State of Florida, hereby assigns all of its rights to and under this Continuing, Absolute and Unconditional Guaranty of Operating Deficits to THE BANK OF NEW YORK MELLON TRUST COMPANY, N.A., as Trustee under the within-described Indenture.

OSCEOLA COUNTY FINANCE AUTHORITY

By: _____
Duane Owen, Chairman

EXHIBIT “A”

LEGAL DESCRIPTION

(San Jose Apartments)

EXHIBIT “B”

PENDING LITIGATION SCHEDULE

(TO BE PROVIDED/UPDATED/REVISED)

SECTION J

EXHIBIT J
COMPLIANCE MONITORING AGREEMENT

COMPLIANCE MONITORING AGREEMENT

San Jose Apartments

THIS COMPLIANCE MONITORING AGREEMENT (the "Agreement") is made as of _____ 1, 2025, by and among OSCEOLA COUNTY HOUSING FINANCE AUTHORITY, a public body corporate and politic duly created, organized and existing under the laws of the State of Florida (together with its successors and assigns, the "Issuer") SELTZER MANAGEMENT GROUP, INC., a Florida corporation (the "Compliance Monitoring Agent"), THE BANK OF NEW YORK MELLON TRUST COMPANY, N.A., as Trustee (the "Trustee"), and SAN JOSE PRESERVATION, LTD., a Florida limited partnership (the "Borrower").

W I T N E S S E T H :

WHEREAS, all capitalized terms in this Agreement not otherwise defined herein shall have the meanings set forth in the Land Use Restriction Agreement, the Indenture and/or the Loan Agreement (as such terms are hereinafter defined), as applicable; and

WHEREAS, pursuant to the Act, the Issuer and Borrower have entered into that certain Loan pursuant to the terms of the Loan Agreement between Issuer and Borrower dated as of _____ 1, 2025 (the "Loan Agreement"), the terms of which are hereinafter incorporated by this reference, under which Issuer has agreed to make a loan in the original principal amount of TWENTY-SEVEN MILLION FIVE HUNDRED THOUSAND AND NO/100 DOLLARS (\$27,500,000) (the "Loan") to Borrower for the acquisition, construction and permanent financing of that certain 121-unit multifamily rental housing development and related personal property and equipment, located at 2353 Winter Woods Blvd., Winter Park, FL 32792 on land within Seminole County, Florida, the legal description for which is set forth in Exhibit "A" attached hereto and incorporated herein by this reference (the "Land"), known as San Jose Apartments (the "Property"), to be occupied or reserved for occupancy (at least partially) by individuals of low income within the meaning of Section 142(d) of the Internal Revenue Code of 1986, as amended, for the public purpose of assisting persons or families of low, moderate or middle income within the State to afford the cost of decent, safe and sanitary housing; and

WHEREAS, in order to provide the funds with which to make the Loan to Borrower, Issuer has authorized the issuance of its \$27,500,000 Osceola County Housing Finance Authority Multifamily Housing Revenue Bonds, 2025 Series B (San Jose Apartments) (the "Bonds") pursuant to a Trust Indenture dated as of _____ 1, 2025, by and between Issuer and the Trustee (the "Indenture"), the terms of which are incorporated herein by this reference; and

WHEREAS, as a condition to Issuer making the Loan to Borrower and pursuant to the requirements of the Loan and the Indenture, Issuer, the Trustee and Borrower have executed a Land Use Restriction Agreement dated as of _____ 1, 2025 (the "Land Use Restriction Agreement"), the terms of which are incorporated herein by this reference, setting forth certain terms and conditions relating to the acquisition of the Land and the construction and operation of the Property and which sets forth various other covenants and agreements that run with the land on which the Property is located; and

WHEREAS, the Compliance Monitoring Agent has represented and warranted that it is duly qualified and authorized to engage in the business of administering loans of the type of the Loan referred to herein and the Compliance Monitoring Agent has further represented and warranted that its accounts and deposits are and will continue to be deposited with a financial institution eligible to be insured by the Federal Deposit Insurance Corporation ("FDIC"); and

WHEREAS, the Compliance Monitoring Agent shall act as agent of the Issuer in performing certain functions under the Loan Agreement, the Indenture, and the Land Use Restriction Agreement and shall monitor tenant eligibility with respect to the Property subject to the terms and conditions hereinafter set forth.

NOW, THEREFORE, in consideration of the mutual covenants herein contained, Ten Dollars (\$10) and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties agree as follows:

1. DEFINITIONS. The following definitions shall apply as context may require in this Agreement. In addition, the capitalized words and terms used herein which are not otherwise defined herein shall have the same meanings ascribed to them in the Loan Agreement, the Indenture and/or the Land Use Restriction Agreement, as applicable.

A. "Desk Top Audit" - An audit of those tenant files selected by the Compliance Monitoring Agent, at the Compliance Monitoring Agent's sole discretion, to be performed at the Compliance Monitoring Agent's office.

B. "Improvements" - All improvements described in the plans for the Property (the "Plans") and all additions and equipment reasonably necessary to construct, equip, renovate, operate and rent the Property, including all amenities. Without limiting the foregoing, the term Improvements shall include all landscaping, walls, drives, approaches, sidewalks, curbs, paving and all chattels, furniture, furnishings and equipment described in the Plans.

C. "Issuer Documents" - Collectively, this Agreement, the Note, the Indenture, the Mortgage, the Land Use Restriction Agreement, the Loan Agreement, the Borrower Documents and all other documents and instruments evidencing, securing or guaranteeing payment of the Loan, or any portion thereof.

D. Reserved.

E. "Management Company" - A firm selected by the Borrower and approved by Issuer to oversee the operation and management of the Property; and shall mean the Borrower in any event wherein the Management Company is required to perform any obligations under this Agreement.

F. "Property" - The real property described in Exhibit "A", which is attached hereto and by this reference made a part hereof, and the Improvements.

G. "Title Insurance Policy" - Policy issued pursuant to mortgagee title insurance File No. 55591 issued by First American Title Insurance Company and all endorsements issued as required by this Agreement as of the date of reference.

2. TERM. This Agreement shall continue from the earlier of the date of this Agreement or from the date the Compliance Monitoring Agent shall begin compliance monitoring for the Issuer until occurrence of the first of the following events:

- A. The later of the end of the Property's Qualified Project Period, or until no Bonds remain outstanding.
- B. Termination of this Agreement as to the Compliance Monitoring Agent pursuant to Paragraph 12 hereof.

3. COMPLIANCE SERVICING OF THE LOAN. The Compliance Monitoring Agent shall service the Loan in accordance with all of the representations, warranties and agreements set forth in this Agreement, the Indenture, the Land Use Restriction Agreement and the Loan Agreement. The Compliance Monitoring Agent shall exercise the same degree of care in servicing the Security Instrument as is customary for financial institutions which service real property loans for their own portfolios and on behalf of others.

The Issuer agrees that it shall do and perform all things reasonably necessary to assist the Compliance Monitoring Agent in servicing the Loan.

4. CONSTRUCTION LOAN SERVICING. The Compliance Monitoring Agent shall be responsible for monitoring the submission and progress of the construction draws, pursuant to the Loan Documents, as follows:

- 1. Establishing servicing files for the Property that shall contain copies of all documents and reports pertaining to the Property that are provided to the Compliance Monitoring Agent. The Compliance Monitoring Agent shall maintain the files until such time as the Loan has been paid in full, unless otherwise directed in writing by Issuer.
- 2. Receive and Review each Draw Request from the Borrower. The Compliance Monitoring Agent shall review for the following material conditions:
 - A. The Borrower, or its designee, has furnished the Compliance Monitoring Agent with an affidavit stating whether the Borrower has been served with any written notice that a lien may be claimed for any amounts by any person or entity furnishing materials or performing labor of any kind in the construction process of the Property through the date of the previous disbursement. The affidavit shall include copies of the notices of any liens. In the event a lien has been filed against the property, the Compliance Monitoring Agent shall require that such lien be satisfied, escrowed or bonded before approving a Draw Request.

- B. The Borrower has procured proper construction lien waivers including, but not limited to, a contractor's affidavit or bonds from the general contractor and all subcontractors which have provided statutory "Notice to Owner" to the Compliance Monitoring Agent, but have not yet filed lien waivers, through the date of the previous disbursement.
 - C. The Borrower has furnished the Compliance Monitoring Agent satisfactory evidence that the undisbursed proceeds of the Loan and other available and committed sources shall be sufficient to pay the cost of completing the construction of the Property as required by the Loan Documents.
 - D. The construction of the Property is not in violation of the Land Use Restriction Agreement or any covenants, restrictions, codes, or zoning ordinances affecting the Property.
 - E. The Borrower has provided the Compliance Monitoring Agent with a monthly title endorsement indicating that there has been no change in the state of title to the Property since the issuance of the policy, except as otherwise approved by the financing parties to the extent approval is required.
 - F. An authorized officer of the Borrower has executed each Draw Request. The names and signatures of the officers of the Borrower who are authorized to execute Draw Requests shall be provided to Issuer and the Issuer Servicer prior to the commencement of Draw Requests and immediately following any change(s) in officers.
 - G. A draw approval from the Borrower's engineer or architect, which indicates that work has been accomplished in accordance with the Plans so as to entitle the Borrower to the Draw Request, accompanies each Draw request.
 - H. Any change orders are within the scope of the Plans and in compliance with Issuer's rules.
 - I. A draw approval from all other Lenders funding the draw.
3. Upon request by Issuer, perform an analysis of disbursements from any escrow account.
 4. At closing, verify the adequacy of all insurance policies as to dollar amount and types of coverage, and ensure that Issuer is named as loss payee, and additional insured, as applicable. Track the renewal or anniversary premium payment dates of all insurance policies. Notify Issuer, in writing, of any potential

coverage lapses 60 days prior to policy termination, and of any coverage lapses, policy terminations or expirations.

5. In the event of a loss, the Compliance Monitoring Agent shall review and disburse the insurance proceeds as described herein, subject to the Loan Documents. Compensation for managing insurance proceeds in the event of a loss shall be at the hourly rates for extraordinary services as set forth in Paragraph 5 herein.
6. The Compliance Monitoring Agent shall conduct physical inspections of the Property at Issuer's request, and notify Issuer of any deficiencies found and recommend corrections.
7. Track the Property's status of completion and operating deficits, if any, and report to Issuer in writing the adequacy of existing collateralization, such as a guarantee and/or letter of credit, on a semi-annual basis. Upon request of the Borrower, the Compliance Monitoring Agent shall be responsible for recommending, in writing, to Issuer and the Trustee the release of the collateralization and the guarantee (according to the terms specified in the bond documents, if applicable), if all conditions outlined for release have been satisfied, or for recommending the continuation of the collateralization, if the satisfaction of the terms of the guarantee and/or bond documents, as applicable, have not been met, as determined by the Compliance Monitoring Agent.
8. Upon completion of the Improvements, the Compliance Monitoring Agent shall retain the Architect's Certificate of Substantial Completion or similar evidence of completion acceptable to the Compliance Monitoring Agent.

5. COMPENSATION OF THE COMPLIANCE MONITORING AGENT. The Borrower shall pay to the Trustee the Compliance Monitoring Fee, for payment to the Compliance Monitoring Agent for the services rendered by the Compliance Monitoring Agent hereunder on the semi-annual dates established in the Loan Agreement, in the following amounts in accordance with the following provisions:

A. Borrower shall pay a semi-annual amount based on a monthly base compliance monitoring fee of \$193.00 plus an additional annual \$11.89 per set-aside unit, with a minimum monthly compliance monitoring fee of \$303.00. On January 1 of each year, the base fee, the minimum fee and the additional fee per set-aside unit shall be adjusted, but not decreased, based on the South Region Consumer Price Index for the twelve month period ending each November 30th. This automatic increase shall not exceed 3% of the prior year's fees.

An additional fee of \$210.00 per hour shall be paid by Borrower for follow-up reviews and/or extraordinary compliance monitoring services.

The Compliance Monitoring Fee, as defined in the Loan Agreement, shall be subject to adjustment in the event of an increase in the fees payable to the Compliance Monitoring Agent. The Compliance Monitoring Fee does not, however, include any extraordinary fees, costs and expenses that may be incurred by Issuer or the Compliance Monitoring Agent.

In the event additional monitoring or servicing duties are required to assure compliance with applicable laws and regulations governing the program(s), as may be amended from time to time, and as reasonably determined by Issuer, the Borrower agrees to pay the Compliance Monitoring Agent increased fees for compliance monitoring if the scope of work is expanded due to any regulatory changes. Upon request of Issuer, the Borrower agrees to enter into an amendment to this Agreement and/or the Land Use Restriction Agreement, to document the payment of the Loan and any compliance monitoring fees due under this Agreement.

In the event the Bonds are retired prior to the end of the Property's Qualified Project Period as extended, the annual compensation of the Compliance Monitoring Agent for the remainder of the term of the Qualified Project Period as extended, shall be payable annually, in advance by the Borrower directly to the Compliance Monitoring Agent.

B. Construction Oversight Services.

(1) Borrower shall pay directly to the Compliance Monitoring Agent for Construction Oversight Services a construction servicing fee of \$210.00 per hour.

(2) The Issuer Servicer's rights to compensation hereunder for construction oversight servicing shall cease upon the occurrence of any of the lien-fee completion of construction.

(3) For so long as the Bonds are outstanding, any fees hereunder not paid by the Borrower may be paid by the Trustee (from amounts available under the Indenture) and charged against the Loan unless Borrower gives Trustee notice that such fees are disputed.

C. Extraordinary Fees. The Issuer Servicer's fees set forth in this Section do not, however, include any extraordinary fees, costs and expenses that may be incurred by the Issuer Servicer or the Issuer. In the event additional monitoring or servicing duties are required to assure compliance with applicable laws and regulations governing the tax-exempt bond program(s), as may be amended from time to time, and as reasonably determined by the Issuer, the Borrower agrees to pay the Issuer Servicer increased fees if the scope of work is expanded due to any regulatory changes.

D. The Compliance Monitoring Agent's rights to compensation hereunder shall cease upon the occurrence of any of the following events:

(1) the later of: (a) the end of the Property's Qualified Project Period (as extended, when applicable) or (b) until the Bonds are no longer outstanding;

(2) notification by the Trustee or by the Issuer to the Compliance Monitoring Agent that its services or this Agreement shall be terminated by the Issuer or the Trustee with the Issuer's consent, with or without cause, and a successor Compliance Monitoring Agent is not appointed by the Issuer.

E. For so long as the Bonds are outstanding, any fees not paid by the Borrower may be paid by the Trustee (from amounts under the Loan Agreement) and charged against the Loan, unless Borrower gives the Trustee notice that such fees are in dispute.

6. **INSURANCE TO BE MAINTAINED BY THE COMPLIANCE MONITORING AGENT.** The Compliance Monitoring Agent shall maintain at all times during the existence of this Agreement, at its own expense, blanket fidelity insurance and errors and omissions insurance covering the Compliance Monitoring Agent's officers and employees and other persons acting on behalf of the Compliance Monitoring Agent relating to the Compliance Monitoring Agent's performance of this Agreement. The amount of coverage of such policies shall be at least equal to the coverage that would be required by Fannie Mae with respect to the Compliance Monitoring Agent if the Compliance Monitoring Agent were servicing mortgage loans for Fannie Mae relating to the Compliance Monitoring Agent's performance of its obligations under this Agreement. All such policies of insurance shall be issued by an insurance company, with coverage satisfactory to the Issuer and the Compliance Monitoring Agent and shall name the Issuer and the Trustee as the insured under said policies.

7. **NOTIFICATION TO THE ISSUER AND THE TRUSTEE.** The Compliance Monitoring Agent shall promptly notify the Issuer, the Borrower, and the Trustee in writing of any of the following which may come to the attention of the Compliance Monitoring Agent with respect to the Security Instrument:

A. Any failure of the Borrower to perform any covenant of obligation, applicable to it, under the Loan Documents (of which the Compliance Monitoring Agent has knowledge) if such failure continues for a period of thirty (30) days, or beyond any applicable cure period, if so provided in any Loan Document.

B. Abandonment of the Property.

C. Any lack of repair or the deterioration or waste suffered or committed in respect to the Property.

D. Any other matter which would adversely or materially affect or result in diminution of value of the security described herein and in the Security Instrument.

E. Any loss or damage by fire or any hazard to the mortgaged property requiring repairs costing in excess of TWENTY-FIVE THOUSAND AND 00/100 (\$25,000.00) DOLLARS to restore the Property of its condition prior to such loss or damage.

8. **DEFAULT OF BORROWER.** The Compliance Monitoring Agent shall not at any time, without the express written consent of the Issuer and the Trustee, consent to a postponement

of compliance on the part of the Borrower with any of the terms and provisions of the Indenture, the Security Instrument, or any other Loan Document, or in any manner grant an extension or waiver to the Borrower.

9. FORECLOSURE. The Compliance Monitoring Agent, in case of an Event of Default beyond any applicable cure or notice period therein, hereby agrees to proceed under the direction and written authorization of the Trustee or Issuer, if such direction is given to the Compliance Monitoring Agent. In such case, the Compliance Monitoring Agent shall be paid based on the fee for extraordinary services.

10. REPRESENTATIONS OF THE COMPLIANCE MONITORING AGENT. The Compliance Monitoring Agent covenants, warrants and represents to the Issuer and the Borrower as follows:

A. The Compliance Monitoring Agent is a duly organized corporation under the laws of the State of Florida and is in good standing; that it is authorized to execute, deliver and perform this Agreement and all other documents and agreements required hereunder, and in so doing, that it will not violate any law, any provision of its charter or bylaws or any other agreement or instrument binding upon it.

B. The Compliance Monitoring Agent shall comply with all applicable laws and the provisions of the Loan Documents, as applicable.

C. The Compliance Monitoring Agent shall cause any funds advanced to the Compliance Monitoring Agent by the Trustee under this Agreement to be deposited with a financial institution the deposits of which are insured by FDIC or by any successor agency or instrumentality of the United States government; and will cause such financial institution to designate said funds as escrow funds for the benefit of the Trustee; and will cause such financial institution or execute an agreement providing that it will not exercise any powers of right of offset or banker's lien against such escrow funds.

D. The Compliance Monitoring Agent hereby waives and releases any lien or encumbrances which it might at any time have or be able to claim against any property or funds held by the Trustee or the Issuer, except monies on deposit in any administrative expense account, fee account, or fund and available for such payment under the Loan Agreement.

11. BORROWER'S REPRESENTATIONS AND WARRANTIES. The Borrower represents and warrants to the Compliance Monitoring Agent that it may rely on the representations and warranties made by Borrower to the Issuer as set forth in the Indenture, the Land Use Restriction Agreement and the Security Instrument.

12. COVENANTS OF THE BORROWER. The Borrower covenants and agrees with the Issuer, the Trustee and the Compliance Monitoring Agent as follows:

A. Right of Entry. The Borrower shall permit the Issuer, the Trustee and the Compliance Monitoring Agent and their authorized employees, agents or representatives to enter

upon the Property after reasonable prior notice during normal business hours to inspect the Improvements and all books and records related to the Property of the Borrower and will cooperate with the Issuer, the Compliance Monitoring Agent, the Trustee and its representatives to enable them to perform their functions hereunder. It is expressly agreed that any inspection made by the Issuer, the Trustee and the Compliance Monitoring Agent, or their representatives shall be made solely and exclusively for the protection and benefit of each of them and neither the Borrower nor any third party shall be entitled to claim, any loss or damage either against the Issuer, the Trustee and the Compliance Monitoring Agent, or their employees, agents or representatives for failure to properly discharge any alleged duties of the Issuer, the Trustee and the Compliance Monitoring Agent, and they shall have no duty to make such inspections.

B. Additional Documents. The Borrower agrees to execute any and all such other and further instruments as may reasonably be required by the Issuer or the Trustee from time to time in order to carry out the provisions of this Agreement, the Loan Documents or for the purpose of protecting, maintaining, or enforcing the Issuer's and the Trustee's security for the Loan.

13. TERMINATION.

A. By the Issuer.

(1) Issuer shall have the right to terminate the Compliance Monitoring Agent's rights and obligations under this Agreement, with or without cause, upon ten (10) days' written notice to the Compliance Monitoring Agent.

(2) Issuer shall unilaterally terminate this Agreement, after ten (10) days' written notice to the Compliance Monitoring Agent, if the Compliance Monitoring Agent fails to comply with Florida's Public Records Law or any other federal, state or local law, rule or regulation.

B. Automatic Termination. Upon the occurrence of any one or more of the following events, this Agreement shall be automatically terminated:

(1) The Compliance Monitoring Agent shall assign or attempt to assign its rights or obligations under this Agreement without the prior written consent of Issuer.

(2) The Compliance Monitoring Agent's accounts shall cease to be insured by the FDIC or such other insurer as has been approved by the Issuer.

(3) The Compliance Monitoring Agent shall institute proceedings for voluntary bankruptcy or shall file a petition seeking reorganization under the Federal Bankruptcy Laws or for relief under any other law for the relief of debtors or shall consent to the appointment of a receiver of all or substantially all of its property, or make a general assignment for the benefit of its creditors, or shall admit in writing its inability to pay its debts as they become due, or shall be adjudicated bankrupt or insolvent by a court of competent jurisdiction, or if an order shall be made by a court of competent jurisdiction appointing a receiver, liquidator or trustee of the

Compliance Monitoring Agent or of all or substantially all of its property or approving any petition filed against the Compliance Monitoring Agent for its reorganization, and such adjudication or order shall remain in force or unstayed for a period of thirty (30) days.

(4) The Compliance Monitoring Agent shall fail to perform any of its obligations hereunder and shall fail, within thirty (30) days after written notice from the Trustee or the Issuer, to correct or cure such failure.

(5) The Bond shall be redeemed, the Loan repaid, and the Property is no longer subject to any federal regulation dealing with tax-exempt financed housing projects.

(6) The amounts owed by the Borrower under the Loan Documents are paid in full and the Qualified Project Period has expired.

C. Effect of Termination. In the event this Agreement is terminated pursuant to this Paragraph 12, then the rights and obligations of the Compliance Monitoring Agent and its right to compensation hereunder shall immediately terminate, the Compliance Monitoring Agent shall forthwith deliver to the Issuer or to whomever the Issuer directs, all documents relating to the Loan and shall do such other acts as may reasonably be required by the Issuer to facilitate the termination hereof. If the Issuer appoints a successor Compliance Monitoring Agent, this Agreement shall not terminate, and any successor Compliance Monitoring Agent shall perform the obligations of the Compliance Monitoring Agent as set forth herein and the Borrower's obligation shall inure to the replacement Compliance Monitoring Agent.

Notwithstanding the foregoing, this Agreement shall survive the repayment of the Loan and in the event that no Bond remain Outstanding (as such term is defined in the Loan Agreement) to provide for the compliance monitoring of the Land Use Restriction Agreement until the termination of the Qualified Project Period.

14. COMPLIANCE MONITORING FOR THE LOAN/PROPERTY. To ensure the Property's compliance with federal and state laws, rules, and any Loan closing documents currently in effect and as may be revised from time to time, the Compliance Monitoring Agent shall provide at a minimum, the following services:

I. Pre-Occupancy Conference/Training. Prior to the leasing of any Property units, the Compliance Monitoring Agent shall conduct a pre-occupancy conference/training with the Borrower and Management Company personnel to provide complete instructions on items a. through n., below. Upon completion of the conference/training, the Compliance Monitoring Agent shall provide written confirmation to the Issuer that the items specified in a. through p. below, have been addressed:

a. Federal requirements including, but not limited to, the minimum number of set aside units, certification and recertification of tenants, and next available unit documentation;

- b. State laws including, but not limited to, additional set aside units and any program requirements as may be required by Section 420, Fla. Stat., as may be amended from time to time;
- c. Issuer rules concerning tenant income restrictions;
- d. Resident Programs/Public Purpose Requirement/Public Policy Criteria;
- e. If applicable, Affirmative Fair Housing Marketing requirements, as may be amended from time to time;
- f. Tenant applications - specific information necessary for continued program compliance;
- g. Income limits;
- h. Rent Limits, as may be amended from time to time;
- i. Income verifications;
- j. Utility allowances;
- k. Annual income and assets;
- l. Tenant income certifications;
- m. Leases;
- n. Program Reports;
- o. Management units, and;
- p. Borrower's responsibilities including, but not limited to:
 - 1. Notifying the Compliance Monitoring Agent of any change in management personnel; and,
 - 2. Notifying Issuer of any change in ownership of the Management Company.

II. Program Reports. The Borrower or Management Company shall complete a Program Report, which provides a unit-by-unit listing of all units in the Property and gives detailed information regarding the occupants' eligibility and set-aside requirements. The Program Report shall be submitted electronically or manually

(as directed by Issuer) to the Compliance Monitoring Agent and the Issuer, in accordance with the deadlines stated in part b. of this section.

- a. The Compliance Monitoring Agent shall perform the following functions regarding the Program Reports:
 1. Review Tenant Income Certification Program Report information for completeness, including proper execution and income eligibility.
 2. Confirm that all required re-certifications are completed in a timely manner.
 3. Confirm that all new move-ins and move-outs have been correctly designated.
 4. Provide Issuer with occupancy information on or before the 10th of the month following the Program Report due date.
 5. Review the Program Report to determine that the applicable program set-aside requirements have been met.
 6. The Compliance Monitoring Agent shall keep all Program Reports and Tenant Income Certifications in files of the Compliance Monitoring Agent.
 7. Contact the Borrower or Management Company, as applicable, immediately following the due date if the Program Report has not been received. A record shall be kept of the tardiness of responses. If a pattern of tardiness develops, a letter shall be sent by the Compliance Monitoring Agent to the Borrower or Management Company, as applicable, giving notice that extra effort should be made to have reports in before the deadline.
 8. Write or telephone the Borrower or the appropriate Management Company personnel regarding any discrepancies in Program Reports. Responses from the Borrower or Management Company are due to the Compliance Monitoring Agent on or before fifteen (15) days after receipt by Borrower or Management Company of a request for such response. If the Borrower or Management Company does not respond on or before the end of the fifteen (15) day period, the Compliance Monitoring Agent shall contact the Borrower or Management Company, as applicable, to determine the reason. Any telephone response

shall be documented in the Property file. In cases of incorrect Program Report information, the Compliance Monitoring Agent shall make a note to the file to review the next Program Report to see that errors have been corrected. Issuer shall be provided copies of any correspondence by the Compliance Monitoring Agent relating to the monitored Property within thirty (30) days of the correspondence's origination.

b. Submission of Program Reports shall be as follows:

1. Initial Program Reports

- (a) For those Developments that have occupied units at the time of Loan closing, the Initial Program Report, shall be prepared as of the last day of the calendar month during which Loan closing occurred and shall be submitted no later than the 15th of the following month; the Compliance Monitoring Agent's and the Issuer's copies of the Program Report shall be accompanied by the certificate of continuing program compliance, if applicable to the development, and a copy of an executed Tenant Income Certification for ten percent (10%) of the certified units. The Borrower or the Management Company shall also deliver any certificate of continuing program compliance to the Trustee, if applicable to the development. If the initial Management Review and Physical Inspection is conducted prior to Loan closing, the Initial Program Report shall be submitted prior to the initial review; the Compliance Monitoring Agent's and the Issuer's copies of the Program Report shall be accompanied by a copy of an executed Tenant Income Certification for ten percent (10%) of the certified units.
- (b) For those Developments that have no occupied units at the time of Loan closing, the Initial Program Report shall be prepared as of the last day of the calendar month during which rental of the initial unit occurs and shall be submitted no later than the 15th of the following month. The Compliance Monitoring Agent's and the Issuer's copies of the Program Report shall be accompanied by a copy of an executed Tenant Income Certification for ten percent (10%) of the certified units.

2. Ongoing Program Reports

Subsequent Program Reports shall be prepared as of the last day of the calendar month and are due no later than the 15th of each month of the regulatory period. The Compliance Monitoring Agent's and the Issuer's copies of the Program Reports shall be accompanied by the certificate of continuing program compliance, if applicable to the development, and copies of ten percent (10%) of the executed Tenant Income Certifications effective since the last Program Report. The Borrower or the Management Company shall deliver any certificate of continuing program compliance to the Trustee, if applicable to the development.

- III. Management reviews and physical inspections. The Compliance Monitoring Agent shall conduct a management review consisting of a review of tenant files, the administrative procedures of the Management Company, and a physical inspection of the Property. The purpose of the management review and physical inspection is to evaluate management of the Property, to conduct an onsite inspection of the premises, and to provide any information needed by the Borrower in order to fulfill the compliance requirements. The Compliance Monitoring Agent shall then submit the Management Review and Physical Inspection Summary to the Borrower, the Management Company representative, the onsite manager, Issuer and the Trustee and a copy to the credit enhancer (if applicable). At the request of Issuer, the Compliance Monitoring Agent shall inquire or investigate a non-compliance issue and notify Issuer of the findings. Personnel representing the Management Company shall attend each management review and physical inspection.

Follow-up Reviews may be required, based on the quantity and nature of the errors found by the Compliance Monitoring Agent in a review or the physical condition of the property. The Compliance Monitoring Agent may schedule a follow-up review, onsite or Desk Top Audit, on or before the 90th day after the response due date for the program. The Compliance Monitoring Agent shall re-examine previously reviewed files containing discrepancies to ensure the Borrower or Management Company corrected noted discrepancies and review additional files to determine whether acceptable procedures are currently being followed.

- a. Frequency of management reviews and physical inspections conducted by the Compliance Monitoring Agent:
 1. If the Property has units occupied at the time of Loan closing, the Compliance Monitoring Agent shall conduct the initial review prior to Loan closing or on or before the 60th day after Loan closing, and subsequent reviews will be conducted within one (1) year of the previous review, whether initial or subsequent, throughout the qualified project period/compliance period.
 2. If the Property has no units occupied at the time of Loan closing, the Compliance Monitoring Agent shall conduct the initial review on or before the 120th day after the leasing of any unit, and subsequent

reviews conducted within one (1) year of the previous review, whether initial or subsequent, throughout the qualified project period/compliance period.

b. Management review and physical inspection procedures include the following:

1. Tenant Files and Records. The Compliance Monitoring Agent must:

i. Select at random and inspect tenant files. Within each of the tenant's files reviewed, the Compliance Monitoring Agent shall inspect and verify the following:

a. Application(s) - check for completeness and inclusion of total income from all sources, including assets.

b. Tenant Income Certification (initial and/or current) - check for completeness and confirm the amount of income documented in the tenant file.

c. Verification(s) of income - examine for completeness and compare to the application and the initial and/or current Tenant Income Certification for agreement.

d. Lease (initial and current) - examine to ensure that all occupants of the unit are listed, the lease is fully executed, and the terms of the lease meet Land Use Restriction Agreement and/or Extended Use Agreement requirements, and confirm that the current rent for the unit does not exceed applicable rent limits, if any.

e. The sequence of the certification procedure to ensure that no person or family occupies a Property unit prior to being properly certified.

ii. Randomly select for examination tenant files equivalent to ten percent (10%) of the set-aside units in the Property, with a minimum of one (1) unit per building. Where application of the ten percent (10%) rule results in a fraction of a file, that file shall be considered to be included in the files that shall be examined. The Compliance Monitoring Agent shall have the option of a Desk Top Audit. If a Desk Top Audit is performed, all costs of secure shipment of the tenant files

shall be borne by the Compliance Monitoring Agent and the physical inspection of the Property shall be conducted within sixty (60) days of completion of the Desk Top Audit.

- iii. Review Rents and Utility Allowance verification, as applicable.

- 2. The administrative procedures of the Borrower and/or Management Company. Review the following administrative procedures at a minimum and indicate findings on the Management Review and Physical Inspection Summary:

- i. Tenant selection and orientation
- ii. Maintenance program
- iii. Security program
- iv. Organization and supervision
- v. Training
- vi. Advertising and Affirmative Fair Marketing
- vii. Tenant programs and services

- 3. Physical inspection of units. The Compliance Monitoring Agent must inspect a Property's units to determine if those units meet the HUD Uniform Physical Condition Standards and/or local and state codes. Management must provide notice pursuant to Section 83.53, Fla. Stat., to tenants for unit inspections.

Physical inspection includes:

- i. Inspection of the buildings including unit features, Property amenities and the grounds (including landscaping) to identify any deferred maintenance and evaluate overall appearance and compliance with Land Use Restriction Agreement and/or Extended Use Agreement requirements and indicate findings on the Management Review and Physical Inspection Summary.
- ii. The number of units to be inspected:

# of set-aside units	# of units to be inspected: set asides + other
1-50	5 + 1 random
51-200	8 + 2 random
200+	10 + 2 random

If applicable, in addition, the Compliance Monitoring Agent shall review the Real Estate Assessment Center (REAC) inspection report, and confirm that the

findings have been satisfactorily resolved. Findings not resolved shall be indicated on the Management Review and Physical Inspection Summary.

4. Transmittal of Management Review and Physical Inspection Summary. The Compliance Monitoring Agent shall prepare and send the Management Review and Physical Inspection Summary to the Borrower, the Management Company representative, the onsite manager, Issuer and the Trustee and the servicer for the credit enhancer (if applicable). The Borrower shall acknowledge receipt of the Management Review and Physical Inspection Summary to the Compliance Monitoring Agent within ten (10) days from the date the Management Review and Physical Inspection Summary was mailed and respond in writing to the Compliance Monitoring Agent and Issuer within thirty (30) days of the date the Management Review and Physical Inspection Summary was mailed. The response must address all noted discrepancies and indicate the manner in which corrective action has been made. The Compliance Monitoring Agent shall review the response to determine whether all discrepancies have been satisfactorily corrected and follow up with the Borrower or Management Company representative until resolved.

If a response has not been received by the due date, the Compliance Monitoring Agent shall follow up with the Borrower or Management Company until the response is received.

5. Non-Compliance. At the request of Issuer, the Compliance Monitoring Agent shall inquire or investigate a non-compliance issue and notify Issuer of the findings. On a regular basis as defined by Issuer, the Compliance Monitoring Agent shall provide a report summarizing all non-compliance issues for the Property in their portfolios.

The Compliance Monitoring Agent shall notify the Borrower, with a copy to Issuer, of non-compliance noted as a result of a management review and physical inspection or Program Report. The notice shall provide the Borrower with a thirty (30) day cure period.

6. Close-Out Letters. The Compliance Monitoring Agent shall provide the Borrower and Issuer with a close-out letter when all discrepancies have been corrected satisfactorily, and provide a close-out letter at the time all MMRB discrepancies have been corrected, even if discrepancies remain outstanding for other programs.

IV. Additional Miscellaneous Duties of the Compliance Monitoring Agent.

- a. Daily availability to Borrower, Management Company personnel, and onsite staff to answer any questions concerning compliance.

- b. Provide Issuer with a written monthly management review and physical inspection schedule seven (7) days prior to the 1st day of each month.
- c. Any change in ownership and/or Management Company may require additional reviews.
- d. Additional training to instruct Borrower and Management Company personnel on compliance requirements shall be conducted as deemed necessary by the Compliance Monitoring Agent or Issuer.
- e. Participation in conducting regional training workshops for Borrower and Management Company personnel to ensure compliance with Federal laws and regulations, State laws, and Issuer rules concerning program requirements. Workshops are to be conducted at least quarterly.

15. EVENTS OF DEFAULT. Subject in all instances to the provisions of this Agreement, an Event of Default shall be deemed to have occurred hereunder if there shall occur any default or Event of Default under any of the other Loan Documents which is not cured within any applicable cure or notice period.

Notwithstanding the foregoing, notice of and opportunity to cure any Event of Default arising under the other Loan Documents shall be governed by the terms of such agreements, and no additional notices of or opportunity to cure any default under such agreements shall be required hereunder to complete the notice and cure procedures provided in such agreements.

Issuer and Compliance Monitoring Agent agree that any cure of any default made or tendered by the Investor Limited Partner shall be deemed to be a cure by Borrower and shall be accepted or rejected on the same basis as if made or tendered by Borrower.

16. MISCELLANEOUS PROVISIONS:

A. No Waiver. Nothing herein shall be construed to waive or diminish any right or security of the Issuer or the Trustee under the Indenture, the Land Use Restriction Agreement and the Loan Agreement. It is the purpose and intent hereof to provide safeguards, protections and rights for the Issuer and the Trustee in addition to those provided in the Indenture and Loan Agreement.

B. Cumulative Remedies. The remedies provided herein shall be in addition to and not a substitution for the rights and remedies which would otherwise be vested under any Loan Document or in law or equity, all of which rights and remedies are specifically reserved. The remedies herein provided or otherwise available to the Issuer, the Trustee or the Compliance Monitoring Agent shall be cumulative and may be exercised separately or concurrently and as often as the occasion therefor may arise. The failure to exercise any of the remedies herein shall not constitute a waiver thereof, nor shall use of any of the remedies hereby provided prevent the subsequent or concurrent use of any other remedy or remedies. It is intended that this clause shall be broadly construed so that all remedies herein provided or otherwise available to the Issuer, the

Trustee or the Compliance Monitoring Agent shall continue and be each and all available until all sums due by reason of the Indenture or the Security Instrument are paid in full and all obligations incurred by the Borrower in connection with the construction or operation of the Improvements have been fully discharged.

C. Binding Effect. This Agreement shall be binding upon and shall inure to the benefit of the parties hereto and their heirs, legal representatives, successors and assigns. The Borrower may be released from obligations and agreements hereunder only by a written instrument of the Trustee and the Issuer specifically providing for such release. The Borrower shall be released from any and all liability hereunder, upon payment of the Loan in full and expiration of the Qualified Project Period.

D. Assignability. This Agreement shall not be assignable by the Borrower or Compliance Monitoring Agent without the prior written consent of the Issuer. If the Issuer approves an assignment hereof by the Borrower, the Trustee shall be entitled to make advances to such assignee and such advances shall be secured by the Loan Documents.

E. Governing Law. This Agreement shall be construed under the laws of the State of Florida, regardless of where it may have been executed or delivered.

F. Construction. Whereas this Agreement was negotiated with input from all parties hereto, this Agreement shall not be construed more strongly against any party regardless of who was more responsible for its preparation.

G. Costs and Legal Fees. In the event that any party shall be required to enforce this Agreement and whether or not suit be brought, the prevailing parties shall be entitled to recover from the losing parties all reasonable legal fees and costs incurred in connection therewith, whether incurred in collection, at trial, on appeal, in bankruptcy or other similar proceedings affecting creditors' rights or otherwise.

H. Invalid Provisions. All rights, powers and remedies provided herein may be exercised only to the extent that the exercise thereof does not violate any applicable law and are intended to be limited to the extent necessary so that they will not render this Agreement invalid, illegal, or unenforceable under any applicable law. If any term of this Agreement shall be held to be invalid, illegal or unenforceable, the validity of the other terms of this Agreement shall in no way be affected thereby, nor shall such terms be invalid or unenforceable under other, dissimilar facts and circumstances.

I. Headings. The paragraph headings contained in this Agreement are for reference purposes only and shall not in any way affect the meaning, content, or interpretation hereof.

J. Amendments. This Agreement shall not be amended or modified except by an amendment in writing, executed by all parties hereto in the same form as this Agreement. The Issuer reserves the right to amend this Agreement in the event additional monitoring or servicing duties are required to comply with federal or state laws and regulations.

K. Time of Essence. Time is of the essence of this Agreement.

L. Right to Publicize. The Issuer and the Compliance Monitoring Agent shall have the right to publicize their involvement in the financing of the Property and may require the Borrower to name the Issuer as its mortgage lender in all publicity releases and promotional materials issued in connection with the Property.

M. Dealings with the Compliance Monitoring Agent. The Compliance Monitoring Agent shall be protected and shall incur no liability in acting or proceeding in good faith upon resolution, notice, telegram, consent, waiver, certificate, affidavit, voucher, bond, title insurance commitment or policy or endorsement thereto or other paper or document which it shall in good faith reasonably believe (i) to be genuine and, (ii) to have been passed or prepared and furnished pursuant to the provisions of the Indenture, the Land Use Restriction Agreement, the Security Instrument or the Indenture, and the Compliance Monitoring Agent shall be under no duty to make any investigation or inquiry as to any statements contained or matters referred to in any such instrument, but may accept and rely upon the same as conclusive evidence of the truth and accuracy of such statements unless the instrument on its face reasonably indicated that the Compliance Monitoring Agent should inquire further or unless the Compliance Monitoring Agent has actual knowledge or information which reasonably should cause the Compliance Monitoring Agent to inquire further. The Compliance Monitoring Agent shall not be held liable under this Agreement except for its own negligence or willful misconduct or gross negligence. The Borrower shall indemnify and hold the Compliance Monitoring Agent harmless from any claim, action or liability of any kind or character whatsoever arising from or in any way related to acts or omissions of the Borrower or any of its agents, employees, consultants, counsel, or independent contractors. This paragraph shall in no way be construed to relieve the Compliance Monitoring Agent of the normal and usual duties of a reasonably prudent loan servicer or monitoring agent.

N. Terms. Wherever used herein, the terms utilized shall include masculine, feminine, neuter, singular and/or plural, as the context admits or requires.

O. Conflicts. Notwithstanding anything herein to the contrary, the terms and conditions of the Loan Agreement, the Indenture and the Security Instrument shall govern, control and prevail, in the event of any conflict between the terms and conditions hereof and those contained in the Loan agreement, the Indenture and the Security Instrument.

P. Non-Recourse. The non-recourse provisions of Section 4.06 of the Indenture and Section 9.03 of the Loan Agreement are incorporated herein.

17. **REMEDIES.** Subject to the applicable terms, conditions and restrictions set forth in the Land Use Restriction Agreement, upon the occurrence of any Event of Default which is not cured within the applicable cure period, the Issuer (or the Trustee or the Compliance Monitoring Agent at the written direction of the Issuer), shall be entitled to seek specific performance hereof against the Borrower, and/or in addition to any other right or remedy available to it in law or equity. It is specifically agreed by the Borrower that a violation of this Agreement or the Land Use Restriction Agreement could cause harm for which no damages could be calculated, therefore

entitling the Issuer to immediate equitable relief, including without limitation a temporary restraining order or mandatory injunction without notice.

18. NOTICES. Any notice required to be given hereunder shall be given by personal delivery, by registered U.S. mail or by expedited service at the addresses specified below or at such other addresses as may be specified in writing by the parties hereto, and any such notice shall be deemed received on the date of delivery if by personal delivery or expedited delivery service, or upon actual receipt of sent by registered U.S. Mail.

The Issuer: Osceola County Housing Finance Authority
c/o Governmental Management Services – Central Florida, LLC
219 East Livingston Street
Orlando, Florida 32801
Attention: George Flint
Email: gflint@gmscfl.com
Telephone: (407) 841-5524

with a copy to: Latham, Luna, Eden & Beaudine, LLP
201 South Orange Avenue, Suite 1400
Orlando, Florida 32801
Attention: Jan A. Carpenter, Esq.
Email: jcarpenter@lathamluna.com
Telephone: (407) 481-5800

Trustee: The Bank of New York Mellon Trust Company, N.A.
4655 Salisbury Road, Suite 300
Jacksonville, Florida 32256
Attention: Corporate Trust Department
Email: Lori.Cardey@bnymellon.com
Telephone: (904)645-1982

with a copy to: Akerman LLP
50 N. Laura Street, Suite 3100
Jacksonville, Florida 3202
Attention: Tim Bramwell, Esq.
Telephone: (904) 598-8633
Email: Tim.bramwell@akerman.com

Borrower: San Jose Preservation, Ltd
c/o Lincoln Avenue Capital
401 Wilshire Blvd, Suite 1070
Santa Monica, CA 90401
Attention: James Riley
Email: Jriley@lincolnavenue.com
Telephone: (424) 577-2461

with a copy to: Stearns Weaver Miller Weissler Alhadeff & Sitterson, P.A
150 W. Flagler Street
Miami, Florida 33130
Attention: Brooke Perlyn, Esq.
Email: bperlyn@stearnsweaver.com
Telephone (305)789-4107

Compliance

Monitoring Agent: Seltzer Management Group, Inc.
17633 Ashley Drive, Building A
Panama City Beach, Florida 32413
Attention: Benjamin S. Johnson
Phone: (850) 233-3616
Email: ben@seltzermanagement.com

Any party may change said address by giving the other parties hereto notice of such change of address in accordance with the foregoing provisions. Notwithstanding the foregoing, notice by email shall be ineffective as notice under this Agreement and the Land Use Restriction Agreement.

19. **SURVIVAL.** The parties agree that this Agreement shall survive the termination of the Indenture, the payment of the Loan and the payment, redemption and/or defeasance of the Bond for the purpose of monitoring compliance with the Land Use Restriction Agreement and all covenants and agreements relating to the preservation of exclusion from gross income of interest on the Bonds for purposes of federal income taxation

20. **ENTIRE AGREEMENT.** This Agreement sets forth the entire agreement among the Issuer, the Compliance Monitoring Agent, the Trustee and the Borrower as to the subject matter hereof, and all prior agreements, negotiations and understandings with respect thereto are merged into and superseded by this Agreement.

[SIGNATURE PAGES TO FOLLOW]

**COUNTERPART SIGNATURE PAGE
OF THE BORROWER FOR
COMPLIANCE MONITORING AGREEMENT
San Jose Apartments**

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed in their respective names by their duly authorized representatives as of the day and year first set forth above.

SAN JOSE RESERVATION, LTD., a Florida
limited partnership

By: SAN JOSE PRESERVATION GP LLC, a
Delaware limited liability company, its
general partner

By: _____
Russell Condas
Vice President

**COUNTERPART SIGNATURE PAGE
OF THE OSCEOLA COUNTY HOUSING FINANCE AUTHORITY
FOR COMPLIANCE MONITORING AGREEMENT
San Jose Apartments**

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed in their respective names by their duly authorized representatives as of the day and year first set forth above.

OSCEOLA COUNTY HOUSING FINANCE
AUTHORITY

By: _____
Duane Owen, Chairman

**COUNTERPART SIGNATURE PAGE OF
COMPLIANCE MONITORING AGENT FOR
COMPLIANCE MONITORING AGREEMENT
San Jose Apartments**

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed in their respective names by their duly authorized representatives as of the day and year first set forth above.

SELTZER MANAGEMENT GROUP, INC.,
a Florida corporation

By: _____
Benjamin S. Johnson,
President

**COUNTERPART SIGNATURE PAGE
OF TRUSTEE FOR
COMPLIANCE MONITORING AGREEMENT
San Jose Apartments**

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed in their respective names by their duly authorized representatives as of the day and year first set forth above.

THE BANK OF NEW YORK MELLON TRUST
COMPANY, N.A., as Trustee

By: _____
Nathan Turner,
Vice President

EXHIBIT “A”

LEGAL DESCRIPTION

San Jose Apartments

SECTION K

EXHIBIT K
PURCHASE CONTRACT (FOR BONDS)

BOND PURCHASE AGREEMENT

\$(PAR AMOUNT)

**Osceola County Housing Finance Authority
Multifamily Housing Revenue Bonds,
2025 Series [] (San Jose Apartments)**

November [], 2025

Osceola County Housing Finance Authority
c/o Governmental Management Services - Central Florida LLC
219 East Livingston Street
Orlando, FL 32801

San Jose Preservation, Ltd.
c/o Lincoln Avenue Capital LLC
401 Wilshire Boulevard, Suite 1070
Santa Monica, California 90401

Ladies and Gentlemen:

RBC Capital Markets, LLC (“RBC Capital Markets” or the “Purchaser”), on its own behalf and not as your fiduciary or agent for you, and in its capacity as underwriter of the Bonds (as hereinafter defined), offers to enter into the following agreement (the “Bond Purchase Agreement” or “Purchase Contract”) with the Osceola County Housing Finance Authority (the “Issuer”) and San Jose Preservation, Ltd., a Florida limited partnership (the “Borrower”), which, upon acceptance of this offer, will be binding upon the Issuer, the Borrower and the Purchaser. This offer is made subject to the Issuer’s and the Borrower’s acceptance on or before 5:00 p.m., Eastern time, today; if this offer is not timely accepted, it will thereafter be subject to withdrawal by the Purchaser upon written notice delivered to the Issuer and the Borrower at any time prior to the acceptance hereof by the Issuer and the Borrower. If and when accepted by the Issuer and the Borrower in writing, this Bond Purchase Agreement shall constitute the agreement of the Purchaser to purchase the Bonds on the terms and subject to the conditions herein set forth.

The above-captioned bonds are referred to herein as the “Bonds.” Capitalized terms not otherwise defined herein shall have the meanings set forth in the Indenture (as such term is hereinafter defined) or the Bond Loan Agreement. The Indenture, the Bond Loan Agreement, the Land Use Restriction Agreement, the Arbitrage Certificate, Arbitrage Rebate Agreement and this Bond Purchase Agreement are hereinafter collectively referred to as the “Issuer Documents.” The Bond Loan Agreement, the Land Use Restriction Agreement, the Continuing Disclosure Agreement, the Proceeds Certificate, the Arbitrage Rebate Agreement, the Note and this Bond Purchase Agreement are hereinafter collectively referred to as the “Borrower Documents.” The Indenture, the Continuing Disclosure Agreement, the Arbitrage Rebate Agreement and the Land Use Restriction Agreement are hereinafter collectively referred to as the “Trustee Documents.”

Section 1. Purchase and Sale of the Bonds.

Subject to the terms and conditions and in reliance on the representations and warranties herein set forth, the Purchaser hereby agrees to purchase from the Issuer, and the Issuer hereby agrees to sell to the Purchaser on the Closing Date (as such term is hereinafter defined), all (but not less than all) of the Bonds for a purchase price of \$(PAR AMOUNT). Inasmuch as this purchase and sale represents a negotiated

transaction, the Issuer understands, and hereby confirms, that the Purchaser is not acting as a fiduciary of the Issuer or the Borrower, but rather is acting solely in its capacity as Purchaser.

The Bonds will be subject to mandatory tender on [_____] 1, 20 __], will mature on [_____] 1, 20 __], and will bear interest at the rate of [_____] % per annum. The Borrower agrees to pay the Purchaser \$[_____] (which does not include the Purchaser's Counsel fee) in connection with the purchase of the Bonds (the "Underwriting Fee"), in addition to the other expenses stipulated in Section 8 herein (together with the Underwriting Fee, the "Fees"). The Fees are payable on the Closing Date. Payment of the Fees is solely the obligation of the Borrower.

The Bonds shall be as described in, and shall be issued pursuant to, a Trust Indenture, dated as of November 1, 2025 (the "Indenture"), between the Issuer and The Bank of New York Mellon Trust Company, N.A., as trustee (the "Trustee"). The Bonds shall be issued pursuant to resolutions adopted by the Issuer on [_____, 20 __] and [_____, 20 __] (collectively, the "Resolution") and Florida Housing Finance Authority Law, Sections 159.601 et seq., Florida Statutes, as amended, and Ordinance No. 81-4 enacted on September 28, 1981, and effective November 3, 1981, and that certain Interlocal Agreement dated October 22, 2024, between Seminole County, Florida and the Issuer (collectively, the "Act"). A disclosure statement submitted in compliance with Section 218.385, Florida Statutes, as amended, is attached hereto as Schedule I.

The proceeds of the Bonds will be used by the Issuer to provide funding for a loan (the "Loan") to the Borrower. The Loan will be evidenced by a Promissory Note (the "Note"). The Issuer and the Borrower will enter into a Loan Agreement (the "Bond Loan Agreement") and the Issuer, the Borrower and the Trustee will enter into a Land Use Restriction Agreement (the "Land Use Restriction Agreement"), in each case regarding the operation of the Development. The Bonds will be secured by collateral held under the Indenture. The disbursement of any Bond proceeds pursuant to the Indenture and the Bond Loan Agreement will be conditioned upon, among other things, the prior deposit of an equal amount of funds by (i) Truist Bank in connection with an equity bridge loan to the Borrower and (ii) Grandbridge Real Estate Capital, LLC (the "Lender") in connection with the New Lender Loan (as defined in the Indenture) to the Borrower.

It shall be a condition (a) to the obligations of the Issuer to sell and deliver the Bonds to the Purchaser, and (b) to the obligations of the Purchaser with respect to the Bonds, to purchase and accept delivery of and to pay for the Bonds, that the entire aggregate principal amount of the Bonds to be sold and delivered by the Issuer in accordance with this Section 1 shall be sold and delivered simultaneously by the Issuer and be purchased, accepted and paid for simultaneously by the Purchaser.

Section 2. Official Statement.

(a) Prior to the date hereof, the Borrower and the Issuer shall have provided to the Purchaser the Preliminary Official Statement related to the Bonds that each of the Borrower and the Issuer deem final as of its date, except for certain omissions in connection with the pricing of the Bonds as permitted by Rule 15c2-12 of the Securities and Exchange Commission under the Securities Exchange Act of 1934, as amended (the "Rule") (the "Preliminary Official Statement"). The Purchaser has received such Preliminary Official Statement prior to the execution of this Purchase Contract for the purpose of marketing and pricing the Bonds.

(b) With its acceptance hereof, the Issuer will deliver, at the Borrower's expense, to the Purchaser within seven (7) business days of the date hereof (or within such shorter period as may be requested by the Purchaser in order to accompany any confirmation that requests payment from any customer to comply with paragraph (b)(4) of the Rule, Rule G-32 and all other applicable rules of the Municipal Securities Rulemaking Board), copies of the final Official Statement in an amount mutually

agreed upon, dated the date hereof, together with all supplements and amendments thereto, as shall have been accepted by the Purchaser, signed on behalf of the Borrower (collectively, the “Official Statement”).

The Issuer hereby ratifies and consents to the use of the Official Statement by the Purchaser in conjunction with the public offering and pricing of the Bonds.

(c) The Borrower and the Issuer agree with the Purchaser that if between the date of this Purchase Contract and the date which is the earlier of (i) 90 days from the end of the “underwriting period,” as determined in subparagraph (d) below, or (ii) the time when the Official Statement is available to any person from a nationally recognized municipal securities information repository, but in no case less than 25 days following the end of the underwriting period, as to the Issuer, any event shall occur which would or might cause the information supplied by or concerning the Issuer, or as to the Borrower, any event shall occur which would or might cause the information supplied by or concerning the Borrower contained in the Official Statement, as then supplemented or amended, to contain any untrue statement of a material fact or to omit to state a material fact necessary to make the statements therein, in light of circumstances under which they were made, not misleading, the Issuer or the Borrower, as applicable, shall notify the Purchaser thereof, and if in the reasonable opinion of the Purchaser such event requires the preparation and publication of a supplement or amendment to the Official Statement, the Issuer and the Borrower shall cooperate with the Purchaser in supplementing or amending the Official Statement, the printing of which will be at the Borrower’s expense, in such form and manner and at such time or times as may be reasonably called for by the Purchaser.

(d) Unless otherwise notified in writing by the Purchaser on or prior to the Closing Date, the Issuer and the Borrower can assume that the “end of the underwriting period” for the Bonds for all purposes of the Rule is the Closing Date. In the event such notice is given in writing by the Purchaser, the Purchaser agrees to notify the Issuer and the Borrower in writing following the occurrence of the “end of the underwriting period” (as defined in the Rule) for the Bonds identified in such notice. The “end of the underwriting period” as used herein shall mean the Closing Date or such later date as to which notice is given by the Purchaser in accordance with the preceding sentence.

(e) On or prior to the Closing Date, the Purchaser shall file, or cause to be filed, the Official Statement with a nationally recognized municipal securities information repository.

(f) In order to assist the Purchaser in complying with the Rule, the Borrower will undertake, pursuant to a Continuing Disclosure Agreement (the “Continuing Disclosure Agreement”) to provide annual financial information and notices of the occurrence of specified events. The form of the Continuing Disclosure Agreement is attached to the Official Statement.

Section 3. Issuer’s Representations and Warranties and Agreements.

The Issuer represents and warrants to and covenants and agrees with the Purchaser and the Borrower that:

(a) The statements and information under the captions “THE ISSUER,” “NO LITIGATION – The Issuer” and “DISCLOSURE REQUIRED BY SECTION 517.051(1), FLORIDA STATUTES” (collectively, the “Issuer Information”) contained in the Preliminary Official Statement, as of its date and the date hereof, and the Official Statement, as of its date and the Closing Date (and including any supplements and amendments thereto), are and will be true, correct and complete in all material respects, and the Preliminary Official Statement and the Official Statement do not and will not omit any material fact which is necessary in order to make the statements pertaining to the Issuer therein, in light of the circumstances under which they are made, not misleading.

(b) To the knowledge of the Issuer, there is no action, suit, proceeding, inquiry or investigation, at law or in equity, before or by any court, public board or body, pending or threatened against the Issuer affecting the existence of the Issuer or its governing body or the titles of its officers to their respective offices or seeking to prohibit, restrain or enjoin the sale, issuance or delivery of the Bonds or the pledge of the revenues or assets of the Issuer pledged to the payment of the principal of, redemption premium, if any, and interest on the Bonds, or contesting or to the knowledge of the Issuer, affecting the validity or enforceability of the Bonds or the Issuer Documents or contesting the completeness or accuracy of the Preliminary Official Statement or the Official Statement, or contesting the powers of the Issuer or any authority for the issuance of the Bonds or execution and delivery of any of the Issuer Documents; nor, to the knowledge of the Issuer, is there any basis therefor.

(c) The Issuer is a public body and body corporate and politic, established by and acting pursuant to the Act, and has, and at the Closing Date will have, full legal right, power and authority under the Constitution of the State and the laws of the State: (i) to execute and deliver the Bonds and the Issuer Documents; (ii) to adopt the Resolution; (iii) to issue, sell and deliver the Bonds to the Purchaser under the Indenture and as provided in this Bond Purchase Agreement; (iv) to pledge and assign the revenue, other money, securities, funds, accounts, guarantees, insurance, and other items pledged under the terms of the Indenture and the Bond Loan Agreement, as provision of and security for the payment of the principal of and interest on the Bonds, and to similarly pledge all money, securities and earnings held in the funds and accounts held under the Indenture, all in the manner described in the Resolution, the Indenture and the Bond Loan Agreement; (v) to approve the Official Statement and to authorize the distribution of the Preliminary Official Statement and the Official Statement by the Purchaser and (vi) to carry out, give effect to and consummate all the other transactions contemplated by the Bonds or the Issuer Documents, the Resolution, the Preliminary Official Statement and the Official Statement.

(d) The Issuer has duly and validly adopted the Resolution, has duly authorized and approved the execution and delivery of the Bonds, the Issuer Documents, the Preliminary Official Statement and the Official Statement, and has duly authorized and approved the performance by the Issuer of its obligations contained in, and the taking of any and all action as may be necessary to carry out, give effect to and consummate the transactions contemplated by, each of those documents, and at the Closing Date, the Bonds and the Issuer Documents will constitute the valid, legal and binding obligations of the Issuer (assuming due authorization, execution and delivery by the other parties thereto, where necessary) in accordance with their respective terms and the Resolution and will be in full force and effect.

(e) The Issuer's execution and delivery of the Bonds and the Issuer Documents, the Issuer's consummation of the transactions contemplated by such documents, and the Issuer's fulfillment of or compliance with the terms, conditions or provisions thereof will not, to the best of the Issuer's knowledge, on the Closing Date, conflict with, violate or result in the breach of, in any material respect, any of the terms, conditions or provisions of any constitutional provision or statute of the State or of any agreement, instrument, statute, governmental rule or regulation, law and order, judgment or decree to which the Issuer is now a party or by which it is bound, and will not, to the best of the Issuer's knowledge, on the Closing Date, constitute a default in any material respect under any of the foregoing which has not been waived or consented to in writing by the appropriate party or parties, and will not on, the Closing Date, result in the creation or imposition of any lien, charge, security interest or encumbrance of any nature upon any property or assets of the Issuer prohibited under the terms of any such agreement, instrument, statute, governmental rule or regulation, court order, judgment or decree.

(f) Upon delivery of the Bonds, the Issuer will have good right, full power and lawful authority to pledge and assign the trust estate described in the Indenture to the Trustee as provided in the Indenture and the Resolution.

(g) The Issuer has complied, and will at the Closing Date be in compliance, in each case in all material respects with the Act, the Resolution and the Issuer Documents.

(h) To the Issuer's best knowledge, all approvals, consents, authorization, elections and orders of or filings or registrations with any governmental authority, board or agency having jurisdiction which would constitute a condition precedent to, or the absence of which would materially adversely affect, the performance by the Issuer of its obligations hereunder or under the Bonds or any of the Issuer Documents have been obtained and are in full force and effect.

(i) The Bonds, when delivered in accordance with the Indenture and paid for by Purchaser on the Closing Date, will be validly issued and will constitute valid, legal and binding outstanding limited obligations of the Issuer entitled to all the benefits and security of the Indenture.

(j) The Issuer will furnish such information, execute such instruments and take such other action in cooperation with the Purchaser as the Purchaser may reasonably request to qualify the Bonds for offer and sale under the "Blue Sky" or other securities laws and regulations of such states and other jurisdictions of the United States of America as the Purchaser may designate (but at no expense to the Issuer), provided that in connection with the offering the Issuer shall not be required to file a general consent to service of process in any jurisdiction.

(k) Other than the Issuer Documents, the Issuer has not entered into any contract or arrangement that might give rise to any lien or encumbrance on the revenues or other assets, properties, funds or interests pledged pursuant to the Indenture.

(l) To the best of its knowledge, the Issuer has not taken or omitted to take on or prior to the date hereof any action if such action or inaction would adversely affect the exclusion from gross income for federal income tax purposes of the interest on the Bonds.

(m) Any certificate signed by any Authorized Officer of the Issuer shall be deemed a representation and warranty by the Issuer to the Purchaser as to the statements made in such certificate.

(n) If the Official Statement is supplemented or amended, at the time of each supplement or amendment thereto and (unless subsequently again supplemented or amended pursuant to such paragraph) at all times subsequent thereto during the period up to and including the Closing Date, the Official Statement, as so supplemented or amended will not contain any untrue statement of a material fact or omit to state any material necessary to make the statements, in the Issuer Information, in light of the circumstances under which made, not misleading.

The execution and delivery of this Bond Purchase Agreement by the Issuer shall constitute a representation to the Purchaser that the representations and warranties contained in this Section are true as of the date of this Bond Purchase Agreement.

Section 4. Representations, Warranties and Agreements of the Borrower.

The Borrower represents and warrants to and agrees with the Issuer and the Purchaser as follows:

(a) The Borrower is duly organized and existing as a limited partnership under the laws of the State, has full legal right, power and authority to own its properties and to conduct its business as described in the Official Statement and to enter into and to carry out and consummate the transactions contemplated by the Borrower Documents and the Official Statement, and is duly qualified to do such business and is in good standing wherever such qualification and/or standing are required, including the State.

(b) By all necessary action, the Borrower has duly authorized and adopted the Borrower Documents and approved the execution and delivery of the Borrower Documents, and the performance by the Borrower of the obligations in connection with the issuance of the Bonds on its part contained in the Borrower Documents and the consummation by it of all other transactions contemplated by the Indenture, the Official Statement and the Borrower Documents in connection with the issuance of the Bonds.

(c) On the Closing Date, the Borrower Documents will constitute the valid, legal and binding obligations of the Borrower (assuming due authorization, execution and delivery by the respective other parties thereto, where necessary), enforceable in accordance with their respective terms, except as enforcement may be limited by bankruptcy, insolvency, reorganization, moratorium and other similar laws of general applicability affecting the enforcement of creditors' rights and to general principles of equity, regardless of whether such enforceability is considered in equity or in law.

(d) At the time of the Borrower's acceptance hereof and at all times subsequent thereto during the period up to and including the date of Closing, the Preliminary Official Statement and the Official Statement (other than the Issuer Information) do not and will not contain any untrue or misleading statement of a material fact or any omission or alleged omission of any material fact necessary to be stated therein in order to make the statements made therein, in light of the circumstances under which they were made, not misleading.

(e) If the Official Statement is supplemented or amended pursuant to Section 2(c) of this Bond Purchase Agreement, at the time of each supplement or amendment thereto and (unless subsequently again supplemented or amended pursuant to such paragraph) at all times subsequent thereto during the period up to and including the Closing Date, the Official Statement as so supplemented or amended will not contain any untrue statement of a material fact or omit to state any material fact required to be stated therein or necessary to make the statements therein, in light of the circumstances under which made, not misleading.

(f) As of the date hereof, the Borrower is not, in any material respect, in violation of, breach of or default under any applicable law of the State or of any state in which the Borrower is authorized to do business or of the United States, or any order, rule or regulation of any court or governmental agency or body having jurisdiction over the Borrower or any of its activities, properties or assets, or any indenture, mortgage, deed of trust, resolution, note agreement (including, without limitation, the Borrower Documents) or other agreement or instrument to which the Borrower is a party or by which the Borrower or any of its property or assets is bound, which violation or breach of or default would have a material adverse effect upon the transactions contemplated by this Bond Purchase Agreement, and no event has occurred and is continuing which with the passage of time or the giving of notice, or both, would constitute such a default or event of default under any such instruments; and the execution and delivery of the Borrower Documents, and compliance with the provisions on the Borrower's part contained therein, do not and will not conflict with or constitute on the part of the Borrower a violation or breach of or default under any law of the State or of any state in which the Borrower is authorized to do business or of the United States, or any order, rule or regulation of any court or governmental agency or body having jurisdiction over the Borrower or any of its activities, properties or assets, or any indenture, mortgage, deed of trust, resolution, note agreement (including, without limitation, the Borrower Documents) or other agreement or instrument to which the Borrower is a party or by which the Borrower or any of its property or assets is bound which violation, breach or default would have a material adverse effect upon the transactions contemplated by this Bond Purchase Agreement, nor will any such execution, delivery or compliance result in the creation or imposition of any lien, charge or other security interest or encumbrance of any nature whatsoever upon any of the property or assets of the Borrower or under the terms of any such law, regulation or instrument, except as provided by the Bonds or the Borrower Documents; provided, however, that the Borrower makes no representation or warranty with respect to compliance with applicable state securities

or blue sky laws or the registration of the Bonds under the Securities Act of 1933, as amended, or the qualification of the Indenture under the Trust Indenture Act of 1939, as amended.

(g) All consents, approvals, authorizations, and orders of or filings or registrations with any governmental authority, board, agency or commission of any state or of the United States having jurisdiction required in connection with, or the absence of which would materially adversely affect, the execution and delivery by the Borrower of the Borrower Documents or the performance by the Borrower of its obligations thereunder have been obtained or made and are in full force and effect or will be timely obtained.

(h) As of the date hereof, there is no action, suit, proceeding, inquiry or investigation of which the Borrower has been notified, at law or in equity, before or by any judicial or administrative court or governmental agency or body, state, federal or other, pending or, to the best knowledge of the Borrower, threatened against the Borrower, affecting the existence of the Borrower or the titles of its officers executing this Bond Purchase Agreement to their respective offices, or contesting or affecting as to the Borrower the validity or enforceability of the Bonds, any Borrower Document or the execution and delivery or adoption by the Borrower of any Borrower Document, or in any way contesting or challenging the completeness or accuracy of the Official Statement or the powers of the Borrower or its authority with respect to the Borrower Documents or the consummation of the transactions contemplated hereby or thereby; nor, to the best knowledge of the Borrower, is there any basis for any such action, suit, proceeding, inquiry or investigation, wherein an unfavorable decision, ruling or finding would materially adversely affect the Borrower's financial condition or operations or the validity of the authorization, execution, delivery or performance by the Borrower of any Borrower Document.

(i) The Borrower will furnish such information, execute such instruments and take such other action in cooperation with the Purchaser as the Purchaser may reasonably request in order (i) to qualify the Bonds for offer and sale under the Blue Sky or other securities laws and regulations of such states and other jurisdictions of the United States as the Purchaser may designate and (ii) to determine the eligibility of the Bonds for investment under the laws of such states and other jurisdictions, and will use its best efforts upon the reasonable request of the Purchaser to continue such qualifications in effect so long as required for the distribution of the Bonds; provided, however, that the Borrower shall not be required to register as a dealer or broker of securities or execute a general or special consent to service of process or qualify to do business in any jurisdiction where it is not now so subject.

(j) Any certificate signed by the Borrower and delivered to the Purchaser or the Issuer pursuant to the Indenture or the Borrower Documents shall be deemed a representation and warranty by the Borrower to the Purchaser and the Issuer as to the statements made therein as of the date thereof.

(k) The Borrower will not take or omit to take any action, which action or omission will adversely affect the exclusion from gross income for federal income tax purposes of the interest on the Bonds under the Internal Revenue Code of 1986, as amended.

(l) The Borrower shall honor all other covenants contained in the Borrower Documents; provided, however, that nothing herein shall be deemed to alter the nonrecourse nature of any covenants which are under the terms of the Borrower Documents, without recourse to the Borrower.

(m) All permits, licenses and other authorizations necessary for the ownership, acquisition, renovation, and equipping of the Development in the manner contemplated by the Official Statement and the Borrower Documents have been obtained or will be obtained by the time required, and said ownership, acquisition, renovation, and equipping are not in conflict with any zoning or similar ordinance applicable to the Development.

The execution and delivery of this Bond Purchase Agreement by the Borrower shall constitute a representation to the Purchaser that the representations and warranties contained in this Section 4 are true as of the date hereof.

Section 5. Indemnification.

(a) The Borrower agrees to pay, defend, protect, indemnify, save and hold harmless:

(i) the Issuer and each past, present and future member, officer, director, official, employee and agent of the Issuer and each person, if any, who controls any of the foregoing within the meaning of Section 15 of the Securities Act of 1933, as amended, or Section 20 of the Securities Exchange Act of 1934, as amended (collectively referred to herein as the “Issuer Indemnified Parties”), against any and all liabilities, losses, damages, costs, expenses (including attorneys’ fees), causes of action (whether in contract, tort or otherwise), suits, claims, demands and judgments of any kind, character and nature (collectively referred to herein as the “Liabilities”) caused by or directly or indirectly arising from or in any way relating to (A) the Bonds, the Loan, the Bond Loan Agreement, the Indenture, this Bond Purchase Agreement or any document related to the Bonds or the Loan (the “Transaction Documents”) or any transaction or agreement, written or oral, pertaining to the foregoing or (B) any untrue or misleading statement or alleged untrue or alleged misleading statement of a material fact contained in the Preliminary Official Statement (other than the Issuer Information), as of its date and as of the date hereof, or the Official Statement (other than the Issuer Information), as of the date thereof and the Closing Date, or caused by any omission or alleged omission from the Preliminary Official Statement (other than the Issuer Information), as of its date and as of the date hereof, or the Official Statement (other than the Issuer Information), as of the date thereof and the Closing Date, of any material fact necessary to make the statements made therein, in light of the circumstances under which they were made, not misleading, unless caused by the gross negligence or willful misconduct of the Issuer Indemnified Party seeking indemnification; and

(ii) the Purchaser and each past, present and future member, officer, director, official, employee and agent of the Purchaser and each person, if any, who controls any of the foregoing within the meaning of Section 15 of the Securities Act of 1933, as amended, or Section 20 of the Securities Exchange Act of 1934, as amended (collectively referred to herein as the “Purchaser Indemnified Parties,” and together with the Issuer Indemnified Parties, the “Indemnified Parties”), against any and all Liabilities caused by or directly or indirectly arising from or in any way relating to (A) the Transaction Documents or any transaction or agreement, written or oral, pertaining thereto or (B) any untrue or misleading statement or alleged untrue or alleged misleading statement of a material fact contained in the Borrower Information in the Preliminary Official Statement, as of its date and as of the date hereof, or the Borrower Information in the Official Statement, as of the date thereof and the Closing Date, or caused by any omission or alleged omission from the Borrower Information in the Preliminary Official Statement, as of its date and as of the date hereof, or the Borrower Information in the Official Statement, as of the date thereof and the Closing Date, of any material fact necessary to make the statements made therein, in light of the circumstances under which they were made, not misleading, unless caused by the gross negligence or willful misconduct of the Purchaser Indemnified Party seeking indemnification.

(b) The Borrower also agrees to pay, defend, protect, indemnify, save and hold harmless the Purchaser and each affiliate, member, officer, director, official, employee and agent of the Purchaser from and against the Liabilities directly or indirectly arising from or relating to any errors or omissions of any nature whatsoever contained in any legal proceedings or other official representation or inducement made by the Issuer pertaining to the Bonds.

(c) Any Indemnified Party shall notify the Borrower of the existence of any Liability to which this indemnification obligation would apply and shall give to the Borrower an opportunity to defend the same at the Borrower's sole expense and with counsel reasonably satisfactory to the Indemnified Party, provided that the Indemnified Party shall at all times also have the right to fully participate in the defense and shall have the right to review and approve or disapprove any compromise or settlement but not take any action to settle the same without the approval of the Borrower, which approval shall not be unreasonably withheld. If there may be legal defenses available to the Indemnified Party that are different from or in addition to those available to the Borrower, if conflicts of interest exist or arise between the Borrower and the Indemnified Party or if the Borrower shall, after this notice and within a period of time necessary to preserve any and all defenses to any claim asserted, fail to assume the defense or to employ counsel for that purpose satisfactory to the Indemnified Party, the Indemnified Party shall have the right, but not the obligation, to undertake the defense of, and to compromise or settle the claim or other matter on behalf of, for the account of, and at the risk and expense of, the Borrower, in any manner that the Indemnified Party, in its sole good-faith judgment, considers to be reasonable. Notwithstanding the foregoing provisions of this Section, the Borrower shall not be personally liable for the payment of principal or interest on the Note.

(d) In order to provide for just and equitable contribution in circumstances in which the indemnity provided for in paragraph (a) or (b) of this Section is for any reason held to be unavailable, the Borrower and the Purchaser shall contribute proportionately to the aggregate Liabilities to which the Borrower and the Indemnified Parties may be subject, so that the Purchaser is responsible for that portion represented by the percentage that the fees paid by the Borrower to the Purchaser in connection with the issuance and administration of the Bonds bear to the aggregate offering price of the Bonds, with the Borrower responsible for the balance; provided, however, that in no case shall the Purchaser be responsible for any amount in excess of the fees paid by the Borrower to the Purchaser in connection with the issuance and administration of the Bonds and provided further that the Borrower shall not be required to contribute for Liabilities arising from the gross negligence or willful misconduct of the Purchaser. No person guilty of fraudulent misrepresentation (within the meaning of Section 10(b) of the Securities Act of 1933) shall be entitled to contribution from any person who was not guilty of such misrepresentation.

(e) The Indemnified Parties, other than the Issuer and the Purchaser, shall be considered to be third-party beneficiaries of this Bond Purchase Agreement for purposes of this Section. The provisions of this Section will be in addition to all liability that the Borrower may otherwise have and shall survive any termination of this Bond Purchase Agreement, the offering and sale of the Bonds and the payment or provisions for payment of the Bonds.

(f) The indemnification hereunder shall be in addition to, and shall not limit, any indemnity granted by the Borrower pursuant to the Bond Loan Agreement, the Land Use Restriction Agreement or any other document.

(g) Nothing herein shall be construed to create recourse debt to the Borrower for the Loan or the Bonds.

All obligations under this Section are subject to the limitations in Section 19 of this Bond Purchase Agreement.

Section 6. Closing.

At 11:00 a.m., Eastern time, on November [], 2025, or at such time on such earlier or later date as shall be agreed upon in writing by the Issuer, the Borrower and the Purchaser, the Issuer shall direct the Trustee to deliver the Bonds to the Purchaser through the facilities of The Depository Trust Company ("DTC"), New York, New York, in definitive form, duly executed and authenticated by the Trustee. Subject

to the terms and conditions hereof, the Issuer shall deliver at the Issuer's offices the other documents and instruments to be delivered pursuant to this Bond Purchase Agreement (the "Closing Documents") and the Purchaser shall accept delivery of the Bonds and Closing Documents and pay the purchase price for the Bonds by wire transfer, to the Trustee, in immediately available federal funds, for the account of the Issuer or as the Issuer shall direct. As a condition precedent to such acceptance, the Purchaser shall have received the Underwriting Fee by wire transfer in immediately available federal funds to the order of the Purchaser, in such manner as shall be agreed upon by the Borrower and the Purchaser (but in no event shall such fee be netted against the purchase price of the Bonds). This delivery and payment is herein called the "Closing" and the date on which the Closing occurs is herein called the "Closing Date."

Section 7. Closing Conditions.

The Purchaser has entered into this Bond Purchase Agreement in reliance upon representations, warranties and agreements of the Issuer and the Borrower contained herein, in reliance upon the representations, warranties and agreements to be contained in the documents and instruments to be delivered at the Closing and upon the performance by the Issuer and the Borrower of their obligations hereunder, both as of the date hereof and as of the Closing Date. Accordingly, the Purchaser's obligations under this Bond Purchase Agreement to purchase, to accept delivery of and to pay for the Bonds shall be subject to the performance by the Issuer and the Borrower of their obligations to be performed by them hereunder at or prior to the Closing, and to the accuracy in all material respects of the representations and warranties of the Issuer and of the Borrower contained herein as of the date hereof and as of the Closing as if made on the Closing Date, and shall also be subject to the following additional conditions:

(a) At the time of the Closing, the Resolution shall have been duly approved and adopted by the Issuer and shall be in full force and effect and the Issuer Documents shall have been duly authorized, executed and delivered, and shall not have been amended, modified or supplemented, except as may have been agreed to in writing by the Purchaser and there shall have been taken in connection therewith and in connection with the issuance of the Bonds all such actions as, in the opinion of Greenberg Traurig, P.A. ("Bond Counsel"), and counsel for the Purchaser, shall be necessary and appropriate in connection with the transactions contemplated hereby.

(b) The Purchaser may terminate this Bond Purchase Agreement by notification to the Issuer and the Borrower if at any time subsequent to the date hereof and at or prior to the Closing:

(i) (A) legislation shall be enacted by the Congress of the United States or adopted by the Senate or House of Representatives of the United States, or recommended to the Congress for passage by the President of the United States, or favorably reported for passage to the Senate or House of Representatives by any committee of either such body to which such legislation has been referred for consideration or by a conference committee of such bodies, (B) a decision shall be rendered by a court of the United States or by the Tax Court of the United States, (C) a ruling, regulation or official action shall be rendered by or on behalf of the United States, or (D) a ruling, regulation or official action shall be proposed or issued, in any manner, including by pronouncement, press release or any other form of notice, by or on behalf of the Treasury Department of the United States, the Internal Revenue Service or another governmental agency of the United States or by or on behalf of any member of the Senate or House of Representatives of the United States in any such instance with respect to federal taxation of interest received on obligations of the general character of the Bonds and which (1) in the opinion of counsel for the Purchaser would have or proposes action which would have the effect of making such interest includable in gross income for federal income tax purposes or (2) which, in the opinion of the Purchaser would materially adversely affect any intended utilization of Bond proceeds or other intended action described in the Official Statement;

(ii) between the date hereof and the Closing, payment for and delivery of the Bonds is materially adversely affected because (A) trading in securities generally shall have been suspended on the New York Stock Exchange or a general banking moratorium shall have been established by Federal or New York authorities or (B) a war involving the United States shall have been declared, or there shall have occurred any other outbreak or escalation of hostilities or another national or international calamity, or escalation thereof, shall have occurred or escalated, the effect of any of which, in the judgment of the Purchaser materially adversely affects the marketability of the Bonds (it being agreed by the parties hereto that there is no war or national calamity of such a nature as of the date hereof);

(iii) any event shall occur or exist which, in the judgment of the Purchaser either makes untrue or incorrect any statement of a material fact in the Official Statement or causes the Official Statement to omit a material fact necessary to make the statements therein, in light of the circumstances under which they are made, not misleading;

(iv) legislation shall be enacted, or any action shall be taken by the Securities and Exchange Commission, which, in the opinion of counsel for the Purchaser has or may have the effect of requiring the contemplated distribution of the Bonds to be registered under the Securities Act of 1933, as amended, or the Indenture to be qualified as an indenture under the Trust Indenture Act of 1939, as amended; or that the issuance, offering, or sale of obligations of the general character of the Bonds, including any or all underlying arrangements, as contemplated hereby or by the Official Statement or otherwise, is or would be in violation of the federal securities law as amended and then in effect;

(v) there shall have occurred or any notice shall have been given of any intended review, downgrading, suspension, withdrawal or negative change in credit watch status by any national rating service of the Bonds;

(vi) the purchase of and payment for the Bonds by the Purchaser, or the resale of the Bonds by the Purchaser, on the terms and conditions herein provided shall be prohibited by any applicable law, governmental authority, board, agency or commission;

(vii) an occurrence, in the judgment of the Purchaser, of a material adverse change in the capital markets which makes the syndication, sale or financing contemplated hereby impractical or which makes it inadvisable to proceed with the syndication, sale or financing contemplated hereby on the terms, manner and basis contemplated hereby;

(viii) there shall have occurred since the date of this Bond Purchase Agreement any materially adverse change in the affairs or financial condition of the Borrower; or

(ix) any fact or event shall exist or have existed that, in the Purchaser's judgment, requires or has required an amendment of or supplement to, the Official Statement.

(c) At or prior to the Closing, the Purchaser shall receive the following documents:

(i) an approving opinion of Bond Counsel addressed to the Issuer, dated the Closing Date substantially in the form attached to the Official Statement, and a reliance letter of such counsel dated the Closing Date and addressed to the Purchaser and the Trustee;

(ii) opinions or certificates, as the case may be, dated the Closing Date and addressed to the Purchaser and to such other parties as may be appropriate, of:

- (A) Bond Counsel, substantially in the form attached hereto as Appendix A;
 - (B) Borrower's Counsel, substantially in the form attached hereto as Appendix B;
 - (C) Counsel to the Trustee, substantially in the form attached hereto as Appendix C; and
 - (D) Purchaser's Counsel, in form and substance satisfactory to the Purchaser
- (iii) a certificate, dated the Closing Date and signed on behalf of the Issuer, to the effect that:

(A) there is no action, suit, proceeding, inquiry or investigation, at law or in equity, before or by any court, public board or body pending for which the Issuer has received service of process or, to the knowledge of the Issuer, threatened in any court, in any way affecting the existence or powers of the Issuer or the title of any of the officers or members of the Issuer to their offices, or seeking to restrain or to enjoin the issuance, sale or delivery of the Bonds, or the collection of revenues or assets of the Issuer pledged or to be pledged as security for the Bonds, or in any way contesting or affecting the validity or enforceability of the Bonds, the Act, the Resolution, or any agreement or instrument relating thereto, or contesting in any way the completeness or accuracy of the Issuer Documents, Preliminary Official Statement or the Official Statement or the existence or powers of the Issuer with respect to the Bonds, the Act, the Resolution, or any agreement or instrument relating thereto, or in which a final adverse decision would materially adversely affect the ability of the Issuer to comply with its obligations relating to the Bonds;

(B) the Issuer has complied or will comply with all agreements, covenants and arrangements and has satisfied all conditions on its part to be complied with, performed or satisfied in connection with the issuance and delivery of the Bonds on or prior to the Closing Date;

(C) the representations and warranties of the Issuer contained herein and in the Issuer Documents are true, complete and correct in all material respects as of their respective dates, the date hereof and the Closing Date; and

(D) the statements contained in the Issuer Information in the Preliminary Official Statement and the Official Statement are true and correct in all material respects, and do not contain an untrue statement of a material fact or omit any material fact necessary to make the statements therein, in light of the circumstances under which they were made, not misleading;

(iv) a certificate of the Issuer and the Borrower as to arbitrage and other federal tax matters in form and substance acceptable to Bond Counsel and the Purchaser;

(v) a certificate of the Borrower, dated the Closing Date, that (A) each of the representations and warranties set forth in the Borrower Documents (including this Bond Purchase Agreement) is true and correct in all material respects on the Closing Date with the same effect as if made on the Closing Date, (B) to the Borrower's knowledge the Preliminary Official Statement and the Official Statement, as of their respective dates, do not contain any untrue statement of a

material fact, or omit to state any material fact necessary to make the statements therein, in light of the circumstances under which they were made, not misleading, and (C) the Borrower has complied with all agreements and satisfied all the conditions on its part to be performed or satisfied under the Borrower Documents on or prior to the Closing Date;

(vi) counterpart originals or copies of each of the executed Issuer Documents, Borrower Documents and Trustee Documents;

(vii) written evidence satisfactory to the Purchaser that Moody's Ratings has issued a rating of "[Aa1]/VMIG-1" for the Bonds which rating has not been placed under review or on "Credit Alert" with negative implications or a similar credit alert by a national rating service and such rating shall be in effect on the Closing Date;

(viii) the Borrower's 15c2-12 Certificate, duly executed by the Borrower substantially set forth in Appendix D hereto, such agreements, certificates and opinions as requested by the Purchaser to evidence the closing of the Loan; and

(ix) such additional legal opinions, certificates (including any certificates necessary or desirable in order to establish the exclusion of the interest on the Bonds from gross income for federal income tax purposes), instruments and other documents as the Purchaser may request to evidence the truth and accuracy, as of the Closing Date, of the Issuer's and the Borrower's representations herein and in the Official Statement and the due performance or satisfaction by the Issuer and the Borrower on or prior to such date of all agreements then to be performed, and all conditions then to be satisfied by them.

If the obligations of the Purchaser shall be terminated for any reason permitted by this Bond Purchase Agreement, neither the Purchaser nor the Issuer shall be under further obligation hereunder.

Section 8. Expenses.

The Purchaser shall be under no obligation to pay, and the Borrower hereby agrees to pay, all expenses incident to the performance of the Issuer's obligations hereunder, including, but not limited to, (a) the costs of printing and preparation for printing or other reproduction for distribution and use in connection with the public offering of the Bonds, such number of copies as the Purchaser shall require of the Indenture, the Resolution, the Preliminary Official Statement and the Official Statement, as well as any delivery costs incurred in connection with the distribution of the foregoing documents; (b) the cost of preparing the definitive Bonds; (c) the fees and disbursements of Bond Counsel in connection with the authorization and issuance of the Bonds; the fees and expenses of the Trustee and its counsel; the fees and expenses of the Issuer and its counsel; and the fees and disbursements of any other experts or consultants retained by the Issuer; (d) the fees of any rating agencies in connection with the rating of the Bonds; (e) all advertising expenses in connection with the public offering of the Bonds; (f) the Underwriting Fee and the fees and expenses of counsel to the Purchaser; and (g) all other expenses in connection with the public offer and sale of the Bonds. The Borrower shall also pay for any expenses incurred by the Purchaser which are incidental to implementing this Bond Purchase Agreement and the issuance of the Bonds, including, but not limited to, meals, transportation and lodging, if any, and any other miscellaneous closing costs. The Borrower acknowledges it had an opportunity, in consultation with such advisors as it deemed appropriate, if any, to evaluate and consider the fees and expenses being incurred as part of the issuance of the Bonds.

The Issuer shall not have any obligation to pay any fees, expenses or costs associated with or resulting from the issuance and delivery of the Bonds.

Section 9. Notices.

Any notice or other communication to be given to the Issuer or the Borrower at the respective addresses set forth on the first page hereof and any such notice or other communication to be given to the Purchaser may be given by mailing the same to RBC Capital Markets, LLC, 100 2nd Avenue South, Suite 800, St. Petersburg, Florida 33701, Attention: Ms. Helen H. Feinberg.

Section 10. Parties in Interest.

This Bond Purchase Agreement is made solely for the benefit of the Issuer, the Borrower and the Purchaser (including any successor or assignees of the Purchaser), and, except as provided in Section 5 hereof, no other party or person shall acquire or have any right hereunder or by virtue hereof.

Section 11. Amendments.

This Bond Purchase Agreement may not be amended without the written consent of the Issuer, the Borrower and the Purchaser.

Section 12. Survival of Representations and Warranties.

The representations and warranties of the Issuer and the Borrower shall not be deemed to have been discharged, satisfied or otherwise rendered void by reason of the Closing and regardless of any investigations made by or on behalf of the Purchaser (or statements as to the results of such investigations) concerning such representations and statements of the Issuer and the Borrower and regardless of delivery of and payment for the Bonds.

Section 13. Execution in Counterparts.

This Bond Purchase Agreement may be executed by the parties hereto in separate counterparts, each of which when so executed and delivered shall be an original, but all such counterparts shall together constitute but one and the same instrument.

Section 14. No Prior Agreements.

This Bond Purchase Agreement supersedes and replaces all prior negotiations, agreements and understandings between the parties hereto in relation to the sale of Bonds for the Issuer.

Section 15. Effective Date.

This Bond Purchase Agreement shall become effective and binding upon the respective parties hereto upon the execution of the acceptance hereof by the Issuer and the Borrower and shall be valid and enforceable as of the time of such acceptance.

Section 16. Governing Law.

This Bond Purchase Agreement shall be governed by the internal laws of the State without giving effect to the conflict of law principles of the State.

Section 17. Purchaser Not Acting as Advisor or Fiduciary.

The Issuer and the Borrower each acknowledge and agree that (i) the purchase and sale of the Bonds pursuant to this Bond Purchase Agreement is an arm's-length commercial transaction among the Issuer, the

Borrower, and the Purchaser, (ii) in connection therewith and with the discussions, undertaking and procedures leading up to the consummation of such transaction, the Purchaser is and has been acting solely as a principal and is not acting as the agent, advisor, or fiduciary of the Issuer or the Borrower, (iii) the Purchaser has not assumed an advisory or fiduciary responsibility in favor of the Issuer or the Borrower with respect to the offering contemplated hereby or the discussions, undertakings and procedures leading thereto (irrespective of whether the Purchaser has provided other services or is currently providing other services to the Issuer or the Borrower on other matters) and the Purchaser has no obligation to the Issuer or the Borrower with respect to the offering contemplated hereby except the obligations expressly set forth in this Bond Purchase Agreement, (iv) the Purchaser is acting solely in their capacity as underwriter for their own accounts, and (v) the Issuer and the Borrower have consulted their own legal, financial and other advisors to the extent they deem appropriate.

Section 18. Establishment of Issue Price.

(a) The Purchaser agrees to assist the Issuer in establishing the issue price of the Bonds and shall execute and deliver to the Issuer at Closing an “issue price” or similar certificate substantially in the form of Appendix E hereto, together with the supporting pricing wires or equivalent communications, with such modifications as may be appropriate or necessary, in the judgment of the Purchaser, the Issuer and Bond Counsel, to accurately reflect, as applicable, the sales price or prices or the initial offering price or prices to the public of the Bonds. As applicable, all actions to be taken by the Issuer under this section to establish the issue price of the Bonds may be taken on behalf of the Issuer by the Issuer’s municipal advisor and any notice or report to be provided to the Issuer may be provided to the Issuer’s municipal advisor.

(b) Except as otherwise set forth in Section 1 hereto, the Issuer will treat the first price at which 10% of each maturity of the Bonds (the “10% test”) is sold to the public as the issue price of that maturity (if different interest rates apply within a maturity, each separate CUSIP number within that maturity will be subject to the 10% test). At or promptly after the execution of this Bond Purchase Agreement, the Purchaser shall report to the Issuer the price or prices at which it has sold to the public each maturity of Bonds. Also, as of the date of this Bond Purchase Agreement, the maturities, if any, of the Securities for which the 10% test has not been satisfied and for which the Issuer and the Purchaser, agree that the restrictions set forth in the next sentence shall apply, which will allow the Issuer to treat the initial offering price to the public of each such maturity as of the sale date as the issue price of that maturity (the “hold-the-offering-price rule”). So long as the hold-the-offering-price rule remains applicable to any maturity of the Bonds, the Purchaser will neither offer nor sell unsold Bonds of that maturity to any person at a price that is higher than the initial offering price to the public during the period starting on the sale date and ending on the earlier of the following:

- (i) the close of the fifth (5th) business day after the sale date; or
- (ii) the date on which the Purchaser has sold at least 10% of that maturity of the Bonds to the public at a price that is no higher than the initial offering price to the public.

(c) The Purchaser confirms that it has offered the Bonds to the public on or before the date of this Bond Purchase Agreement at the offering price or prices (the “initial offering price”), or at the corresponding yield or yields, set forth in Section 1 hereto, except as otherwise set forth therein. Section 1 also sets forth, as of the date of this Bond Purchase Agreement, the maturities, if any, of the Bonds for which the 10% test has not been satisfied and for which the Issuer and the Purchaser agree that the restrictions set forth in the next sentence shall apply, which will allow the Issuer to treat the initial offering price to the public of each such maturity as of the sale date as the issue price of that maturity. So long as the hold-the-offering-price rule remains applicable to any maturity of the Bonds, the Purchaser will neither

offer nor sell unsold Bonds of that maturity to any person at a price that is higher than the initial offering price to the public during the period starting on the sale date and ending on the earlier of the following:

- (i) the close of the fifth (5th) business day after the sale date; or
- (ii) the date on which the Purchaser has sold at least 10% of that maturity of the Bonds to the public at a price that is no higher than the initial offering price to the public.

The Purchaser shall promptly advise the Issuer when it has sold 10% of that maturity of the Bonds to the public at a price that is no higher than the initial offering price to the public if that occurs prior to the close of the fifth (5th) business day after the sale date.

(d) The Purchaser confirms that any selling group agreement relating to the initial sale of the Bonds to the public, together with the related pricing wires, contains or will contain language obligating each dealer who is a member of the selling group to (A) report the prices at which it sells to the public the unsold Bonds of each maturity allotted to it until it is notified by the Purchaser that either the 10% test has been satisfied as to the Bonds of that maturity or all Bonds of that maturity have been sold to the public and (B) comply with the hold-the-offering-price rule, if applicable, in each case if and for so long as directed by the Purchaser. The Issuer acknowledges that, in making the representation set forth in this subsection, the Purchaser will rely on in the event a selling group has been created in connection with the initial sale of the Bonds to the public, the agreement of each dealer who is a member of the selling group to comply with the hold-the-offering-price rule, if applicable, as set forth in a selling group agreement and the related pricing wires. The Issuer further acknowledges that the Purchaser shall not be liable for the failure of any dealer who is a member of a selling group, or of any broker-dealer that is a party to a third party distribution agreement, to comply with its corresponding agreement regarding the hold-the-offering-price rule as applicable to the Bonds.

(e) The Purchaser acknowledges that sales of any Bonds to any person that is a related party to the Purchaser shall not constitute sales to the public for purposes of this section. Further, for purposes of this section:

- (i) “public” means any person other than an underwriter or a related party,
- (ii) “underwriter” means (A) any person that agrees pursuant to a written contract with the Issuer (or with the lead underwriter to form an underwriting syndicate) to participate in the initial sale of the Bonds to the public and (B) any person that agrees pursuant to a written contract directly or indirectly with a person described in clause (A) to participate in the initial sale of the Bonds to the public (including a member of a selling group or a party to a third party distribution agreement participating in the initial sale of the Bonds to the public),
- (iii) a purchaser of any of the Bonds is a “related party” to an underwriter if the underwriter and the purchaser are subject, directly or indirectly, to (A) more than 50% common ownership of the voting power or the total value of their stock, if both entities are corporations (including direct ownership by one corporation of another), (B) more than 50% common ownership of their capital interests or profits interests, if both entities are partnerships (including direct ownership by one partnership of another), or (C) more than 50% common ownership of the value of the outstanding stock of the corporation or the capital interests or profit interests of the partnership, as applicable, if one entity is a corporation and the other entity is a partnership (including direct ownership of the applicable stock or interests by one entity of the other), and

(iv) “sale date” means the date of execution of this Bond Purchase Agreement by all parties.

Section 19. FHA Federal Laws and Requirements Control.

Notwithstanding anything in this Bond Purchase Agreement to the contrary, the Borrower, the Issuer and the Purchaser acknowledge that this Bond Purchase Agreement, and any obligations of the Borrower hereunder, are subject and subordinate to the Lender Loan Documents. Notwithstanding any provision in this Bond Purchase Agreement to the contrary, no obligations of the Borrower hereunder shall be payable except from (A) Surplus Cash (as defined in the HUD Regulatory Agreements), (B) funds that are not derived from (i) revenues of the Project (as defined in the Lender Mortgages) or (ii) any reserve or deposit made with the Original Lender, the Lender or any other party as required by HUD in connection with the Lender Loan Documents, or (C) the Lender funds which have been deposited into the Collateral Fund by or at the direction of the Lender (collectively, “Non-Project Sources”). No claims or actions shall be made (or payable) under this Bond Purchase Agreement against the Project, the Original Lender or the Lender, the proceeds of the Lender Borrower Notes, or the assets of the Borrower, except from Non-Project Sources. In addition, the rights and obligations of the parties under this Bond Purchase Agreement and all other documents evidencing, implementing, or securing this Bond Purchase Agreement (collectively, the “Subordinate Bond Documents”) are and shall be subordinated in all respects to the rights and obligations of the parties to and under the Lender Loan Documents. In the event of any conflict between the provisions of (i) this Bond Purchase Agreement or the Subordinate Bond Documents and (ii) the provisions of the Lender Loan Documents or the Program Obligations (as defined in the Lender Mortgages), the provisions of the Lender Loan Documents, the Program Obligations or the GNMA statutory, regulatory or administrative requirements, as applicable, shall control. The provisions of this Section shall control over any inconsistent provisions in this Bond Purchase Agreement or the Subordinate Bond Documents.

Section 20. Anti-Human Trafficking.

By execution of this Bond Purchase Agreement by the respective undersigned authorized representatives of Underwriter and Borrower, the Underwriter and the Borrower each hereby attest under penalty of perjury that the Underwriter and the Borrower, respectively, do not use coercion for labor or services, as such terms are defined in Section 787.06, Florida Statutes; under penalties of perjury, the respective undersigned authorized representatives of Underwriter and Borrower declare that they have read the foregoing statement and that the facts stated in it are true.

If the foregoing is in accordance with your understanding of the Bond Purchase Agreement please sign and return to us the enclosed duplicate copies hereof, whereupon it will become a binding agreement among the Issuer, the Borrower and the Purchaser in accordance with its terms.

Very truly yours,

RBC CAPITAL MARKETS, LLC

By: _____
Name: Helen H. Feinberg
Title: Managing Director

(Signatures continue on next page)

(Issuer's Signature Page to the San Jose Apartments Bond Purchase Agreement)

ACCEPTED at _____, Florida _____ .m. Eastern time this ____ day of _____, 2025.

**OSCEOLA COUNTY HOUSING FINANCE
AUTHORITY**

By: _____
Duane Owen, Chair

(Borrower's Signature Page to the San Jose Apartments Bond Purchase Agreement)

SAN JOSE PRESERVATION, LTD., a Florida limited partnership

By: **SAN JOSE PRESERVATION GP LLC**, a Delaware limited liability company, its general partner

By: _____
Russell Condas
Vice President

SCHEDULE I

Principal Amount	Maturity Date	Interest Rate	Price
\$(PAR AMOUNT]	[_____] 1, 20____]	[_____]%	[_____]%

SCHEDULE II

DISCLOSURE LETTER

November [], 2025

Osceola County Housing Finance Authority
c/o Governmental Management Services - Central Florida LLC
219 East Livingston Street
Orlando, FL 32801

Ladies and Gentlemen:

In reference to the issuance of those certain \$[PAR AMOUNT] Osceola County Housing Finance Authority, Multifamily Housing Revenue Bonds (San Jose Apartments), Series 2025 C (the “Bonds”), RBC Capital Markets, LLC (the “Purchaser”), pursuant to the Bond Purchase Agreement (the “Purchase Contract”) between the Purchaser, San Jose Preservation, Ltd. (the “Borrower”), and the Osceola County Housing Finance Authority (the “Issuer”), hereby makes the following disclosures to the Issuer:

1. The Purchaser is acting as underwriter to the Issuer for the public offering of the Bonds. The total fee to be paid to the Purchaser pursuant to the Purchase Contract is equal to approximately \$[] per bond, of the total face amount of the Bonds, or \$[].

2. The estimated expenses not included in the above number to be incurred by the Purchaser and to be charged to the Borrower in connection with the issuance of the Bonds are:

Purchaser’s Counsel (including disbursements) \$[] (or \$[] per Bond)

3. The names, addresses and estimated amounts of compensation of any person who is not regularly employed by, or not a partner or officer of, an underwriter, bank, banker or financial consultant or advisor and who enters into an understanding with either the Issuer or the Purchaser, for any paid or promised compensation or valuable consideration, directly or indirectly, expressly or implied, to act solely as an intermediary between the Issuer and the Purchaser or who exercises or attempts to exercise any influence to effect any transaction in the purchase of the Bonds are:

None

4. The amount of the underwriting risk and takedown expected to be realized is:

Takedown/Concession \$[] or \$[] per Bond.

5. The amount of the management fee to be charged by the Purchaser is:

\$[] or \$[] per Bond.

6. Any other fee, bonus, and other compensation estimated to be paid by the Purchaser in connection with the Bonds to any person not regularly employed or retained by the Purchaser is as follows:

Fee and Expenses

\$[] or \$[] per Bond (in addition to Purchaser’s Counsel fee)

7. The Issuer is proposing to issue \$[PAR AMOUNT] of debt or obligation for the purpose of financing the Development. This debt or obligation is expected to be repaid over a period of [_____] years. At a forecasted interest rate of [_____]%, total interest paid over the life of the debt or obligation will be \$[_____].

8. The source of repayment or security for the Bonds is the Trust Estate. Authorizing this debt or obligation will result in \$[0.00] of the Issuer's moneys not being available to finance the other services of the Issuer each year the Bonds are Outstanding.

9. The name and address of the Purchaser connected with the Bonds is:

RBC Capital Markets, LLC
100 2nd Avenue South, Suite 800
St. Petersburg, Florida 33701

[Signature Page to San Jose Apartments Disclosure Letter]

RBC CAPITAL MARKETS, LLC

By: _____
Name: Helen H. Feinberg
Title: Managing Director

APPENDIX A
FORM OF SUPPLEMENTAL OPINION OF BOND COUNSEL

[UPDATE?]

November __, 2025

RBC Capital Markets, LLC
St. Petersburg, Florida

\$(PAR AMOUNT)
Osceola County Housing Finance Authority
Multifamily Housing Revenue Bonds,
2025 Series [] (San Jose Apartments)

We have acted as bond counsel to the Osceola County Housing Finance Authority (the "Issuer") in connection with the issuance of \$(PAR AMOUNT) in aggregate principal amount of its Multifamily Housing Revenue Bonds, 2025 Series [] (San Jose Apartments) (the "Bonds"), pursuant to a Trust Indenture dated as of November 1, 2025 (the "Indenture"), by and between the Issuer and The Bank of New York Mellon Trust Company, N.A. as trustee. Capitalized terms not otherwise defined herein shall have the meanings assigned to them in the Indenture.

We are of the opinion, as of the date hereof, as follows:

1. The Bond Purchase Agreement has been duly authorized, executed and delivered by, and constitutes the legally valid and binding agreement of the Issuer, enforceable in accordance with its terms.
2. The Bonds constitute exempted securities within the meaning of the Securities Act of 1933, as amended, and the Indenture is exempt from application of the Trust Indenture Act of 1939, as amended, and it is not necessary, in connection with the public offering and sale of the Bonds, to register any securities under said Securities Act or to qualify any indenture under said Trust Indenture Act.
3. No action, suit, proceeding, inquiry or investigation, at law or in equity, before or by any court, regulatory agency or public board or body, is pending or, to the best of our knowledge, threatened in any way affecting the existence of the Issuer or the titles of its officers to their respective offices, or seeking to restrain or to enjoin the issuance, sale or delivery of the Bonds, the application of the proceeds thereof in accordance with the Indenture, the collection or application of the Revenues, other money, securities, funds, accounts, guarantees, insurance and other items pledged under the Indenture to pay the principal of and interest on the Bonds, or the pledge thereof or of the proceeds of the Bonds or in any way contesting or affecting the validity or enforceability of the Bonds, the Bond Documents, the Issuer Documents or any action of the Issuer contemplated by those documents, or in any way contesting the completeness or accuracy of the Preliminary Official Statement or the Official Statement or the powers of the Issuer or its authority with respect to the Bonds, the Bond Documents, the Issuer Documents or any action on the part of the Issuer contemplated by those documents or which would adversely affect the exclusion of interest

paid on the Bonds from gross income for federal income tax purposes, nor to the best of our knowledge is there any basis therefor.

4. The Issuer is a public body corporate and politic of the State of Florida, established by and acting pursuant to the Act, with full legal right, power and authority to issue the Bonds and to perform all of its obligations under the Bonds, the Bond Documents and the Issuer Documents, and the same are now in full force and effect, and the Issuer has duly adopted the Resolutions and has duly authorized, executed and delivered the Bonds, the Bond Documents, the Preliminary Official Statement and the Official Statement, and (assuming due authorization, execution and delivery by the other parties thereto, where necessary) the Bonds and the Bond Documents constitute legal, valid and binding agreements of the Issuer, enforceable in accordance with their terms.

5. The adoption of the Resolutions and the execution and delivery of the Bonds, the Bond Documents and the other instruments contemplated by any of such documents to which the Issuer is a party, and compliance with the provisions of each thereof, will not conflict with or constitute a breach of or default by the Issuer under any applicable law or administrative rule or regulation of the State of Florida, or to the best of our knowledge, the United States, or any department, division, agency or instrumentality of either thereof, or any applicable court or administrative decree or order or any loan agreement, note, resolution, indenture, contract, agreement or other instrument to which the Issuer is a party or is otherwise subject or bound.

6. All approvals, consents, authorizations, elections and orders of or filings or registrations with any governmental authority, board, agency or issuer having jurisdiction which would constitute a condition precedent to, or the absence of which would materially adversely affect, the performance by the Issuer of its duties and obligations under the Bonds and the Bond Documents have been obtained and are in full force and effect.

7. The Bonds and the Bond Documents conform to the descriptions thereof contained in the Preliminary Official Statement and the Official Statement, and the statements contained in the Preliminary Official Statement, as of its date and the date of the Bond Purchase Agreement, and the Official Statement, as of its date and the date hereof, on the cover and under the captions "INTRODUCTION," "SECURITY FOR THE BONDS," "THE BONDS" (except under the subcaption "Book-Entry Only System") and "TAX MATTERS," and in Appendices A, B, and C, insofar as such statements purport to summarize certain provisions of the Bonds and the Bond Documents and our Bond Counsel opinion, present a fair and accurate summary of such provisions.

Very truly yours,

APPENDIX B

OPINION OF COUNSEL TO THE BORROWER

November [], 2025

Osceola County Housing Finance Authority
c/o Governmental Management Services - Central
Florida LLC
219 East Livingston Street
Orlando, FL 32801
Greenberg Traurig, P.A.
450 S. Orange Avenue
Suite 650
Orland, FL 32801

The Bank of New York Mellon Trust Company,
N.A.
4655 Salisbury Rd., Suite 300
Jacksonville, Florida 32256

RBC Capital Markets, LLC
100 2nd Avenue South, Suite 800
St. Petersburg, Florida 33701

[TO COME]

APPENDIX C

OPINION OF COUNSEL TO THE TRUSTEE

November __, 2025

Osceola County Housing Finance Authority
c/o Governmental Management Services - Central
Florida LLC
219 East Livingston Street
Orlando, FL 32801

The Bank of New York Mellon Trust Company,
N.A.
4655 Salisbury Rd., Suite 300
Jacksonville, Florida 32256

RBC Capital Markets, LLC
100 2nd Avenue South, Suite 800
St. Petersburg, Florida 33701

Re: \$[PAR AMOUNT] Osceola County Housing Finance Authority Multifamily Housing
Revenue Bonds, 2025 Series [] (San Jose Apartments)

[TO COME]

APPENDIX D

FORM OF RULE 15c2-12 CERTIFICATE

[\$27,500,000]

Osceola County Housing Finance Authority
Multifamily Housing Revenue Bonds,
2025 Series []
(San Jose Apartments)

The undersigned hereby certifies and represents to RBC Capital Markets, LLC (the “Underwriter”) that he/she is authorized to execute and deliver this certificate on behalf of San Jose Preservation, Ltd., a Florida limited partnership (the “Borrower”), and hereby further certifies to the Underwriter as follows:

(a) This Certificate is delivered to enable the Underwriter to comply with Securities and Exchange Commission Rule 15c2-12 under the Securities Exchange Act of 1934 (the “Rule”) in connection with the issuance and sale of the above captioned bonds (the “Bonds”).

(b) In connection with the issuance and sale of the Bonds, there has been prepared a Preliminary Official Statement, dated the date of this certificate, setting forth information concerning the Bonds and the Borrower (the “Preliminary Official Statement”).

(c) As used herein, “Permitted Omissions” shall mean the offering price(s), interest rate(s), accreted values, yield to maturity, selling compensation, aggregate principal amount, principal amount per maturity, delivery dates, ratings and other terms of the Bonds depending on such matters, all with respect to the issuance and sale of the Bonds.

(d) The Preliminary Official Statement is, as of the date thereof, deemed final within the meaning of the Rule, except for Permitted Omissions.

(e) The sections of the Preliminary Official Statement entitled “CONTINUING DISCLOSURE” and “APPENDIX D — FORM OF CONTINUING DISCLOSURE AGREEMENT” describes the agreement the Borrower expects to make for the benefit of the Bondholders in the Continuing Disclosure Agreement dated as of November 1, 2025 by and between the Borrower and The Bank of New York Mellon Trust Company, N.A., as dissemination agent, by which the Borrower will undertake to provide continuing disclosure in accordance with the Rule.

Dated: [_____, 2025]

(Signature Page to San Jose Apartments Borrower's Rule 15c2-12 Certificate)

IN WITNESS WHEREOF, I have hereunto set my hand as of the date set forth above.

SAN JOSE PRESERVATION, LTD., a Florida limited partnership

By: **SAN JOSE PRESERVATION GP LLC**, a Delaware limited liability company, its general partner

By: _____
Russell Condas
Vice President

APPENDIX E

FORM OF ISSUE PRICE CERTIFICATE

\$[27,500,000]

Osceola County Housing Finance Authority
Multifamily Housing Revenue Bonds,
2025 Series []
(San Jose Apartments)

The undersigned, on behalf of RBC Capital Markets, LLC (“RBC”), on behalf of itself, hereby certifies as set forth below with respect to the sale and issuance of the above-captioned obligations (the “Bonds”).

1. Sale of the Bonds. As of the date of this Certificate, for each Maturity of the Bonds, the first price at which at least 10% of such Maturity of the Bonds was sold to the Public is the respective price listed in Section 1 of the Bond Purchase Agreement dated [], 2025], among RBC, San Jose Preservation, Ltd., a Florida limited partnership (the “Borrower”), and the Osceola County Housing Finance Authority of (the “Issuer”).

2. Defined Terms.

(a) “*Issuer*” means the Osceola County Housing Finance Authority, a public body corporate and politic created, organized and existing under the laws of the State of Florida.

(b) “*Maturity*” means Bonds with the same credit and payment terms. Bonds with different maturity dates, or Bonds with the same maturity date but different stated interest rates, are treated as separate Maturities.

(c) “*Public*” means any person (including an individual, trust, estate, partnership, association, company, or corporation) other than the Underwriter or a related party to the Underwriter. The term “related party” for purposes of this Certificate means any two or more persons who are subject, directly or indirectly, to (i) more than 50% common ownership of the voting power or the total value of their stock, if both entities are corporations (including direct ownership by one corporation of another), (ii) more than 50% common ownership of their capital interests or profits interests, if both entities are partnerships (including direct ownership by one partnership of another), or (iii) more than 50% common ownership of the value of the outstanding stock of the corporation or the capital interest or profits interest of the partnership, as applicable, if one entity is a corporation and the other entity is a partnership (including direct ownership of the applicable stock or interests by one entity of the other).

(d) “*Underwriter*” means (i) RBC, (ii) any person that agrees pursuant to a written contract with the Issuer (or with the lead underwriter to form an underwriting syndicate) to participate in the initial sale of the Bonds to the Public, and (iii) any person that agrees pursuant to a written contract directly or indirectly with a person described in clause (ii) of this paragraph to participate in the initial sale of the Bonds to the Public (including a member of a selling group or a party to a third-party distribution agreement participating in the initial sale of the Bonds to the Public).

The representations set forth in this Certificate are limited to factual matters only. Nothing in this Certificate represents RBC’s interpretation of any laws, including specifically Sections 103 and 148 of the Internal Revenue Code of 1986, as amended, and the Treasury Regulations thereunder. The undersigned

understands that the foregoing information will be relied upon by the Issuer and the Borrower with respect to certain of the representations set forth in the Arbitrage and Tax Certificate and with respect to compliance with the federal income tax rules affecting the Bonds, and by Greenberg Traurig, P.A., Orlando, Florida, Bond Counsel, in connection with rendering its opinion that the interest on the Bonds is excluded from gross income for federal income tax purposes, the preparation of the Internal Revenue Service Form 8038, and other federal income tax advice that it may give to the Issuer and the Borrower from time to time relating to the Bonds.

Dated: [_____, 2025]

[Signature Page Follows]

(Underwriter's Signature Page to San Jose Apartments Issue Price Certificate)

Dated as of the date hereof.

RBC CAPITAL MARKETS, LLC

By: _____
Helen H. Feinberg
Managing Director

SECTION L

SECTION 1

EXHIBIT L-1

PRELIMINARY OFFICIAL STATEMENT

PRELIMINARY OFFICIAL STATEMENT DATED [_____, 2025]

NEW ISSUE/BOOK ENTRY ONLY

**RATING: Moody's: "Aa1/VMIG-1"
(See "RATING" herein)**

In the opinion of Greenberg Traurig, P.A., Bond Counsel, under existing law, as currently enacted and construed, and assuming the accuracy of certain certifications and compliance with certain covenants described under the heading "TAX MATTERS" herein designed to assure compliance with all requirements of the Internal Revenue Code of 1986, as amended (the "Code"), that must be satisfied subsequent to the issuance of the Bonds, (i) interest on the Bonds is excludable from gross income of the owners of the Bonds for federal income tax purposes except for interest on any Bond for any period during which such Bond is held by a "substantial user" of the Development or a "related person" within the meaning of Section 147(a) of the Code and (ii) interest on the Bonds is not an item of tax preference for purposes of individual alternative minimum tax, as more fully described under the caption "TAX MATTERS" herein. In the case of the alternative minimum tax imposed by Section 55(b)(2) of the Code on applicable corporations (as defined in Section 59(k) of the Code), interest on the Bonds is not excluded from the determination of adjusted financial statement income. Bond Counsel is further of the opinion that the Bonds and the income thereon are not subject to taxation under the laws of the State of Florida, except as to estate taxes and taxes under Chapter 220, Florida Statutes, on interest, income or profits on debt obligations owned by corporations as defined in said Chapter 220. See "TAX MATTERS" herein.

\$27,500,000*

**OSCEOLA COUNTY HOUSING FINANCE AUTHORITY
MULTIFAMILY HOUSING REVENUE BONDS,**

2025 SERIES [__]

(SAN JOSE APARTMENTS)

CUSIP: _____[†]

Price: _____% Interest Rate: _____%

Dated: Date of Delivery

Mandatory Tender Date: [_____] 1, 20__]^{*}

Maturity Date: [_____] 1, 20__]^{*}

The above-captioned Bonds (the "Bonds") are being issued by the Osceola County Housing Finance Authority (the "Issuer") to fund a loan (the "Loan") to San Jose Preservation, Ltd., a Florida limited partnership (the "Borrower"). The proceeds of the Loan will be used to finance a portion of the costs of the acquisition, rehabilitation and equipping of a 121-unit multifamily rental housing development and related facilities known as San Jose Apartments and located in the City of Winter Park, Seminole County, Florida (the "Development"). The Issuer is issuing the Bonds pursuant to a Trust Indenture dated as of November 1, 2025 (the "Indenture") between the Issuer and The Bank of New York Mellon Trust Company, N.A., as trustee (the "Trustee"). The Issuer will loan the proceeds of the Bonds to the Borrower pursuant to the terms

^{*} Preliminary; subject to change.

[†] The Issuer shall not be responsible for the use of CUSIP numbers, nor is any representation made as to their correctness. They are included solely for the convenience of the readers of this Official Statement.

of a certain Loan Agreement dated as of November 1, 2025 (the “Bond Loan Agreement”) between the Issuer and the Borrower.

The Bonds will be issued as fully registered bonds and when issued will be registered in the name of Cede & Co. as nominee for The Depository Trust Company (“DTC”), New York, New York. Individual purchases of Bonds will be made in book-entry form only in principal amounts of \$5,000 each and any integral multiple of \$1,000 in excess thereof. Individual purchasers of Bonds will not receive certificates evidencing their interest in the Bonds. So long as the Bonds are in book-entry form only, all payments of principal of and interest on the Bonds will be made by the Trustee to DTC or its successors. Disbursement of such payments from DTC to the DTC Participants is the responsibility of DTC and disbursement to the Holder is the responsibility of the DTC Participants. The Bonds will bear interest from their dated date, payable semiannually on [_____] 1^{*} and [_____] 1^{*} of each year, commencing [_____] 1, 20[____].* Principal of the Bonds will be payable (i) at the Trust Office of the Trustee upon presentation and surrender of the Bonds as the same become due, and (ii) upon the request of any registered Owner of the Bonds on the applicable Record Date (as defined in the Indenture) having an aggregate principal amount of \$1,000,000 or more, by wire transfer of immediately available funds. At all times the Bonds will be secured by Permitted Investments sufficient to pay, without need for reinvestment, all of the interest and principal on the Bonds when due to the Mandatory Tender Date, as further described herein. See “SECURITY FOR THE BONDS” herein.

The Bonds are subject to mandatory tender for purchase, subject to satisfaction of the applicable terms and conditions set forth in the Indenture, on [_____] 1, 20[____]* (the “Mandatory Tender Date”). All Holders must tender their Bonds for purchase on the Mandatory Tender Date. The Bonds may be remarketed and a new interest rate for the Bonds may be determined on the Mandatory Tender Date in accordance with the terms of the Indenture. If the Bonds are remarketed on the Mandatory Tender Date, the terms of the Bonds after such date may differ materially from the description provided in this Official Statement. Therefore, prospective purchasers of the Bonds on and after the Mandatory Tender Date cannot rely on this Official Statement, but rather must rely upon any disclosure documents prepared in connection with such remarketing. See “THE BONDS - Mandatory Tender” herein.

The Bonds are not subject to optional redemption prior to the Mandatory Tender Date. See “THE BONDS - Redemption of Bonds.” The maturity of the Bonds may be accelerated upon the occurrence of certain events as described herein. See “APPENDIX B - DOCUMENT SUMMARIES - SUMMARY OF CERTAIN PROVISIONS OF THE INDENTURE - Events of Default and Acceleration” herein.

THE ISSUER HAS NO TAXING POWER. THE BONDS SHALL NOT CONSTITUTE AN OBLIGATION, EITHER GENERAL OR SPECIAL, OF THE STATE OF FLORIDA (THE “STATE”) OR ANY LOCAL GOVERNMENT THEREOF; AND NEITHER THE STATE NOR ANY LOCAL GOVERNMENT THEREOF SHALL BE LIABLE THEREON. NONE OF THE FAITH, REVENUES, CREDIT OR TAXING POWER OF THE STATE OR ANY LOCAL GOVERNMENT THEREOF SHALL BE PLEDGED TO THE PAYMENT OF THE PRINCIPAL OF, PREMIUM (IF ANY), OR INTEREST ON THE BONDS. THE BONDS ARE PAYABLE,

* Preliminary; subject to change.

AS TO PRINCIPAL, PREMIUM (IF ANY), AND INTEREST, SOLELY OUT OF THE TRUST ESTATE WHICH IS THE SOLE ASSET OF THE ISSUER PLEDGED THEREFOR.

This cover page contains only a brief description of the Bonds and the security therefor. It is not intended to be a summary of material information with respect to the Bonds. Investors must read this Official Statement in its entirety to obtain information essential to the making of an informed investment decision.

The Bonds are offered when, as and if issued and received by the Underwriter, subject to the approval as to their validity by Greenberg Traurig, P.A., Orlando, Florida, Bond Counsel, and certain other conditions. Certain legal matters will be passed upon for the Issuer by its counsel, Latham, Luna, Eden & Beaudine, LLP, Orlando, Florida, for the Borrower by its counsel Cohen & Liuzzo, PLLC, New York, New York, and Stearns Weaver Miller Weissler Alhadeff & Sitterson, P.A., Miami, Florida, Co-Borrower Counsel, and for the Underwriter by its counsel, Robinson & Cole LLP, Washington, D.C. It is anticipated that the Bonds will be available for delivery through DTC in New York, New York, on or about November __, 2025.

RBC CAPITAL MARKETS

Date: _____, 2025

This Official Statement, including the cover page hereof, is provided for the purpose of setting forth information in connection with the issuance and sale of the Bonds. No dealer, broker, salesperson or other person has been authorized by the Issuer, the Borrower or the Underwriter to give any information or to make any representations with respect to the Bonds other than those contained in this Official Statement, and, if given or made, such information or representation must not be relied upon as having been authorized by any of the foregoing. This Official Statement does not constitute an offer to sell or the solicitation of an offer to buy any securities other than the Bonds offered herein, nor shall there be any sale of the Bonds by any person in any jurisdiction in which such offer, solicitation or sale is not authorized or in which the person making such offer, solicitation or sale is not qualified to do so or to any person to whom it is unlawful to make such offer, solicitation or sale.

The information set forth herein has been furnished by the Issuer (with respect to the information under the captions "THE ISSUER," "NO LITIGATION - The Issuer," and "DISCLOSURE REQUIRED BY SECTION 517.051(1), FLORIDA STATUTES"), by the Borrower and other sources which are believed to be reliable, but has not been independently verified, and such information is not guaranteed as to accuracy or completeness by, and is not to be construed as a representation by, the Issuer, the Borrower or the Underwriter. The information and expressions of opinion herein are subject to change without notice, and neither the delivery of this Official Statement nor any sale hereunder shall create any implication that there has been no change in the financial condition or operations of the Issuer, the Borrower, or any other parties described herein since the date hereof. This Official Statement contains, in part, estimates and matters of opinion that are not intended as statements of fact, and no representation or warranty is made as to the correctness of such estimates and opinions or that they will be realized.

Information on website addresses set forth in this Official Statement is not incorporated into this Official Statement and cannot be relied upon to be accurate as of the date of this Official Statement, nor can any such information be relied upon in making investment decisions regarding the Bonds.

The Underwriter has reviewed the information in this Official Statement in accordance with, and as part of, its responsibilities to investors under the federal securities law as applied to the facts and circumstances of this transaction, but the Underwriter does not guarantee the accuracy or completeness of such information.

The Issuer has not approved any information in this Official Statement except information relating to the Issuer under the captions "THE ISSUER," "NO LITIGATION - The Issuer," and "DISCLOSURE REQUIRED BY SECTION 517.051(1), FLORIDA STATUTES," and takes no responsibility for any other information contained in this Official Statement (other than with respect to the description herein under the captions "THE ISSUER," "NO LITIGATION - The Issuer." The Trustee has not participated in the preparation of this Official Statement or any other disclosure documents relating to the Bonds. Except for information under the heading "THE TRUSTEE," the Trustee has or assumes no responsibility as to the accuracy or completeness of any information contained in this Official Statement or any other such disclosure documents.

THIS PRELIMINARY OFFICIAL STATEMENT IS IN A FORM DEEMED FINAL BY THE ISSUER FOR PURPOSES OF RULE 15c2-12 ("RULE 15c2-12") ISSUED UNDER THE

SECURITIES EXCHANGE ACT OF 1934, AS AMENDED, EXCEPT FOR CERTAIN
INFORMATION PERMITTED TO BE OMITTED PURSUANT TO RULE 15c2-12(B)(1).

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OFFICIAL STATEMENT

\$27,500,000*

OSCEOLA COUNTY HOUSING FINANCE AUTHORITY MULTIFAMILY HOUSING REVENUE BONDS, 2025 SERIES [] (SAN JOSE APARTMENTS)

INTRODUCTION

The purpose of this Official Statement, including the cover page and the appendices attached hereto, is to set forth information concerning the offering and sale by the Osceola County Housing Finance Authority (the “Issuer”) of its \$27,500,000* Multifamily Housing Revenue Bonds, 2025 Series [] (San Jose Apartments) (the “Bonds”).

The Bonds are authorized to be issued pursuant to the Florida Housing Finance Authority Law, Sections 159.601 et seq., Florida Statutes, as amended, and Ordinance No. 81-4 enacted on September 28, 1981, and effective November 3, 1981, and that certain Interlocal Agreement dated October 22, 2024, between Seminole County, Florida and the Issuer (collectively, the “Act”), and the Trust Indenture dated as of November 1, 2025 (the “Indenture”) between the Issuer and The Bank of New York Mellon Trust Company, N.A., as trustee (the “Trustee”), a resolution of the Issuer adopted on [], 2025, and an Interlocal Agreement, dated as of February 1, 1982, between the Issuer and Seminole County, Florida, which, among other things, permits the Issuer to operate within the territorial boundaries of Seminole County to provide financing for qualifying housing developments within Seminole County.

The Bonds are being issued for the purpose of funding a loan (the “Loan”) to San Jose Preservation, Ltd., a Florida limited partnership (the “Borrower”), pursuant to the terms of a Loan Agreement dated as of November 1, 2025 (the “Bond Loan Agreement”), between the Issuer and the Borrower. The proceeds of the Loan will be used to finance a portion of the costs of the acquisition, rehabilitation and equipping of a 121-unit multifamily rental housing development and related facilities known as San Jose Apartments and located in the City of Winter Park, Seminole County, Florida (the “Development”), as more fully described under “THE DEVELOPMENT AND THE PARTICIPANTS” herein. The Borrower’s obligations to repay the Loan will be evidenced by a Promissory Note (the “Note”) executed by the Borrower in favor of the Issuer and assigned to the Trustee. See “APPENDIX A - DEFINITIONS” and “APPENDIX B - DOCUMENT SUMMARIES” herein for summaries of certain provisions of the Indenture and the Bond Loan Agreement.

The Development will be occupied by and held open for occupancy by persons of lower income as required by state law and by Section 142(d) of the Internal Revenue Code of 1986, as amended, pursuant to the Regulatory Agreement, dated as of November 1, 2025 (the “Regulatory Agreement”), by and among the Issuer, the Trustee and the Borrower. See “THE DEVELOPMENT AND THE PARTICIPANTS” and “APPENDIX B - DOCUMENT SUMMARIES - SUMMARY OF CERTAIN PROVISIONS OF THE REGULATORY AGREEMENT” herein. The Borrower is required to operate the Development in compliance with

* Preliminary; subject to change.

the Regulatory Agreement, which contains certain representations, warranties and covenants concerning the operation thereof. Under the Regulatory Agreement, the Borrower is required during the Qualified Project Period (as such term is defined in the Regulatory Agreement), among other things, to lease 40% of the completed residential units in the Development to persons as of the time of initial occupancy with an adjusted gross income that is at or below 60% of the median gross income for the area in which the Development is located, as further described in the Regulatory Agreement. A failure to comply with certain of these requirements could result in the loss of the federal tax exemption of interest on the Bonds retroactive to their date of issuance. See “CERTAIN BONDHOLDERS’ RISKS - Taxability of the Bonds,” “TAX MATTERS” and “APPENDIX B - DOCUMENT SUMMARIES - SUMMARY OF CERTAIN PROVISIONS OF THE REGULATORY AGREEMENT” herein.

The Development will also be encumbered by certain rent and occupancy restrictions in connection with the low-income housing tax credits (the “Tax Credits”) expected to be granted for the Development. See “THE DEVELOPMENT AND THE PARTICIPANTS - Additional Restrictive Covenants” herein.

The Bonds are subject to mandatory tender for purchase on [_____] 1, 20__]* (the “Mandatory Tender Date”). All Holders must tender their Bonds for purchase on the Mandatory Tender Date. The Bonds may be remarketed and a new interest rate for the Bonds may be determined on the Mandatory Tender Date in accordance with the terms of the Indenture. If the Bonds are remarketed on the Mandatory Tender Date, the terms of the Bonds after such date may differ materially from the description provided in this Official Statement. Therefore, prospective purchasers of the Bonds on and after the Mandatory Tender Date cannot rely on this Official Statement, but rather must rely upon any disclosure documents prepared in connection with such remarketing. See “THE BONDS - Mandatory Tender” herein.

The Bonds are not subject to optional redemption prior to the Mandatory Tender Date as set forth herein under “THE BONDS - Redemption of Bonds.”

The disbursement of Bond proceeds from the Proceeds Account of the Project Fund will be conditioned, among other things, on the prior deposit with the Trustee of an equal amount of Preference Proof Moneys (the “Collateral Payments”). On the Closing Date, upon deposit of a Collateral Payment to the Collateral Fund, such amounts, together with amounts on deposit in the Proceeds Account of the Project Fund and the Capitalized Interest Account, if any, will be invested in Permitted Investments maturing on or before the Mandatory Tender Date, the principal and interest on which will be sufficient to pay principal and interest on the Bonds when due to the Mandatory Tender Date. See “SECURITY FOR THE BONDS” and “APPENDIX B - DOCUMENT SUMMARIES - SUMMARY OF CERTAIN PROVISIONS OF THE INDENTURE - Investment of Funds and Accounts” herein.

Interest payments due on the Bonds will be made from the funds deposited in the Capitalized Interest Account of the Bond Fund, if any, as well as investment earnings on Permitted Investments deposited with the Trustee on the Closing Date, without the need for reinvestment. The payment of principal on the Bonds will be made from funds on deposit in the Collateral Fund

* Preliminary; subject to change.

and, to the extent any funds remain therein, from funds on deposit in the Proceeds Account of the Project Fund. The amounts deposited in the Capitalized Interest Account, if any, the Proceeds Account of the Project Fund, and the Collateral Fund are to be invested in Permitted Investments, as defined in the Indenture. Therefore, the security for the Bonds is the Capitalized Interest Account, the Proceeds Account of the Project Fund, and the Collateral Fund, and the investment earnings on Permitted Investments deposited therein. See “SECURITY FOR THE BONDS” and “APPENDIX B - DOCUMENT SUMMARIES - SUMMARY OF CERTAIN PROVISIONS OF THE INDENTURE - Investment of Funds and Accounts” herein. The sum of the Bond proceeds in the Proceeds Account of the Project Fund plus amounts deposited in the Collateral Fund, together with the deposit to the Capitalized Interest Account, if any, as invested pursuant to the Indenture, shall at all times be sufficient to pay principal and interest on the Bonds as and when they become due to the Mandatory Tender Date.

Truist Bank (as successor in interest to Suntrust Bank) (the “Original Lender”) previously made a loan insured by the Federal Housing Administration (“FHA”) under Section 207 pursuant to Section 223(f) of the National Housing Act of 1934, as amended, in the current outstanding amount of \$7,768,009 (the “Original Lender Loan”) to San Jose Apartments LLC, a Florida limited liability company (the “Seller”), which the Borrower will assume, and which was assigned by the Original Lender to Grandbridge Real Estate Capital LLC, a North Carolina limited liability company (the “Lender”) on [_____, 20__].

Simultaneously with the closing of the Bonds, the Lender will make new a loan insured by FHA under Section 207 pursuant to Section 241(a) of the National Housing Act of 1934, as amended, in the original principal amount of \$10,398,300* (the “New Lender Loan,” and together with the Original Lender Loan, the “Lender Loans”) to the Borrower to provide additional permanent financing for the Development. The Original Lender Loan is secured by a first-lien priority mortgage on the Development (the “Original Lender Mortgage”), which the Borrower will assume, and which Original Lender Mortgage was assigned by the Original Lender to the Lender on [_____, 20__]. In connection with the New Lender Loan, the Borrower will execute a Supplemental Note (Multistate) (the “New Lender Borrower Note”). The Borrower’s repayment obligations under the New Lender Borrower Note will be secured by a second-lien priority Supplemental Multifamily Mortgage, Assignment of Leases and Rents and Security Agreement (Florida) on the Development (the “New Lender Mortgage,” and together with the Original Lender Mortgage, the “Lender Mortgages”).

In no event shall the U.S. Department of Housing and Urban Development (“HUD”) or the Lender have any claim or lien upon the Trust Estate and funds pledged to secure the repayment of the Bonds.

None of the Owners of the Bonds, the Trustee or the Issuer will have rights with respect to the Lender Loans or under the Lender Loan Documents. Furthermore, none of the Owners of the Bonds, the Trustee or the Issuer will have a lien (i) on the real estate on which the Development is located, or (ii) on any funds, accounts or reserves established, disbursed, maintained and/or collected by the Original Lender and the Lender in connection with the Lender Loans.

* Preliminary; subject to change.

Definitions of certain terms used herein and not otherwise defined are set forth in Appendix A hereto. Brief descriptions of the Issuer, the Development, the Borrower, the use of proceeds of the Bonds and the Bonds together with summaries of the Indenture, the Bond Loan Agreement and the Regulatory Agreement are provided below. All information with respect to the Borrower, the Development and the private participants contained in this Official Statement has been furnished by the Borrower. The descriptions and summaries of the Bond Loan Agreement, the Indenture, the Regulatory Agreement and other documents contained herein do not purport to be comprehensive or definitive and are qualified in their entirety by reference to those documents, and all references to the Bonds are qualified in their entirety by the definitive forms thereof included in the Indenture. See “MISCELLANEOUS” herein for the availability of those documents.

THE ISSUER

The following information has been provided by the Issuer for use herein. While the information is believed to be reliable, none of the Trustee, the Borrower, the Underwriter, HUD nor any of their respective counsel, members, officers or employees make any representations as to the accuracy or sufficiency of such information.

General

The Issuer is a public body corporate and politic created under the laws of the State of Florida. It was created by Ordinance No. 81-4 enacted by the Board of County Commissioners of Osceola County, Florida (the “Board”) on September 28, 1981, pursuant to the provisions of the Act. The Issuer was created under Chapter 159, Part IV, Florida Statutes, for the purpose of addressing a housing shortage in Osceola County by stimulating the construction and rehabilitation of housing through the use of public financing. Pursuant to the Act, the Issuer has the power to issue revenue bonds for the purposes described in the Act including, but not limited to, the purchasing of or making of commitments to purchase mortgage loans to stimulate the construction and rehabilitation of housing in the Issuer’s area of operation.

The Issuer is authorized to finance and refinance multi-family rental housing projects and has issued bonds for such purpose. Such issued bonds do not share in the security for the Bonds, and the Bonds will not be secured by the revenues relating to the projects so financed or the security for the bonds in connection with such projects.

Organization and Membership

There is currently one vacancy on the Issuer’s board. The members of the Issuer and their terms of office are as follows:

Member	Position	Term
Duane Owen	Chairman	December 31, 2025
Karen Giel	Vice Chair	December 31, 2028
Casmore Shaw	Assistant Secretary	December 31, 2026
Jacob Dorn	Assistant Secretary	December 31, 2025

THE ISSUER HAS NO TAXING POWER. THE BONDS SHALL NOT CONSTITUTE AN OBLIGATION, EITHER GENERAL OR SPECIAL, OF THE STATE, THE COUNTY OR ANY POLITICAL SUBDIVISION THEREOF; AND NEITHER THE STATE NOR ANY POLITICAL SUBDIVISION THEREOF SHALL BE LIABLE THEREON. NEITHER THE FAITH, REVENUES, CREDIT NOR TAXING POWER OF THE STATE, THE COUNTY OR ANY POLITICAL SUBDIVISION THEREOF, SHALL BE PLEDGED TO THE PAYMENT OF THE PRINCIPAL OF, PREMIUM (IF ANY), OR INTEREST ON THE BONDS. THE BONDS ARE PAYABLE, AS TO PRINCIPAL, PREMIUM (IF ANY), AND INTEREST, SOLELY OUT OF THE TRUST ESTATE.

EXCEPT FOR THE INFORMATION CONTAINED IN “THE ISSUER,” “NO LITIGATION—THE ISSUER” AND “DISCLOSURE REQUIRED BY SECTION 517.051(1), FLORIDA STATUTES,” THE ISSUER HAS NOT PROVIDED ANY OF THE INFORMATION CONTAINED IN THIS OFFICIAL STATEMENT. THE ISSUER IS NOT RESPONSIBLE FOR AND DOES NOT CERTIFY AS TO THE ACCURACY OR SUFFICIENCY OF THE DISCLOSURES MADE HEREIN OR ANY OTHER INFORMATION PROVIDED BY THE BORROWER OR ANY OTHER PERSON.

THE TRUSTEE

The Issuer has appointed The Bank of New York Mellon Trust Company, N.A., a national banking association organized under the laws of the United States of America, to serve as Trustee. The Trustee is a national banking association organized and existing under the laws of the United States of America, having all of the powers of a bank, including fiduciary powers, and is a member of the Federal Deposit Insurance Corporation and the Federal Reserve System. The Trustee is to carry out those duties assignable to it under the Indenture. Except for the contents of this section, the Trustee has not reviewed or participated in the preparation of this Official Statement and assumes no responsibility for the nature, contents, accuracy, fairness or completeness of the information set forth in this Official Statement or for the recitals contained in the Indenture or the Bonds, or for the validity, sufficiency, or legal effect of any of such documents.

Furthermore, the Trustee has no oversight responsibility, and is not accountable, for the use or application by the Borrower of any of the Bonds authenticated or delivered pursuant to the Indenture or for the use or application of the proceeds of such Bonds by the Borrower. The Trustee has not evaluated the risks, benefits, or propriety of any investment in the Bonds and makes no representation, and has reached no conclusions, regarding the value or condition of any assets or revenues pledged or assigned as security for the Bonds, or the investment quality of the Bonds, about all of which the Trustee expresses no opinion and expressly disclaims the expertise to evaluate.

SECURITY FOR THE BONDS

General

At all times the Bonds will be secured by Preference Proof Moneys and Permitted Investments sufficient to pay, without need for reinvestment, all of the interest and principal on the Bonds when due to the Mandatory Tender Date, as further described herein. On the Closing Date, upon the deposit of a Collateral Payment to the Collateral Fund, such amounts, together with amounts on deposit in the Proceeds Account of the Project Fund and the Capitalized Interest Account, if any, will be invested in Permitted Investments maturing on or before the Mandatory Tender Date, the principal and interest on which will be sufficient to pay principal and interest on the Bonds when due to the Mandatory Tender Date.

Pursuant to the Indenture, the Issuer grants, bargains, sells, conveys and assigns, without recourse, unto the Trustee and its successors in trust forever, and grants to the Trustee and to its successors in trust, a security interest in, the following (such property being herein referred to as the Trust Estate): (i) all right, title and interest of the Issuer in and to all Revenues (as defined below), derived or to be derived by the Issuer or the Trustee for the account of the Issuer under the terms of the Indenture and the Bond Loan Agreement (other than the Unassigned Rights of the Issuer (as defined in Appendix A)), together with all other Revenues received by the Trustee for the account of the Issuer arising out of or on account of the Trust Estate; (ii) all right, title and interest of the Issuer in and to the Note (other than the Unassigned Rights of the Issuer) including all payments and proceeds with respect thereto or replacement thereof; (iii) any fund or account created under the Indenture except for the Costs of Issuance Fund, the Expense Fund and the Rebate Fund; (iv) all right, title and interest of the Issuer in and to, and remedies under, the Bond Loan Agreement; and (v) all funds, moneys and securities and any and all other rights and interests in property whether tangible or intangible from time to time by delivery or by writing of any kind, conveyed, mortgaged, pledged, assigned or transferred as and for additional security under the Indenture for the Bonds by the Issuer or by anyone on its behalf or with its written consent to the Trustee, which is authorized by the Indenture to receive any and all such property at any and all times and to hold and apply the same subject to the terms of the Indenture. "Revenues" means all payments paid or payable to the Trustee in accordance with the Bond Loan Agreement, the Loan and the Note and all investment earnings derived or to be derived on any moneys or investments held by the Trustee under the Indenture, but excluding (a) amounts paid as fees, reimbursement for expenses or for indemnification of any Issuer Indemnified Parties and the Trustee, (b) amounts paid to or collected by the Issuer in connection with any Unassigned Rights of the Issuer and (c) any Rebate Requirement. The Bonds will not be secured by a mortgage or other security interest in the Development.

The Collateral Fund; Application of Collateral Payments

On the Closing Date, the proceeds of the Bonds will be deposited in the Proceeds Account of the Project Fund pursuant to the Bond Loan Agreement and the Indenture. On the Closing Date, the Lender (with regard to the New Lender Loan) and Truist Bank, a North Carolina banking corporation (the "Bridge Lender"), will irrevocably deposit into the Collateral Fund Collateral

Payments in the total aggregate amount of \$[_____]*. Following the deposit of Bond proceeds into the Proceeds Account of the Project Fund and the deposit of a Collateral Payment into the Collateral Fund, Bond proceeds in an equivalent amount of such Collateral Payment will be disbursed by the Trustee from the Proceeds Account of the Project Fund in accordance with the direction of the Borrower, to be applied to the costs of the Development.

Together with amounts on deposit in the Proceeds Account of the Project Fund and the Bond Fund, amounts on deposit in the Collateral Fund, including any investment earnings thereon, shall be sufficient at all times to pay the principal of and interest on the Bonds to the Mandatory Tender Date. See “APPENDIX B - DOCUMENT SUMMARIES - SUMMARY OF CERTAIN PROVISIONS OF THE INDENTURE - Funds and Accounts - Collateral Fund” herein.

In no event shall HUD or the Lender have any claim or lien upon the Trust Estate and funds pledged to secure the repayment of the Bonds.

None of the Owners of the Bonds, the Trustee or the Issuer will have rights with respect to the Lender Loans or under the Lender Loan Documents. Furthermore, none of the Owners of the Bonds, the Trustee or the Issuer will have a lien (i) on the real estate on which the Development is located, or (ii) on any funds, accounts or reserves established, disbursed, maintained and/or collected by the Original Lender and the Lender in connection with the Lender Loans.

Nonrecourse Liability of Borrower

The Bond Loan Agreement provides that (i) the liability of the Borrower and the General Partner under the Bond Loan Agreement shall be limited to the Trust Estate, and such amounts as may be invested in accordance with the Indenture, and the Issuer and the Trustee shall look exclusively thereto or to such other security as may from time to time be given or have been given for payment of the Bonds, and any judgment rendered against the Borrower or the General Partner under the Bond Loan Agreement shall be limited to the Development and moneys derived from the operation of the Development, and any other security so given for satisfaction thereof, and (ii) no deficiency or other personal judgment shall be sought or rendered against the Borrower or the General Partner or their respective successors, transferees or assigns, in any action or proceeding arising out of the Bond Loan Agreement, or any judgment, order or decree rendered pursuant to any such action or proceeding; provided, however, that nothing contained in the Bond Loan Agreement shall limit the Issuer’s or the Trustee’s ability to exercise any right or remedy with respect to any property pledged or granted to the Issuer or to any trustee under the Bond Loan Agreement, or both, or to exercise any right against the Borrower or the General Partner, on account of any claim for fraud or deceit, and against any other person or entity on account of any claim for fraud or deceit. Notwithstanding anything in the Bond Loan Agreement to the contrary, nothing in the provisions of the Bond Loan Agreement described in this section shall limit the rights of indemnification against the Borrower pursuant to the terms of the Bond Loan Agreement. Furthermore, notwithstanding anything to the contrary, the Borrower and the General Partner shall be fully liable for (1) amounts payable to the Issuer constituting Unassigned Rights of the Issuer, (2) any amount due and owing as a result of any calculation or determination which may be required in connection with the Bonds for the purpose of complying with Section 148 of the Code

* Preliminary; subject to change.

(including rebate liability) or any applicable Treasury regulation, (3) payment of the Issuer Fee, and (4) any indemnification or payment obligations to the Issuer as more particularly described in the Bond Loan Agreement.

Limited Obligations of the Issuer

THE ISSUER HAS NO TAXING POWER. THE BONDS SHALL NOT CONSTITUTE AN OBLIGATION, EITHER GENERAL OR SPECIAL, OF THE STATE OR ANY LOCAL GOVERNMENT THEREOF; AND NEITHER THE STATE NOR ANY LOCAL GOVERNMENT THEREOF SHALL BE LIABLE THEREON. NONE OF THE FAITH, REVENUES, CREDIT OR TAXING POWER OF THE STATE OR ANY LOCAL GOVERNMENT THEREOF SHALL BE PLEDGED TO THE PAYMENT OF THE PRINCIPAL OF, PREMIUM (IF ANY), OR INTEREST ON THE BONDS. THE BONDS ARE PAYABLE, AS TO PRINCIPAL, PREMIUM (IF ANY), AND INTEREST, SOLELY OUT OF THE TRUST ESTATE WHICH IS THE SOLE ASSET OF THE ISSUER PLEDGED THEREFOR.

Investment of the Project Fund and the Collateral Fund

Subject to the provisions described under the caption “APPENDIX B - DOCUMENT SUMMARIES - SUMMARY OF CERTAIN PROVISIONS OF THE INDENTURE - Allocation and Reallocation of Permitted Investments Deposited to the Collateral Fund and the Project Fund” herein, amounts on deposit in the Collateral Fund, the Proceeds Account of the Project Fund, and the Bond Fund shall be invested at all times in Permitted Investments.

Pursuant to the terms of the Indenture, on the Closing Date, the Trustee is directed to purchase Permitted Investments with respect to the investment of certain amounts on deposit in the Proceeds Account of the Project Fund (except for amounts to be disbursed on the Closing Date), the Collateral Fund, and the Bond Fund (including the Capitalized Interest Account therein), the principal and interest of which will be sufficient to pay principal and interest on the Bonds when due to the Mandatory Tender Date. Such investment instructions to the Trustee shall be detailed in the closing memorandum prepared by the Underwriter and signed by the Borrower. All interest earned from the foregoing investments shall be deposited in the Bond Fund. In the event that any investments in the Proceeds Account of the Project Fund, the Bond Fund or the Collateral Fund must be liquidated prior to the Mandatory Tender Date, such investments shall be liquidated under the Indenture.

Any Permitted Investments in the Collateral Fund, the Proceeds Account of the Project Fund, or the Bond Fund maturing before the Mandatory Tender Date that are not used to redeem bonds shall be reinvested as directed by the Borrower in Permitted Investments under clause (i), (ii) or (iii) of the definition of Permitted Investments and in the absence of such direction shall be invested as specified in clause (iii).

Any investment made under the Indenture shall comply with Section 148 of the Code. The Trustee may not sell any investment at a loss, unless being sold (i) pursuant to a redemption, (ii) pursuant to provisions of the Indenture requiring moneys in the Collateral Fund invested in Permitted Investments to be sold in the event such Permitted Investments fail to satisfy the requirements of the Indenture, or (iii) in connection with an acceleration of the Bonds as described

in “APPENDIX B - DOCUMENT SUMMARIES - SUMMARY OF CERTAIN PROVISIONS OF THE INDENTURE - Events of Default and Acceleration” herein.

The investments described in each of the above paragraphs shall be made by the Trustee pursuant to the direction provided by the Indenture and in accordance with the written direction of the Borrower to be provided on the Closing Date, which shall remain in effect until further written direction is provided by the Borrower. In the absence of investment instructions from the Borrower, the Trustee shall invest the moneys held in the Proceeds Account of the Project Fund, Bond Fund or Collateral Fund in the money market fund described in clause (iii) of the definition of Permitted Investments.

The following investments (“Permitted Investments”) are permitted under the Indenture: (i) direct obligations issued by the United States of America including obligations issued or held in book-entry form on the books of the Department of the Treasury of the United States of America, including, when available, time deposit SLGS, on which the full and timely payment of principal and interest is unconditionally guaranteed by the United States of America (“Government Obligations”), (ii) to the extent permitted in the Indenture, shares or units in any money market funds rated “Aaa-mf” by Moody’s (or the equivalent Highest Rating Category given by the Rating Agency for that Rating Category) that invest primarily in Government Obligations, which funds are registered with the Securities and Exchange Commission and which meet the requirements of Rule 2(a)(7) of the Investment Company Act of 1940, as amended (including any money market funds of the Trustee or its affiliates or for which the Trustee or an affiliate thereof serves as investment advisor or provides other services to such money market fund and receives reasonable compensation therefor), and (iii) Dreyfus Treasury Obligations Cash Management Fund as long as it is rated “Aaa-mf” by Moody’s (or the equivalent Highest Rating Category given by the Rating Agency for that Rating Category). Ratings of Permitted Investments shall be determined at the time of purchase of such Permitted Investments and without regard to ratings subcategories, and the Trustee shall have no responsibility to monitor the ratings of Permitted Investments after the initial purchase of such Permitted Investments.

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ESTIMATED SOURCES AND USES OF FUNDS

The total costs of the Development and the sources of funds to pay those costs are estimated by the Borrower as follows:

SOURCES OF FUNDS*

New Lender Loan	\$10,398,300
Original Lender Loan	7,768,009
Seller Loan	7,750,000
General Partner Contribution	100
Tax Credit Equity ⁽¹⁾	20,906,736
Cash Flow During Construction	486,686
Bond Reinvestment Proceeds	1,066,500
Deferred Developer Fee	5,840,165
Total	<u>\$54,216,496</u>

USES OF FUNDS*

Acquisition Costs	\$26,500,000
Hard Costs	11,761,173
Soft Costs	7,284,178
Reserves	772,457
Developer Fee	7,898,688
Total	<u>\$54,216,496</u>

⁽¹⁾ The Borrower expects to obtain a loan (the "Bridge Loan") from the Bridge Lender in the principal amount of \$17,500,000* in order to (i) bridge a portion of the Tax Credit equity contributions and (ii) provide money for deposit to the Collateral Fund.

All costs of issuing the Bonds, including Underwriter's fee, will be paid by the Borrower.

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* Preliminary; subject to change.

The sources and uses of funds for the Development to be applied under the Indenture are estimated by the Borrower to be approximately as follows:

SOURCES OF FUNDS*

Bond Proceeds	\$27,500,000
Preference Proof Moneys	27,500,000
Total	\$55,000,000

USES OF FUNDS*

Deposit to Proceeds Account of the Project Fund	\$27,500,000
Deposit to Collateral Fund	27,500,000
Total	\$55,000,000

At closing, the Borrower will assume the Original Lender Loan in an amount equal to the interest and principal outstanding on the Original Lender Loan in partial payment of the acquisition price of the Development. The Original Lender Loan bears an interest rate of 2.85% per annum, matures on January 1, 2055 and is secured by the Original Lender Mortgage. Furthermore, the Borrower will close the New Lender Loan, Seller Loan and the Bridge Loan. The New Lender Loan will bear an interest rate of 6.27%* per annum, mature on December 31, 2054,* and be secured by the New Lender Mortgage.

At closing, Collateral Payments, which include but are not limited to (i) proceeds of the New Lender Loan and (ii) proceeds of the Bridge Loan will be deposited to the Collateral Fund. The Bonds will be initially secured by their own proceeds to be deposited in the Proceeds Account of the Project Fund under the Indenture (together with investment earnings on Permitted Investments deposited with the Trustee at closing, which have been calculated to be sufficient to pay, without the need for reinvestment, capitalized interest on the Bonds to the Mandatory Tender Date). At closing, Bond proceeds will be disbursed to the Borrower against a simultaneous deposit to the Collateral Fund of equivalent Collateral Payments. The aggregate funds on deposit in the Proceeds Account of the Project Fund, the Collateral Fund, and the Bond Fund, as invested pursuant to the Indenture, have been calculated to be sufficient to pay, at all times, principal and interest on the Bonds as and when they become due to the Mandatory Tender Date.

Tax Credits

On January 1, 2026, the Borrower expects to admit TCC San Jose LLC, a Georgia limited liability company (the "Investor Limited Partner"), as its investor limited partner with a 99.99% ownership interest in the Borrower so the Investor Limited Partner may acquire 99.99% of the Tax Credits and Solar Investment Tax Credits available to the Borrower. The funding of the Tax Credit equity by the Investor Limited Partner is expected to total approximately [\$20,906,736].* The funding levels and the timing of the funding are subject to numerous adjustments and conditions which could result in the amounts funded and/or the timing or even occurrence of the funding to

* Preliminary; subject to change.

vary significantly from the projections set forth above and no representation is made as to the availability of such funds.

Bridge Loan

Simultaneously with the issuance of the Bonds, the Bridge Lender will make a Bridge Loan in a principal amount equal to approximately \$17,500,000* to the Borrower. The Bridge Loan will be secured by a pledge of partnership interests in the Borrower assignment of the above-described Tax Credit equity contributions and assignment of developer fees. The Bridge Loan is anticipated to be repaid from the Tax Credit equity contributions, will bear interest at a variable rate of Term SOFR (5-day lookback) plus a margin of 2.65%,* with a floor of 0%,* and will mature on May 31, 2027.* At closing, a portion of the proceeds of the Bridge Loan will be advanced on behalf of the Borrower to the Trustee for deposit to the Collateral Fund to enable the disbursement of Bond proceeds from the Project Fund to the Borrower in order to pay Costs of the Development.

New Lender Loan

In connection with the Borrower's acquisition of the Development, simultaneously with the issuance of the Bonds, the Lender will make the New Lender Loan in an amount equal to approximately \$10,398,300* to provide money for deposit to the Collateral Fund at closing. The New Lender Loan will be secured by the New Lender Mortgage.

Seller Loan

In connection with the Borrower's acquisition of the Development, simultaneously with the issuance of the Bonds, the Issuer will make a tax-exempt loan to the Borrower, on behalf of Royal Abstract Intermediary LLC (the "Qualified Intermediary"), as qualified intermediary under Exchange No. [] on behalf of the Seller (the "Seller Exchange Company"), in an amount equal to \$7,750,000* (the "Seller Loan") evidenced by a subordinate revenue note issued by the Issuer to the Qualified Intermediary on behalf of the Seller (the "Subordinate Revenue Note"). The Subordinate Revenue Note is payable from a tax exempt loan by the Issuer to the Borrower, evidenced by a subordinate promissory note (the "Borrower Promissory Note") obligating the Borrower to make payments from available net cash flow. The Subordinate Revenue Note is offered solely to the Qualified Intermediary, on behalf of the Seller, pursuant to a separate Subordinate Revenue Note Disclosure Statement under relevant securities law exemptions, and is not offered hereby.

The Subordinate Revenue Note will bear interest at a rate of 4.90%* per annum and will mature on May 31, 2029* (subject to exchange for a long-term taxable Seller Note as described below).

The Subordinate Revenue Note will be secured by a Subordinate Mortgage, Security Agreement, Fixture Financing Statement and Assignment of Leases and Rents ("Subordinate Mortgage") from the Borrower in favor of the Issuer, which will be assigned by the Issuer to the Qualified Intermediary on behalf of the Seller along with corresponding subordinate loan documents, pursuant to an Assignment of Subordinate Mortgage and subordinate loan documents.

* Preliminary; subject to change.

The Subordinate Mortgage securing the Subordinate Revenue Note will be a third priority lien on the Property. The Subordinate Revenue Note, Subordinate Mortgage and rights and obligations under the other subordinate loan documents will be assigned by the Qualified Intermediary to the Seller within 180 days of the date of the Subordinate Revenue Note.

Notwithstanding the foregoing maturity date of the Subordinate Revenue Note, the Issuer, the Qualified Intermediary, the Seller and the Borrower have entered into a Seller Loan Exchange Agreement (the “Seller Loan Exchange Agreement”), whereby the Subordinate Revenue Note will be exchanged by or before its maturity date for a taxable seller note from the Borrower. At such time, the Subordinate Revenue Note and Borrower Promissory Note will be cancelled and the Subordinate Mortgage will be satisfied.

THE DEVELOPMENT AND THE PARTICIPANTS

The Development

The Development consists of the renovation and permanent phase financing of a 121-unit multifamily development commonly known as San Jose Apartments, located at 2353 Winter Woods Blvd in the City of Winter Park, Seminole County, Florida. The unit mix of the development consists of (28) one-bedroom, (85) two-bedroom, and (8) three-bedroom units. The renovation of the Development is expected to begin in December 2025* and be completed approximately 13* months thereafter.

On-site amenities of the Development include a clubhouse, leasing office, laundry facility, pool area, playground, dog park, and mail kiosk. Unit amenities will include air conditioning, dishwashers, private balconies and patios.

The Regulatory Agreement

At all times during the Qualified Project Period, forty percent (40%) of the completed residential rental units in the Development shall be occupied (or held available for occupancy) on a continuous basis by persons or families who at the time of initial occupancy had incomes at or below 60% of area median income (“AMI”). See “APPENDIX B - DOCUMENT SUMMARIES - SUMMARY OF CERTAIN PROVISIONS OF THE REGULATORY AGREEMENT.”

The Regulatory Agreement will also contain provisions for verifying compliance with the terms thereof. The provisions of the Regulatory Agreement discussed herein are intended, among other things, to ensure compliance with the requirements of the Code with respect to the excludability of the interest on the Bonds from gross income. Upon any breach by the Borrower of any provisions of the Regulatory Agreement, the Issuer or the Trustee may (in some cases only with the consent of Lender) take such actions at law or in equity as deemed appropriate under the circumstances, including an action for specific performance of the Regulatory Agreement, as described under the caption “APPENDIX B - DOCUMENT SUMMARIES - SUMMARY OF CERTAIN PROVISIONS OF THE REGULATORY AGREEMENT.” Such a breach by the

* Preliminary; subject to change.

Borrower may result in interest on the Bonds being included in gross income of the holders of the Bonds for purposes of federal income taxation as described in “CERTAIN BONDHOLDERS’ RISKS - Taxability of the Bonds” and “TAX MATTERS.”

Additional Restrictive Covenants

Tax Credits. In connection with the Tax Credits expected to be allocated to the Borrower with respect to the Development, the Borrower will execute an Extended Low-Income Housing Agreement for the Development in compliance with Section 42 of the Code (the “Extended Low-Income Housing Agreement”). The Extended Low-Income Housing Agreement for the Development will require that, among other things, approximately 100% of the residential rental units in the Development must be occupied by or set aside for individuals or families whose income does not exceed 60% of AMI for the area in which the Development is located.

Extended Low-Income Housing Agreement. In connection with the acquisition of the Development, the Borrower will assume an existing Extended Low-Income Housing Agreement for the Development, dated July 13, 1993, as effected by that certain Assignment and Assumption Agreement of and First Amendment to Extended Low-Income Housing Agreement dated as of November 16, 2018 and that certain Assignment and Assumption Agreement of and Second Amendment to Extended Low-Income Housing Agreement dated as of December 4, 2019 (collectively, the “1993 ELIHA”). The 1993 ELIHA requires, among other things, that 100% of the residential rental units in the Development be occupied by or set aside for individuals or families whose income does not exceed 60% of AMI for the area in which the Development is located. The 1993 ELIHA expires on December 31, 2034.

Original Lender Regulatory Agreement. In connection with the acquisition of the Development, the Borrower will assume an existing Regulatory Agreement for the Development, dated June 28, 1993, as effected by that certain First Amendment to Regulatory Agreement dated as of September 15, 2008; and that certain Assignment and Assumption Agreement of and Second Amendment to Regulatory Agreement dated as of November 16, 2018; and that certain Third Amendment to and Subordination of Existing Regulatory Agreement dated as of December 4, 2019 (collectively, the “Original Lender Regulatory Agreement”). The Original Lender Regulatory Agreement requires, among other things, that 20% of the residential rental units in the Development be occupied by or set aside for very-low income families at the Low HOME Rents for the area in which the Development is located, and that 80% of the residential rental units in the Development be occupied by or set aside for low income families at the High HOME Rents for the area in which the Development is located. The Original Lender Regulatory Agreement expires on June 28, 2048.

The Borrower

The Borrower for the Development is San Jose Preservation, Ltd., a Florida limited partnership (the “Borrower”). The general partner of the Borrower is San Jose Preservation GP LLC, a Delaware limited liability company (the “General Partner”), who will have a 00.01% ownership interest in the Borrower.

The Developer

Founded in 2016, Lincoln Avenue Communities LLC (the “Developer”) is in the business of acquiring, owning, and developing affordable apartment complexes. The Developer currently oversees a real estate portfolio valued in excess of \$3,500,000,000 and has been involved in the development and/or ownership of more than 170 apartment complexes containing approximately 30,500 units across the country. The Developer is an affiliate of the General Partner of the Borrower.

The prior experience of the Developer or its affiliates is no assurance that the Development will be successful.

Limited Assets and Obligations of the Borrower

The Borrower entity was formed to acquire, renovate and operate the Development. The Borrower has no material assets other than the Development and has covenanted not to engage in any activities unrelated to the Development. However, affiliates of the Borrower are engaged in and will continue to engage in the acquisition, development, ownership and management of similar types of housing projects. They may be financially interested in, as officers, members, partners or otherwise, and devote substantial times to, business and activities that may be inconsistent or competitive with the interests of the Development.

The obligations and liabilities of the Borrower under the Note are of a non-recourse nature and are limited to funds deposited or to be deposited under the Indenture to enable the Borrower to satisfy such obligations. Neither the Borrower nor its partners have any personal liability for payments on the Note to be applied to pay the principal of and interest on the Bonds. Furthermore, no representation is made that the Borrower has substantial funds available for the Development. Accordingly, neither the Borrower’s financial statements nor those of its partners are included in this Official Statement.

The General Contractor

The general contractor for the Development is expected to be Langerman Construction LLC (the “General Contractor”). The leadership of the General Contractor has, combined, over 40 years of experience in renovating residential multifamily housing developments. The General Contractor has completed over 43 multifamily projects throughout the Southeast United States.

Any previous experience of the General Contractor is no assurance that the Development will be successful.

Property Manager

The Development will be managed by TPI Management Services, LLC (the “Property Manager”). The Property Manager has operated affordable housing communities in the state of Florida for over 25 years and currently manages over 4,000 affordable multifamily units.

Any previous experience of the Property Manager is no assurance that the Development will be successful.

The Architect

The architect for the Development will be Ebersoldt + Associates, LLC (the “Architect”). Founded in 2007, the Architect has been the principal architect on over 130 multifamily projects throughout the United States.

Any previous experience of the Architect is no assurance that the Development will be successful.

The Lender

The Lender for the Development will process the New Lender Loan in accordance with the FHA insurance commitment issued by FHA. The Lender is a mortgage banking firm specializing, among other things, in FHA insured construction and permanent mortgage loans.

Upon satisfaction of certain conditions of the FHA insurance commitment, the Lender will make the New Lender Loan to the Borrower and service the New Lender Loan and serve as issuer of the GNMA security to be issued with respect to the New Lender Loan described elsewhere herein. For issuers approved to participate in the multifamily program, which is comprised of mortgage-backed securities backed by multifamily construction or permanent loans, the minimum net worth requirement is \$1,000,000 plus 1% of the total effective multifamily outstanding obligations in excess of \$25 million up to \$175 million plus 0.20 percent (20 basis points) of the total effective multifamily outstanding obligations in excess of \$175 million. The total effective multifamily outstanding obligation is the sum of: (1) all multifamily securities outstanding, (2) available commitment authority to issue new multifamily pools, and (3) unexpended multifamily construction draws.

THE BONDS

The following is a summary of certain provisions of the Bonds. The summary does not purport to be complete or definitive and is qualified in its entirety by reference to the Bond, a copy of which is on file with the Trustee.

General

The Bonds will be initially dated the Closing Date and will bear interest at the rate per annum, and mature in the principal amount and on the maturity date set forth on the front cover of this Official Statement. Interest payable on the Bonds shall be calculated on the basis of a 360-day year of twelve 30-day months. Interest on the Bonds will be payable initially on [] 1, 20[]* and semiannually thereafter on [] 1* and [] 1* of each year until maturity or earlier mandatory tender. Principal of the Bonds will be payable (i) at the Trust Office of the Trustee upon presentation and surrender of the Bonds as the same become due, and (ii) upon the request of any registered Owner of the Bonds on the applicable Record Date having an aggregate principal amount of \$1,000,000 or more, by wire transfer of immediately available funds from the Trustee. If the date of payment of principal or interest on the Bonds shall not be a Business Day, then such

* Preliminary; subject to change.

payment may be made on the next succeeding Business Day, with the same force and effect as if made on the date such payment was to be made.

The Bonds will be issued in book-entry form only in denominations of \$5,000 or any integral multiple of \$1,000 in excess thereof and, when issued, will be registered in the name of Cede & Co., as registered owner and nominee of The Depository Trust Company, New York, New York (“DTC”). See “THE BONDS - Book-Entry Only System” below.

Redemption of Bonds

The Bonds are not subject to optional redemption prior to the Mandatory Tender Date.

Mandatory Tender

The Bonds are subject to mandatory tender in whole or in part on the Mandatory Tender Date and shall be purchased at a price equal to 100 percent of the principal amount of such Bonds, plus accrued interest, if any, to the Mandatory Tender Date, and without premium. No later than 10:00 a.m., New York City time, on the Mandatory Tender Date, the Holders shall deliver the Bonds to the Trustee. The Trustee shall utilize the following sources of payments to pay the tender price of the Bonds not later than 2:30 p.m. New York City time on the Mandatory Tender Date, in the following priority: (i) amounts representing proceeds of remarketed Bonds received pursuant to the Indenture, to pay the principal amount, plus accrued interest, of Bonds tendered for purchase, (ii) amounts on deposit in the Collateral Fund and the Proceeds Account of the Project Fund, to pay the principal amount of Bonds tendered for purchase, (iii) amounts on deposit in the Capitalized Interest Account, of the Bond Fund, if any, to pay the accrued interest, if any, on Bonds tendered for purchase, and (iv) any other Preference Proof Moneys available or made available for such purpose at the direction of the Borrower.

In the event that the conditions required for remarketing set forth in the Indenture are not satisfied and/or the Trustee shall not have received remarketing proceeds on the Mandatory Tender Date equal to the principal amount of the Bonds Outstanding on such date, the Bonds shall be purchased in whole on the Mandatory Tender Date using amounts on deposit in the Collateral Fund, the Proceeds Account of the Project Fund and the Bond Fund, and, immediately following such purchase, the Bonds shall be deemed redeemed on the Mandatory Tender Date and cancelled by the Trustee.

Not less than 30 days before the Mandatory Tender Date, the Trustee shall give written notice of mandatory tender and, if applicable, remarketing to the Holders by first class mail, postage prepaid, at their respective addresses as they appear on registration books kept by the Trustee as Bond Registrar. So long as the Bonds are in Book Entry Form, notice of mandatory tender and, if applicable, remarketing will be given by the Trustee only to DTC or its successor, with duplicate notice provided to the Rating Agency. Notwithstanding the foregoing, any notice of mandatory tender shall be provided by the Trustee to the Rating Agency regardless of whether or not the Bonds are in Book Entry Form. The notice shall state the Mandatory Tender Date and that:

(1) all Outstanding Bonds are subject to mandatory tender for purchase on the Mandatory Tender Date and must be tendered for purchase on the Mandatory Tender Date;

(2) all Outstanding Bonds will be purchased on the Mandatory Tender Date at a price equal to the principal amount of the Outstanding Bonds plus interest accrued to the Mandatory Tender Date;

(3) Holders will not have the right to elect to retain their Bonds and any Bonds not tendered will nevertheless be deemed to have been tendered and will cease to bear interest from and after the Mandatory Tender Date; and

(4) the address of the office of the Trustee at which Holders should deliver their Bonds for purchase on the Mandatory Tender Date.

If notice is given as described under this caption, failure of any Holder to receive such notice, or any defect in the notice, shall not affect the remarketing or the validity of the proceedings for the remarketing of the Bonds.

Book-Entry Only System

The information in this section concerning DTC and DTC's book-entry system has been obtained from sources that the Borrower believes to be reliable, but the Borrower takes no responsibility for the accuracy thereof.

The Depository Trust Company, New York, New York ("DTC"), will act as securities depository for the Bonds. The Bonds will be initially issued and issuable only as one fully registered Bond certificate for each maturity, registered in the name of Cede & Co. as partnership nominee of DTC. Those fully registered Bonds will be deposited with and retained in the custody of DTC.

For ease of reference in this and other discussions, reference to "DTC" includes when applicable any successor securities depository and the nominee of the depository.

For all purposes under the Bond proceedings, DTC will be and will be considered by the Issuer and the Trustee to be the owner or Holder of the Bonds.

Owners of book entry interests in the Bonds (book entry interest owners) will not receive or have the right to receive physical delivery of Bonds, and will not be or be considered by the Issuer and the Trustee to be, and will not have any rights as, owners or holders of Bonds under the Bond proceedings.

DTC, the world's largest securities depository, is a limited-purpose trust company organized under the New York Banking Law, a "banking organization" within the meaning of the New York Banking Law, a member of the Federal Reserve System, a "clearing corporation" within the meaning of the New York Uniform Commercial Code, and a "clearing agency" registered pursuant to the provisions of Section 17A of the Securities Exchange Act of 1934. DTC holds and provides asset servicing for over 3.6 million issues of U.S. and non-U.S. equity issues, corporate and municipal debt issues, and money market instruments (from over 100 countries) that DTC's participants ("Direct Participants") deposit with DTC. DTC also facilitates the post-trade settlement among Direct Participants of sales and other securities transactions in deposited securities through electronic computerized book-entry transfers and pledges between Direct

Participants' accounts. This eliminates the need for physical movement of securities certificates. Direct Participants include both U.S. and non-U.S. securities brokers and dealers, banks, trust companies, clearing corporations, and certain other organizations. DTC is a wholly-owned subsidiary of The Depository Trust & Clearing Corporation ("DTCC"). DTCC is the holding company for DTC, National Securities Clearing Corporation and Fixed Income Clearing Corporation, all of which are registered clearing agencies. DTCC is owned by the users of its regulated subsidiaries. Access to the DTC system is also available to others such as both U.S. and non-U.S. securities brokers and dealers, banks, trust companies, and clearing corporations that clear through or maintain a custodial relationship with a Direct Participant, either directly or indirectly ("Indirect Participants"). DTC has an S&P rating of AA+. The DTC Rules applicable to its Participants are on file with the Securities and Exchange Commission. More information about DTC can be found at www.dtcc.com.

Purchases of Bonds under the DTC system must be made by or through Direct Participants, which will receive a credit for the Bonds on DTC's records. The ownership interest of each actual purchaser of each Bond (the book entry interest owner) is in turn to be recorded on the Direct and Indirect Participant's records. Book-entry interest owners will not receive written confirmation from DTC of their purchase, but are expected to receive written confirmations providing details of the transaction, as well as periodic statements of their holdings, from the Direct or Indirect Participant through which the book entry interest owner entered into the transaction. Transfers of ownership interests in the Bonds are to be accomplished by entries made on the books of Participants acting on behalf of book entry interest owners. Book-entry interest owners will not receive certificates representing their ownership interests in the Bonds, except in the event that use of the book entry system for the Bonds is discontinued.

To facilitate subsequent transfers, all Bonds deposited by Direct Participants with DTC are registered in the name of DTC's partnership nominee, Cede & Co., or such other name as may be requested by an authorized representative of DTC. The deposit of Bonds with DTC and their registration in the name of Cede & Co. or such other DTC nominee do not effect any change in actual ownership. DTC has no knowledge of the book entry interest owners (or beneficial owners) of the Bonds; DTC's records reflect only the identity of the Direct Participants to whose accounts such Bonds are credited, which may or may not be the book entry interest owners. Participants will remain responsible for keeping account of their holdings on behalf of their customers.

Conveyance of notices and other communications by DTC to Direct Participants, by Direct Participants to Indirect Participants, and by Direct Participants and Indirect Participants to book-entry interest owners, will be governed by arrangements among them, subject to any statutory or regulatory requirements as may be in effect from time to time.

Redemption notices shall be sent to DTC. If less than all of the bonds within an issue are being redeemed, DTC's practice is to determine by lot the amount of the interest of each Direct Participant in such issue to be redeemed.

Neither DTC nor Cede & Co. (nor any other DTC nominee) will consent or vote with respect to the Bonds unless authorized by a Direct Participant in accordance with DTC's MMI Procedures. Under its usual procedures, DTC mails an Omnibus Proxy to the Issuer as soon as possible after the record date. The Omnibus Proxy assigns Cede & Co.'s consenting or voting

rights to those Direct Participants to whose accounts the Bonds are credited on the record date (identified in a listing attached to the Omnibus Proxy).

Redemption proceeds, distributions, and debt service payments on the Bonds will be made to Cede & Co., or such other nominee as may be requested by an authorized representative of DTC. DTC's practice is to credit Direct Participants' accounts upon DTC's receipt of funds and corresponding detail information from the Issuer or the Trustee on the payable date in accordance with their respective holdings shown on DTC's records. Payments by Participants to book entry interest owners will be governed by standing instructions and customary practices, as is the case with securities held for the accounts of customers in bearer form or registered in "street name," and will be the responsibility of such Participant and not of DTC, the Trustee or the Issuer, subject to any statutory or regulatory requirements as may be in effect from time to time. Payment of redemption proceeds, distributions, and debt service payments to Cede & Co. (or such other nominee as may be requested by an authorized representative of DTC) is the responsibility of the Issuer or the Trustee, disbursement of such payments to Direct Participants will be the responsibility of DTC, and disbursement of such payments to the book entry interest owners will be the responsibility of Direct and Indirect Participants.

DTC may determine to discontinue providing its services with respect to the Bonds at any time by giving written notice to the Issuer and discharging its responsibilities with respect thereto under applicable law. Under such circumstances (if there is not a successor securities depository), Bond certificates will be delivered as described in the Indenture.

The Issuer, in its sole discretion and without the consent of any other person, may terminate the services of DTC with respect to the Bonds if the Issuer determines that: (i) DTC is unable to discharge its responsibilities with respect to the Bonds or (ii) a continuation of the requirement that all of the Outstanding Bonds be registered in the registration books kept by the Trustee in the name of Cede & Co., as nominee of DTC, is not in the best interest of the beneficial owners of the Bonds. In the event that no substitute securities depository is found by the Issuer, or restricted registration is no longer in effect, Bond certificates will be delivered as described in the Indenture.

With regard to Bonds registered in the name of Cede & Co., as nominee of DTC, the Issuer and the Trustee will have no responsibility or obligation to any Direct Participant or to any Indirect Participant. Without limiting the preceding sentence, the Issuer and the Trustee will have no responsibility or obligation with respect to (i) the accuracy of the records of DTC, Cede & Co., or any Direct Participant or Indirect Participant with respect to any ownership interest in the Bonds, (ii) the delivery to any Direct Participant or Indirect Participant or any other person, other than Cede & Co., as nominee of DTC, of any notice with respect to the Bonds, or (iii) the payment to any Direct Participant or Indirect Participant or any person, other than Cede & Co., as nominee of DTC, of any amount with respect to the principal of or interest on the Bonds.

CERTAIN BONDHOLDERS' RISKS

The following is a summary of certain risks associated with a purchase of the Bonds. There are other possible risks not discussed below. The Bonds are payable from the payments to be

made by the Borrower under the Bond Loan Agreement and the Note and from amounts on deposit in the Collateral Fund and the Bond Fund, and the investment earnings thereon.

Limited Security

The Bonds are special, limited obligations of the Issuer payable solely from certain funds pledged to and held by the Trustee pursuant to the Indenture, including the Bond Fund, the Collateral Fund and the Proceeds Account of the Project Fund. See “SECURITY FOR THE BONDS - Limited Obligations of the Issuer” herein. The Bonds will not be secured by a mortgage or other security interest in the Development.

Lender Collateral Deposits; Disbursement of Bond Proceeds

As described under the heading “SECURITY FOR THE BONDS - The Collateral Fund; Application of Collateral Payments” above, Collateral Payments will be disbursed and deposited into the Collateral Fund under the Indenture as a condition precedent to the disbursement of Bond proceeds from the Proceeds Account of the Project Fund in an equal amount to pay a portion of the costs of acquiring, constructing and equipping the Development. In order to have the Lender or the Bridge Lender initiate the transfer of a Collateral Payment into the Collateral Fund, the Borrower will be required to satisfy any agreements relating to the New Lender Loan or the Bridge Loan, respectively (including requirements related to the completion of construction of the Development). Failure of the Borrower to satisfy additional future conditions could result in the Lender’s or the Bridge Lender’s suspending disbursements of the New Lender Loan or the Bridge Loan, respectively, until the conditions have been satisfied which, in turn, could result in the inability of the Borrower to pay the costs of completing the Development. However, such a failure to complete the Development would not affect the security for the Bonds or cause a default on the Bonds.

Exercise of Legal Remedies

The ability of the Issuer to enforce its rights or exercise its remedies upon default under the Bond Loan Agreement is dependent upon regulatory and judicial actions which may be subject to discretion and delay. Under existing law and judicial decisions (including laws relating to bankruptcy), the remedies provided for under the Documents may not be readily available or may be limited.

Completion of Development

There can be no assurance that the Development will be completed, or that it can be completed for the cost and within the time as set forth in this Official Statement. Failure to complete the Development, or to complete it in a timely fashion at the estimated cost, could adversely impact the Borrower’s ability to comply with certain tax code requirements. See the caption “Taxability of the Bonds” below.

Infectious Disease Outbreak

Without limiting the generality of the foregoing, an outbreak of a highly contagious, epidemic or pandemic infectious disease such as COVID-19 nationally or locally in the

Development's market area could adversely affect the Development's operations and financial results, including the length of time necessary to complete the rehabilitation of the Development. A significant delay in rehabilitation completion may adversely impact the Borrower's ability to comply with certain tax code requirements. See the caption "Taxability of the Bonds" below.

Taxability of the Bonds

THE BONDS ARE NOT SUBJECT TO ACCELERATION OR REDEMPTION UPON ANY DETERMINATION OF TAXABILITY OF INTEREST ON THE BONDS. IN ADDITION, THE RATE OF INTEREST ON THE BONDS IS NOT SUBJECT TO ADJUSTMENT BY REASON OF THE INTEREST ON THE BONDS BEING INCLUDED IN GROSS INCOME FOR PURPOSES OF FEDERAL INCOME TAXATION. Such event could occur if the Borrower (or any subsequent owner of the Development) or other parties to the transaction do not comply with the provisions of the Regulatory Agreement, certain other tax-related agreements executed in connection with the Bonds, and the Bond Loan Agreement, which are designed, if complied with, to satisfy the continued compliance with requirements of the Code in order for the interest on the Bonds to be excluded from gross income for federal income tax purposes. Under such circumstances, interest on the Bonds might become subject to federal income taxation retroactive to the date of issuance or some other subsequent date. See "APPENDIX B - DOCUMENT SUMMARIES - SUMMARY OF CERTAIN PROVISIONS OF THE REGULATORY AGREEMENT" and "TAX MATTERS" herein.

Permitted Investments

Amounts on deposit in the Proceeds Account of the Project Fund, the Collateral Fund and the Bond Fund are required to be invested in Permitted Investments. See "APPENDIX A - DEFINITIONS" hereto for the definition of Permitted Investments. There can be no assurance that there will not be a loss resulting from any investment held for the credit of the Project Fund, the Collateral Fund and the Bond Fund, and any failure to receive a return of the amounts so invested could affect the ability to pay the principal of and interest on the Bonds.

Rating Based on Permitted Investments

The rating on the Bonds is based upon the Bonds being fully secured by Permitted Investments held in the Trust Estate. If one or more of such investments fail to meet the rating standards for Permitted Investments after their purchase and prior to their maturity, such a change may result in a downgrade or withdrawal of the rating on the Bonds.

Secondary Markets and Prices

No representation is made concerning the existence of any secondary market for the Bonds. The Underwriter will not be obligated to repurchase any of the Bonds, nor can any assurance be given that any secondary market will develop following the completion of the offering of the Bonds. Further, there can be no assurance that the initial offering prices for the Bonds will continue for any period of time. Furthermore, the Bonds should be purchased for their projected returns only and not for any resale potential, which may or may not exist.

Risks of Casualty or Condemnation

Ownership and operation of real estate, such as the Development, involves certain risks, including the possibility of casualty or condemnation by fire, flooding or other force majeure, whether resulting from human activity or natural disasters. If damage or destruction rendered the Development or any portion of the Development uninhabitable, the affected residence units or common areas would not be available during the period of restoration, which could adversely affect the ability of the Development to generate sufficient revenues to pay debt service on the Lender Loans. Notwithstanding such risk, the Bonds are secured by Permitted Investments or other Preference Proof Moneys sufficient to pay principal and interest on the Bonds when due.

Natural Disaster Risk. The ability of the Development to generate revenues to pay debt service could be adversely impacted by natural disasters, including extreme weather events associated with climate change such as floods, droughts, tornadoes, hurricanes and wildfires. No assurance can be given that such events will not occur while the Bonds are Outstanding. The occurrence of such extreme weather events could damage local infrastructure that provides essential services to the Development. The economic impact of such events could include loss of revenue, interruption of operations, and increased recovery costs.

Insurance May Not Shift Such Risks. Although the Borrower has attempted to mitigate the risk of loss from property damage, destruction or condemnation by purchasing commercial property and casualty insurance, there can be no assurance that such insurance will always be available in sufficient amounts, at a reasonable cost or available at all, or that insurers will pay claims in a timely manner or at all. The Development may suffer losses for which insurance cannot be or has not been obtained. Moreover, the amounts of any such losses or the periods during which the Development cannot generate revenues may exceed the coverage of available insurance policies.

Cybersecurity Risk

Like most organizations, the Borrower, the Trustee, the Lender, and/or other participants involved in the issuance of the Bonds (collectively, the "Bond Participants") rely on electronic systems and technologies to conduct their operations. There have been numerous attempts to gain unauthorized access to electronic systems of large organizations for the purposes of misappropriating assets or personal, operational, financial or other sensitive information, or causing operational disruption. These attempts, which are increasing, include highly sophisticated efforts to electronically circumvent security measures or freeze assets as well as more traditional intelligence gathering aimed at obtaining information necessary to gain access. The entities comprising the Bond Participants maintain security postures designed to deter "cyberattacks," and are committed to deterring attacks on their respective electronic systems and responding to such attacks to minimize any impact on operations. However, no assurances can be given that the Bond Participants' security measures will prevent cyberattacks on their respective electronic systems, and no assurances can be given that any cyberattacks, if successful, will not have a material adverse effect on the operations or financial condition of the Bond Participants.

TAX MATTERS

Legal matters incident to the authorization, validity and issuance of the Bonds are subject to the unqualified approving opinion of Greenberg Traurig, P.A., Orlando, Florida, whose opinion will be available at the time of delivery of the Bonds. It is anticipated that the approving opinion will be in substantially the form attached to this Official Statement as Appendix C.

General

In the opinion of Greenberg Traurig, P.A., as Bond Counsel, under existing law as currently enacted and construed, and assuming the accuracy of certain certifications and compliance with certain covenants of the Issuer and the Borrower designed to assure compliance with the requirements of the Internal Revenue Code of 1986, as amended (the “Code”), (i) the interest on the Bonds is excludable from gross income of the owners thereof for federal income tax purposes, except for interest on any Bond for any period during which such Bond is held by a “substantial user” of the Development or a “related person” within the meaning of Section 147(a) of the Code, and (ii) interest on the Bonds is not an item of tax preference for purposes of the alternative minimum tax imposed on individuals. In the case of the alternative minimum tax imposed by Section 55(b)(2) of the Code on applicable corporations (as defined in Section 59(k) of the Code), interest on the Bonds is not excluded from the determination of adjusted financial statement income.

Section 142(d) of the Code provides that interest on certain governmental obligations, such as the Bonds, substantially all of the proceeds of which are to be used to provide financing for projects for “residential rental property,” shall be excludable from gross income for federal income tax purposes if, among other things, at all times during the Qualified Project Period either 20% or more of the units are set aside for tenants having incomes of 50% or less of Area Median Gross Income or 40% or more of the units are set aside for tenants having incomes of 60% or less of Area Median Gross Income. The Issuer has elected the 40% at 60% set aside for the Bonds.

Under the Code and Treasury Regulations, the failure to satisfy the foregoing requirements on a continuous basis or the failure to satisfy any of the other requirements of the Code and the Treasury Regulations will, unless corrected within a reasonable period of time of not less than sixty (60) days after such noncompliance is first discovered or should have been discovered, cause loss of the tax-exempt status of the Bonds as of the date of issuance of the Bonds, irrespective of the date such noncompliance actually occurred.

The Issuer has established requirements, procedures and safeguards which it believes to be sufficient to ensure compliance with the requirements of Section 142(d) of the Code and the Treasury Regulations with respect to the Development. Such requirements, procedures, and safeguards are incorporated into the Bond Loan Agreement and the Regulatory Agreement. However, no assurance can be given that in the event of a breach of any of the provisions or covenants described above, the remedies available to the Issuer or the Trustee can be judicially enforced in such manner as to assure compliance with Section 142(d) of the Code and, therefore, to prevent the loss of tax exemption of interest on the Bonds. The opinion of Bond Counsel described below relies upon certifications by the Borrower as to compliance with Section 142(d)

of the Code. Bond Counsel expects to deliver an opinion at the time of issuance of the Bonds substantially in the form set forth in Appendix C attached hereto.

Section 148 of the Code provides that interest on the Bonds will not be excludable from gross income for federal income tax purposes unless (a) the investment of the proceeds of the Bonds meets certain arbitrage requirements and (b) certain “excess” earnings on such investments are rebated to the United States of America (collectively the “Arbitrage Restrictions”). The Trustee has been provided with instructions regarding the Arbitrage Restrictions and the Trustee has agreed that it will comply with those instructions. To the extent that the Arbitrage Restrictions are applicable to the Borrower, the Borrower has covenanted in the Bond Loan Agreement and the Arbitrage Rebate Agreement that it will also comply with such restrictions. In the event of non-compliance by either the Trustee or the Borrower with the Arbitrage Restrictions, interest on the Bonds would be taxable for federal income tax purposes from the date of issuance of such Bonds. The Borrower has also covenanted to comply with certain other applicable provisions of the Code which are required as a condition to the exclusion from gross income of interest on the Bonds for federal income tax purposes.

The Code includes requirements which the Issuer and the Borrower must continue to meet after the issuance of the Bonds in order that interest on the Bonds not be included in gross income for federal income tax purposes. The Issuer’s or the Borrower’s failure to meet these requirements may cause interest on the Bonds to be included in gross income for federal income tax purposes retroactive to their date of issuance. The Issuer and the Borrower have covenanted in the Indenture, the Regulatory Agreement and the Bond Loan Agreement to take the actions required by the Code in order to maintain the exclusion from gross income for federal income tax purposes of interest on the Bonds.

Bond Counsel has not undertaken to advise in the future whether any events after the date of execution and delivery of the Bonds may affect the federal tax status of the interest on the Bonds.

Ownership of the Bonds may result in collateral federal income tax consequences to certain taxpayers, including, without limitation, financial institutions, property and casualty insurance companies, S corporations with “excess net passive income,” individual recipients of Social Security or Railroad Retirement benefits and taxpayers who may be deemed to have incurred or continued indebtedness to purchase or carry the Bonds. Bond Counsel expresses no opinion as to any such collateral tax consequences. Purchasers of Bonds should consult their own tax advisors as to such collateral tax consequences.

Bond Counsel is further of the opinion that the Bonds and the income thereon are not subject to taxation under the laws of the State of Florida, except as to estate taxes and taxes under Chapter 220, Florida Statutes, on interest, income or profits on debt obligations owned by corporations as defined in said Chapter 220. Bond Counsel expresses no opinion regarding taxation of the Bonds or interest on the Bonds in any state other than Florida. Prospective purchasers of the Bonds should consult their tax advisors as to whether the Bonds or interest on the Bonds is or is not exempt from taxation in any other state.

A form of the opinion of Bond Counsel is attached hereto as Appendix C. A copy of such opinion will be available at the time of the initial delivery of the Bonds.

Original Issue Discount and Original Bond Premium

Certain of the Bonds (“Discount Bonds”) may be offered and sold to the public at an original issue discount (“OID”). OID is the excess of the stated redemption price at maturity (the principal amount) over the “issue price” of a Discount Bond determined under Code Section 1273 or 1274 (i.e., for obligations issued for money in a public offering, the initial offering price to the public (other than to bond houses and brokers) at which a substantial amount of the obligation of the same maturity is sold pursuant to that offering). For federal income tax purposes, OID accrues to the owner of a Discount Bond over the period to maturity based on the constant yield method, compounded semiannually (or over a shorter permitted compounding interval selected by the owner). The portion of OID that accrues during the period of ownership of a Discount Bond (i) is interest excludable from the owner’s gross income for federal income tax purposes to the same extent, and subject to the same considerations discussed above, as other interest on the Bonds, and (ii) is added to the owner’s tax basis for purposes of determining gain or loss on the maturity, redemption, prior sale or other disposition of that Discount Bond.

Certain of the Bonds (“Premium Bonds”) may be offered and sold to the public at a price in excess of their stated redemption price (the principal amount) at maturity (or earlier for certain Premium Bonds callable prior to maturity). That excess constitutes bond premium. For federal income tax purposes, bond premium is amortized over the period to maturity of a Premium Bond, based on the yield to maturity of that Premium Bond (or, in the case of a Premium Bond callable prior to its stated maturity, the amortization period and yield may be required to be determined on the basis of an earlier call date that results in the lowest yield on that Premium Bond), compounded semiannually (or over a shorter permitted compounding interval selected by the owner). No portion of that bond premium is deductible by the owner of a Premium Bond. For purposes of determining the owner’s gain or loss on the sale, redemption (including redemption at maturity) or other disposition of a Premium Bond, the owner’s tax basis in the Premium Bond is reduced by the amount of bond premium that accrues during the period of ownership. As a result, an owner may realize taxable gain for federal income tax purposes from the sale or other disposition of a Premium Bond for an amount equal to or less than the amount paid by the owner for that Premium Bond.

Owners of Discount Bonds and Premium Bonds should consult their own tax advisers as to the determination for federal income tax purposes of the amount of OID or bond premium properly accruable in any period with respect to the Discount Bonds or Premium Bonds and as to other federal tax consequences, and the treatment of OID and bond premium for purposes of state and local taxes on, or based on, income.

Future Changes in Law

From time to time, there are legislative proposals suggested, debated, introduced or pending in Congress and in state legislatures that, if enacted into law, could alter or amend one or more of the federal or state tax matters described above including, without limitation, the excludability from gross income of interest on the Bonds, adversely affect the market price or

marketability of the Bonds, or otherwise prevent the holders from realizing the full current benefit of the status of the interest thereon. It cannot be predicted whether or in what form any such proposal may be enacted, or whether, if enacted, any such proposal would apply to the Bonds. If enacted into law, such legislative proposals could affect the market price or marketability of the Bonds. Prospective purchasers of the Bonds should consult their tax advisors as to the impact of any proposed or pending legislation.

Information Reporting and Backup Withholding

Interest paid on tax-exempt bonds such as the Bonds is subject to information reporting to the Internal Revenue Service in a manner similar to interest paid on taxable obligations. This reporting requirement does not affect the excludability of interest on the Bonds from gross income for federal income tax purposes. However, in conjunction with that information reporting requirement, the Code subjects certain non-corporate owners of Bonds, under certain circumstances, to “backup withholding” at the rates set forth in the Code, with respect to payments on the Bonds and proceeds from the sale of Bonds. Any amount so withheld would be refunded or allowed as a credit against the federal income tax of such owner of Bonds. This withholding generally applies if the owner of Bonds (i) fails to furnish the payor such owner’s social security number or other taxpayer identification number (“TIN”), (ii) furnished the payor an incorrect TIN, (iii) fails to properly report interest, dividends, or other “reportable payments” as defined in the Code, or (iv) under certain circumstances, fails to provide the payor or such owner’s securities broker with a certified statement, signed under penalty of perjury, that the TIN provided is correct and that such owner is not subject to backup withholding. Prospective purchasers of the Bonds may also wish to consult with their tax advisors with respect to the need to furnish certain taxpayer information in order to avoid backup withholding.

UNDERWRITING

RBC Capital Markets, LLC (the “Underwriter”) has agreed to purchase the Bonds from the Issuer at a price of \$_____ plus a premium of \$_____, ____% of the principal amount thereof. The Underwriter will be paid an aggregate fee of \$_____ for underwriting the Bonds, inclusive of expenses, except for the fees and expenses of its counsel. The Bond Purchase Agreement provides that the obligation of the Underwriter to purchase the Bonds is subject to certain terms and conditions and the approval of certain legal matters by counsel. The Borrower has agreed to indemnify the Underwriter and the Issuer as to certain matters in connection with the Bonds.

The Underwriter and its respective affiliates are full service financial institutions engaged in various activities, that may include securities trading, commercial and investment banking, municipal advisory, brokerage and asset management. In the ordinary course of business, the Underwriter and its respective affiliates may actively trade debt, and if applicable equity securities (or related derivative securities) and provide financial instruments (which may include bank loans, credit support or interest rate swaps) and the Underwriter and its respective affiliates may engage in transactions for its own accounts involving the securities and instruments made the subject of this securities offering or other offerings of the Issuer and/or the Borrower. The Underwriter may make a market in credit default swaps with respect to municipal securities in the future. The Underwriter and its respective affiliates may also communicate independent investment

recommendations, market color or trading ideas and publish independent research views in respect of this securities offering or other offerings of the Issuer and/or the Borrower. The Underwriter and its respective affiliates may make a market in credit default swaps with respect to municipal securities in the future. The Underwriter and its respective affiliates may also communicate independent investment recommendations, market color or trading ideas and publish independent research views in respect of this securities offering or other offerings of the Issuer and/or the Borrower.

The Underwriter of the Bonds has entered into a distribution arrangement with its affiliate City National Securities, Inc. (“CNS”). As part of this arrangement, the Underwriter may distribute municipal securities to investors through the financial advisor network of CNS. As part of this arrangement, the Underwriter may compensate CNS for its selling efforts with respect to the Bonds.

The initial public offering prices of the Bonds may be changed from time to time by the Underwriter. The Underwriter may offer and sell the Bonds to certain dealers (including dealers depositing Bonds into investment trusts) and certain dealer banks and banks acting as agents at prices lower than the public offering price stated on the inside cover of this Official Statement.

The Underwriter does not guarantee a secondary market for the Bonds and is not obligated to make any such market in the Bonds. No assurance can be made that such a market will develop or continue. Consequently, investors may not be able to resell Bonds should they need or wish to do so for emergency or other purposes.

The Underwriter has reviewed the information in this Official Statement pursuant to its responsibilities to investors under the federal securities laws, but the Underwriter does not guarantee the accuracy or completeness of such information.

In addition to serving as Underwriter, RBC Capital Markets, LLC has been designated to serve as Remarketing Agent and will receive a fee for its remarketing services in connection with the remarketing, if any, of the Bonds on the Mandatory Tender Date.

RATING

The Bonds have been assigned a rating of “[Aa1/VMIG-1]” by Moody’s Ratings (“Moody’s,” and in its capacity as rating agency for the Bonds, the “Rating Agency”).

The rating assigned to the Bonds described above reflects only the view of the Rating Agency, and an explanation of the significance of such rating may be obtained from the Rating Agency at 7 World Trade Center, 250 Greenwich Street, 16th Floor, New York, New York 10007. The rating is not a recommendation to buy, sell, or hold the Bonds. There is no assurance that the rating will continue for any given period of time or that it will not be revised downward or withdrawn entirely by the Rating Agency if in the judgment of the Rating Agency circumstances so warrant. Any such downward revision or withdrawal of such rating may have an adverse effect on the market price of the Bonds. See “CERTAIN BONDHOLDERS’ RISKS - Rating Based on Permitted Investments” herein.

Any desired explanation of the significance of the rating should be obtained from the Rating Agency. Certain information and materials not included in this Official Statement were furnished to the Rating Agency. Generally, rating agencies base their ratings on the information and materials so furnished and on investigations, studies, and assumptions by the rating agency.

The Issuer has not assumed any responsibility either to notify the owners of any proposed change in, suspension or withdrawal of such rating subsequent to the date of this Official Statement, and the Borrower has such responsibility only in connection with the reporting of events as provided in the Continuing Disclosure Agreement. Neither of them has any responsibility to contest any such revision, suspension or withdrawal.

SUBORDINATION TO LENDER LOAN DOCUMENTS AND PROGRAM OBLIGATIONS

The Indenture, the Bond Loan Agreement, the Note, and the Regulatory Agreement (the “Bond Financing Documents”) provide that, notwithstanding anything in such documents to the contrary, the Bond Financing Documents will be subordinate to the Lender Loan Documents. In the event of any conflict between the provisions of the Bond Financing Documents and the Lender Loan Documents or the Program Obligations (as defined in the Lender Mortgages), the Lender Loan Documents or the Program Obligations will control. Enforcement of the Bond Financing Documents will not result in any claim against the Development, the Lender Mortgage proceeds, any reserve or deposit required by HUD in connection with the Lender Mortgages, or the rents or other income from the Development (except “surplus cash,” as defined in the HUD Regulatory Agreements). No assurance can be made that such provision will not impair the excludability of interest on the Bonds from gross income for federal income tax purposes. In no event shall HUD, the Original Lender or the Lender have any claim to or lien upon the Trust Estate and funds pledged to secure the repayment of the Bonds.

CERTAIN LEGAL MATTERS

Certain legal matters relating to the execution and delivery of the Indenture and the Bond Loan Agreement are subject to the approving opinions of Greenberg Traurig, P.A., Orlando, Florida, Bond Counsel, which will be furnished at the expense of the Borrower (the “Bond Counsel Opinion”). See “APPENDIX C - PROPOSED FORM OF OPINION OF BOND COUNSEL” hereto. Certain legal matters will be passed upon for the Issuer by its counsel, Latham, Luna, Eden & Beaudine, LLP, Orlando, Florida, for the Borrower by its counsel Cohen & Liuzzo, PLLC, New York, New York, and Stearns Weaver Miller Weissler Alhadeff & Sitterson, P.A., Miami, Florida, Co-Borrower Counsel, and for the Underwriter by its counsel, Robinson & Cole LLP, Washington, D.C. Fees and expenses of certain of the above-mentioned counsel are contingent upon the issuance of the Bonds.

Greenberg Traurig, P.A., whose legal services as Bond Counsel have been retained by the Issuer, will opine on the date of issuance of the Bonds with regard to the exclusion from gross income of interest on the Bonds. See “TAX MATTERS” herein. The proposed text of the legal opinion is set forth in APPENDIX C. The actual legal opinion to be delivered may vary from that text if necessary to reflect facts and law on the date of delivery of the Bonds. The opinion will

speak only as of its date, and subsequent distribution of it by recirculation of this Official Statement or otherwise shall create no implication that Bond Counsel has reviewed or expresses any opinion concerning any of the matters referenced in the opinion subsequent to its date.

In rendering its approving opinion, Bond Counsel will rely on certifications and representations of fact to be contained in the transcript of proceedings which Bond Counsel will not have independently verified.

The various legal opinions to be delivered concurrently with the delivery of the Bonds express the professional judgment of the attorneys rendering the opinions on the legal issues explicitly addressed therein. By rendering the legal opinion, the opinion giver does not become an insurer or guarantor of an expression of professional judgment of the transaction opined upon, or of the future performance of parties to such transaction. Nor does the rendering of an opinion guarantee the outcome of any legal dispute that may arise out of the transaction.

NO LITIGATION

The Borrower

As of the date hereof, there is no action, suit, proceeding, inquiry or investigation of which the Borrower has been notified, at law or in equity, before or by any judicial or administrative court or governmental agency or body, state, federal or other, pending or, to the best knowledge of the Borrower, threatened against the Borrower, affecting the existence of the Borrower or the titles of its officers executing the Bond Purchase Agreement to their respective offices, or contesting or affecting as to the Borrower the validity or enforceability of the Bonds, the exclusion of interest on the Bonds from the gross income, for federal income tax purposes, of the owners of the Bonds, any Borrower Document or the execution and delivery or adoption by the Borrower of any Borrower Document, or in any way contesting or challenging the completeness or accuracy of this Official Statement or the powers of the Borrower or its authority with respect to the Borrower Documents or the consummation of the transactions contemplated hereby or thereby; nor, to the best knowledge of the Borrower, is there any basis for any such action, suit, proceeding, inquiry or investigation, wherein an unfavorable decision, ruling or finding would materially adversely affect the Borrower's financial condition or operations or the validity of the authorization, execution, delivery or performance by the Borrower of any Borrower Document.

The Issuer

To the knowledge of the Issuer, there is no action, suit, proceeding, inquiry or investigation, at law or in equity, before or by any court, public board or body, pending or threatened against the Issuer affecting the existence of the Issuer or its governing body or the titles of its officers to their respective offices or seeking to prohibit, restrain or enjoin the sale, issuance or delivery of the Bonds or the pledge of the revenues or assets of the Issuer pledged to the payment of the principal of, redemption premium, if any, and interest on the Bonds, or contesting or to the knowledge of the Issuer, affecting the validity or enforceability of the Bonds or the Bond Loan Agreement, the Indenture, the Regulatory Agreement, the Bond Purchase Agreement, the Arbitrage Certificate, the Arbitrage Rebate Agreement and any and all documents, agreements or instruments executed by the Issuer in connection with the Loan evidenced by the Bond Loan Agreement (the "Issuer

Documents”) or contesting the completeness or accuracy of this Official Statement, or contesting the powers of the Issuer or any authority for the issuance of the Bonds or execution and delivery of any of the Issuer Documents; nor, to the knowledge of the Issuer, is there any basis therefor.

CONTINUING DISCLOSURE

The Borrower will enter into a Continuing Disclosure Agreement dated as of November 1, 2025 (the “Continuing Disclosure Agreement”) with the Trustee, acting as the Dissemination Agent, obligating the Borrower to send, or cause to be sent, certain financial information with respect to the Development to the Municipal Securities Rulemaking Board annually and to provide notice, or cause notice to be provided, to the Municipal Securities Rulemaking Board, of certain enumerated events for the benefit of the beneficial owners and Holders of any of the Bonds, pursuant to the requirements of Section (b)(5)(i) of Securities Exchange Commission Rule 15c2-12 (the “Rule”). See “APPENDIX D - FORM OF CONTINUING DISCLOSURE AGREEMENT.”

A failure by the Borrower to comply with the provisions of the Continuing Disclosure Agreement will not constitute a default under the Indenture or Bond Loan Agreement (although Bondholders will have any available remedy at law or in equity for obtaining necessary disclosures). Nevertheless, such a failure to comply is required to be reported in accordance with the Rule and must be considered by any broker, dealer or municipal securities dealer before recommending the purchase or sale of the Bonds in the secondary market. Consequently, such a failure may adversely affect the transferability and liquidity of the Bonds.

The Borrower is a new entity and has not previously been subject to the continuing disclosure requirements of the Rule.

ENFORCEABILITY OF REMEDIES

The remedies available to the Trustee, the Issuer and the Owners of the Bonds upon an Event of Default under the Bond Loan Agreement, the Regulatory Agreement or the Indenture are in many respects dependent upon regulatory and judicial actions which are often subject to discretion and delay. Under existing law and judicial decisions, including specifically the Federal Bankruptcy Code, the remedies provided for under the Federal Bankruptcy Code, the Bond Loan Agreement, the Regulatory Agreement or the Indenture may not be readily available or may be limited.

In addition, the Bond Loan Agreement and the Regulatory Agreement both provide that the payment obligations of the Borrower contained in such agreements (other than certain obligations to the Issuer and the Trustee individually and not on behalf of the Owners of the Bonds) will be limited obligations payable solely from the income and assets of the Borrower, and that no partner of the Borrower will have any personal liability for the satisfaction of any payment obligation of the Borrower under such agreements or of any claim against the Borrower arising out of such agreements or the Indenture.

The various legal opinions to be delivered concurrently with the delivery of the Bonds will be qualified as to the enforceability of various legal instruments by limitations imposed by the valid exercise of the constitutional powers of the State and the United States of America and bankruptcy, reorganization, insolvency or other similar laws affecting the rights of creditors generally, and by general principles of equity (regardless of whether such enforceability is considered in a proceeding in equity or at law).

DISCLOSURE REQUIRED BY SECTION 517.051(1), FLORIDA STATUTES

Rule 69W-400.003, Rules of Government Securities, promulgated by the Florida Department of Banking and Finance, Division of Securities, under Section 517.051(1), Florida Statutes (“Rule 69W-400.003”), requires the Issuer to disclose each and every default of the Issuer as to the payment of principal and interest with respect to obligations issued or guaranteed by the Issuer after December 31, 1975. Rule 69W-400.003 further provides, however, that if the Issuer in good faith believes that such disclosures would not be considered material by a reasonable investor, such disclosures may be omitted.

The Bonds do not constitute a general debt, liability or obligation of the Issuer, but are instead secured by amounts on deposit under the Indenture and by other security discussed herein. The Bonds are not being offered on the basis of the financial strength of the Issuer. Accordingly, the Issuer, in good faith, believes that disclosure of any such default on bonds with respect to which the Issuer was merely a conduit issuer and which are secured solely by payments of the borrower under a loan agreement, lease agreement or installment sale agreement would not be considered material by a reasonable investor in the Bonds.

ESCROW VERIFICATION REPORT

Causey Public Finance LLC, certified public accountants (the “Verifier”), concurrently with the issuance of the Bonds, will deliver to the Underwriter its verification report indicating that it has verified the arithmetical accuracy of certain computations provided by the Underwriter relating to the computation of forecasted receipts of principal and interest on the obligations and certain cash deposited as security for the Bonds, and the forecasted payments of principal and interest to pay the Bonds at their redemption or maturity dates. All such computations have been based solely upon assumptions and information supplied by the Underwriter. The Verifier restricted its procedures to verifying the arithmetical accuracy of the computations described above and has not made any study or evaluation of the assumptions and information on which the computations are based, and the Verifier has not expressed any opinion on the data used, the reasonableness of the assumptions or the achievability of the forecasted outcomes.

MISCELLANEOUS

Copies of the Indenture, the Bond Loan Agreement, the Note and the Regulatory Agreement are on file at the office of the Trustee and are available for inspection upon request.

This Official Statement is submitted in connection with the sale of the securities referred to herein and may not be reproduced or used, as a whole or in part, for any other purpose. Any statements in this Official Statement involving matters of opinion, whether or not expressly so stated, are intended as such and not as representations of fact. This Official Statement is not to be construed as a contract or agreement between the Issuer or the Borrower and the purchasers or holders of any of the Bonds.

The Issuer makes no representations with respect to any information in this Official Statement other than the information under the captions “THE ISSUER,” “NO LITIGATION - The Issuer” and “DISCLOSURE REQUIRED BY SECTION 517.051(1), FLORIDA STATUTES.”

This Official Statement has been approved by the Issuer and the Borrower for distribution to current Bondholders and potential purchasers of the Bonds.

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[SIGNATURE PAGE TO OFFICIAL STATEMENT – SAN JOSE APARTMENTS]

SAN JOSE PRESERVATION, LTD., a Florida
limited partnership

By: **SAN JOSE PRESERVATION GP LLC**, a
Delaware limited liability company, its
general partner

By: _____
Russell Condas
Vice President

APPENDIX A

DEFINITIONS

“Act” means, collectively, Florida Housing Finance Authority Law, Sections 159.601 et seq., Florida Statutes, as amended, and Ordinance No. 81-4 enacted on September 28, 1981, and effective November 3, 1981, and that certain Interlocal Agreement dated October 22, 2024, between Seminole County, Florida and the Issuer.

“Agreement” or “Bond Loan Agreement” means the Loan Agreement dated as of the same date as the Indenture, between the Issuer and the Borrower and any and all supplements thereto.

“Arbitrage Certificate” means the Arbitrage and Tax Certificate, dated the Closing Date, executed by the Issuer in connection with the issuance of the Bonds.

“Arbitrage Rebate Agreement” means the Arbitrage Rebate Agreement, dated as of November 1, 2025, among the Issuer, the Trustee and the Borrower in connection with the issuance of the Bonds.

“Bond” or “Bonds” means the Osceola County Housing Finance Authority Multifamily Housing Revenue Bonds, 2025 Series [] (San Jose Apartments) issued, authenticated and delivered under the Indenture.

“Bond Counsel” means nationally recognized bond counsel selected by the Issuer.

“Bond Documents” means, with respect to the Bonds, the Bonds, the Indenture, the Bond Loan Agreement, the Note, the Bond Purchase Agreement, the Regulatory Agreement, the Continuing Disclosure Agreement, the Guarantor Documents, the Arbitrage Rebate Agreement, the Tax Certificates, the Issuer Servicer Agreement, and any and all documents executed in connection with the Bonds.

“Bond Fund” means the Bond Fund created under the Indenture.

“Bondholder” or “Holder of the Bonds” or “Holder” or “Owner of the Bonds” or “Owner” when used with respect to any Bond, means the person or persons in whose name such Bond is registered as the owner thereof on the books of the Issuer maintained at the Trust Office of the Trustee for that purpose.

“Bond Loan Agreement” means the Loan Agreement, dated as of November 1, 2025, by and between the Issuer and the Borrower and any and all supplements thereto, pursuant to which the Loan is being made to the Borrower.

“Bond Purchase Agreement” means the Bond Purchase Agreement, dated November __, 2025, among the Issuer, the Borrower and the Underwriter.

“Bond Registrar” has the meaning assigned to it in the Indenture.

“Book-Entry Form” or “Book-Entry System” means a form or system, as applicable, under which (i) the ownership of beneficial interests in the Bonds may be transferred only through a book-entry and (ii) physical bond certificates in fully registered form are registered only in the name of a Securities Depository or its nominee as holder, with the physical bond certificates “immobilized” in the custody of the Securities Depository.

“Borrower” means San Jose Preservation, Ltd., a limited partnership, duly organized and existing in the State of Florida, and its successors and assigns.

“Borrower Documents” means the Bond Loan Agreement, the Note, the Proceeds Certificate, the Arbitrage Rebate Agreement, the Regulatory Agreement, the Bond Purchase Agreement, the Official Statement, the Continuing Disclosure Agreement, the Guarantor Documents and any and all documents, agreements or instruments executed by the Borrower in connection with the Loan evidenced by the Bond Loan Agreement.

“Borrower Obligations” means the obligations of the Borrower under the Bond Loan Agreement, the Note, and the other Borrower Documents to (a) pay the principal of, and interest on the Note, when and as the same shall become due and payable (whether at the stated maturity thereof, on any payment date or by acceleration of maturity or otherwise), (b) pay all other amounts required by the Bond Loan Agreement, the Note, and the other Borrower Documents to be paid by the Borrower to the Issuer and the Trustee, as and when the same shall become due and payable, and (c) timely perform, observe and comply with all of the terms, covenants, conditions, stipulations, and agreements, express or implied, which the Borrower is required by the Bond Loan Agreement, the Note, the Regulatory Agreement, and any of the other Borrower Documents, to perform or observe.

“Borrower Representative” means a person at the time designated and authorized to act on behalf of the Borrower by a written certificate furnished to the Issuer and the Trustee containing the specimen signature of such person and signed on behalf of the Borrower by one of its officers, which certificate may designate an alternate or alternates.

“Bridge Lender” means Truist Bank, a North Carolina banking corporation, its successors and assigns.

“Bridge Loan” means the loan made by the Bridge Lender to the Borrower in the original principal amount not to exceed \$2,900,170* a portion of the proceeds of which will fund the Capitalized Interest Deposit, if any, and the Collateral Payments under the Indenture.

“Business Day” or “business day” means a day, other than a Saturday or Sunday, on which (a) banks located in New York, New York, Fort Lauderdale, Florida or in the city in which the Trust Office of the Trustee, or the office of the Trustee is located, are not required or authorized by law or executive order to close for business, and (b) the New York Stock Exchange is not closed.

* Preliminary; subject to change.

“Capitalized Interest Account” means the account by that name created in the Bond Fund pursuant to the Indenture.

“Capitalized Interest Deposit” means the deposit of \$_____ to the Capitalized Interest Account on behalf of the Borrower, if any, from Preference Proof Moneys on or before the Closing Date, which is to be deposited as provided in the Indenture.

“Cash Flow Projection” means a cash flow projection prepared by an Independent firm of certified public accountants, a financial advisory firm, a law firm or other Independent third party qualified and experienced in the preparation of cash flow projections for structured finance transactions similar to the Bonds, designated by the Borrower and acceptable to the Rating Agency, establishing, to the satisfaction of the Rating Agency, the sufficiency of (a) the amount on deposit in the Project Fund, the Collateral Fund and the Bond Fund (including the Capitalized Interest Account therein), (b) projected investment income to accrue on amounts on deposit in the Project Fund, the Collateral Fund and the Bond Fund (including the Capitalized Interest Account therein) during the applicable period and (c) any additional Preference Proof Moneys delivered to the Trustee by or on behalf of the Borrower to pay principal of and interest on the Bonds when due and payable, including, but not limited to, any cash flow projection prepared in connection with (i) the initial issuance and delivery of the Bonds, (ii) a proposed optional redemption of the Bonds, as provided in the Indenture (iii) a proposed remarketing of the Bonds, as provided in the Indenture; (iv) the release of Preference Proof Moneys from the Bond Fund, as provided under the caption “APPENDIX B - DOCUMENT SUMMARIES - SUMMARY OF CERTAIN PROVISIONS OF THE INDENTURE - Funds and Accounts”; and (v) the purchase, sale or exchange of Permitted Investments as provided under the caption “APPENDIX B - DOCUMENT SUMMARIES - SUMMARY OF CERTAIN PROVISIONS OF THE INDENTURE - Investment of Funds and Accounts”.

“Closing Date” means the date of delivery of the Bonds in exchange for the purchase price thereof.

“Code” means the Internal Revenue Code of 1986, including applicable final, temporary and proposed regulations and revenue rulings applicable thereto, as amended from time to time.

“Collateral Fund” means the Collateral Fund created pursuant to the Indenture.

“Collateral Payments” means Preference Proof Moneys advanced to the Trustee for deposit into the Collateral Fund as a prerequisite to the advance of money from the Proceeds Account of the Project Fund.

“Completion Certificate” means a certificate submitted by the Borrower Representative to the Issuer and the Trustee as provided in, and meeting the requirements of, the Bond Loan Agreement.

“Completion Date” means the date upon which the Completion Certificate is delivered by the Borrower to the Issuer and the Trustee, which shall be no later than [_____] 1, 20__].*

* Preliminary; subject to change.

“Construction Contract” means that certain construction contract executed between the Contractor and the Borrower relating to the rehabilitation of the Development, as that contract may be amended from time to time.

“Construction Draw Date” means the date on which a disbursement from the Project Fund shall be made solely to pay acquisition, rehabilitation and equipping costs of the Development.

“Continuing Disclosure Agreement” means the Continuing Disclosure Agreement, dated as of November 1, 2025 between the Borrower and the Dissemination Agent.

“Contractor” means the entity identified as the general contractor under the Construction Contract.

“Costs of Issuance Fund” means the Costs of Issuance Fund created pursuant to the Indenture.

“Costs of Issuance” means all fees, costs and expenses incurred in connection with the issuance of the Bonds and the extension of the Loan, payable from the Costs of Issuance Fund.

“Costs of Issuance Deposit” means \$_____.

“Costs of the Development” with respect to the Development shall be deemed to include all items permitted to be financed under the provisions of the Code and the Act.

“County” means Seminole County, Florida.

“Credit Underwriting Report” means the Osceola County Housing Finance Authority Credit Underwriting Report dated [_____, 2025], prepared by Seltzer Management Group, Inc..

“Default” means any Default under the Bond Loan Agreement as specified in and defined therein.

“Development” means the multifamily rental housing development known as San Jose Apartments, which consists of 121 apartment units and related facilities located in Seminole County, Florida.

“Dissemination Agent” means The Bank of New York Mellon Trust Company, N.A., a national banking association organized and existing under the laws of the United States of America and its permitted successors and assigns as Dissemination Agent under the Continuing Disclosure Agreement.

“Dissemination Agent Fee” means a portion of the Trustee’s Fee payable to The Bank of New York Mellon Trust Company, N.A., in its capacity as Dissemination Agent pursuant to the Continuing Disclosure Agreement.

“Documents” means and shall include (without limitation), with respect to the Bonds, the Indenture, the Bond Documents, the Borrower Documents, the Guarantor Documents and any and

all other documents which the Issuer, the Borrower or any other party or parties or their representatives, have executed and delivered, or may execute and deliver after the date of the Indenture, to evidence or secure the Bonds and the Borrower's Obligations, or any part thereof, or in connection therewith, and any and all supplements thereto.

"Environmental Indemnity" means the Environmental Indemnity, dated as of November 1, 2025, by the Guarantors for the benefit of the Issuer and the Trustee.

"Event of Default" or "Default" means, when used in the Indenture, those events of default or defaults specified therein and, when used in the Bond Loan Agreement, those events of default or defaults specified therein.

"Expense Fund" means the fund by that name created and established pursuant to the Indenture.

"General Partner" means San Jose Preservation GP LLC, a Delaware limited liability company, and its permitted successors and assigns.

"GNMA" means the Government National Mortgage Association.

"Governmental Authority" means any federal, State or local governmental or quasi-governmental entity, including, without limitation, any agency, department, commission, board, bureau, administration, service, or other instrumentality of any governmental entity.

"Government Obligations" means non-callable, non-redeemable direct obligations issued by the United States of America including obligations issued or held in book entry form on the books of the Department of the Treasury of the United States of America, including, when available, time deposit SLGS, on which the full and timely payment of principal and interest is unconditionally guaranteed by the United States of America.

"Governmental Requirements" means all laws, ordinances, orders, rules or regulations of all Governmental Authorities applicable to the Development, the Issuer, the Borrower or any of the Borrower's assets or other properties, including without limitation, laws, ordinances, orders, rules and regulations relating to securities or other public disclosures, zoning, licenses, permits, subdivision, building, safety, health, and fire protection and all environmental laws.

"Guarantor" and "Guarantors" means, individually and collectively, the Borrower, the General Partner, Lincoln Avenue Capital LLC, San Jose Developer LLC, Jeremy Bronfman 2014 Revocable Trust, and Jeremy S. Bronfman a natural person, together with their respective permitted successors and assigns.

"Guarantor Documents" means, collectively, the Environmental Indemnity and the Guaranty of Recourse Obligations.

"Guaranty of Recourse Obligations" means the Absolute and Unconditional Guaranty of Recourse Obligations, dated as of November 1, 2025, from the Guarantors, jointly and severally, in favor of the Issuer and the Trustee.

“Hazardous Materials” means petroleum and petroleum products and compounds containing them, including gasoline, diesel fuel and oil; explosives; flammable materials; radioactive materials; polychlorinated biphenyls (“PCBS”) and compounds containing them; lead and lead based paint; asbestos or asbestos containing materials in any form that is or could become friable; underground or above ground storage tanks, whether empty or containing any substance; any substance the presence of which at the Development is prohibited by any federal, state or local authority; any substance that requires special handling under any Hazardous Materials Law; and any other material or substance now or in the future defined as a “hazardous substance,” “hazardous material,” “hazardous waste,” “toxic substance,” “toxic pollutant,” “contaminant,” or “pollutant” within the meaning of any Hazardous Materials Law, but does not include any such substance that is a customary and ordinary household, cleaning, office, swimming pool or landscape maintenance product used on the Development by the Borrower or any tenant or agent of the Borrower, or customary construction materials used during the course of rehabilitation and equipping of the Development by the Borrower or the Contractor, provided such use is in accordance with applicable hazardous material laws.

“Hazardous Materials Law” means all federal, state, and local laws, ordinances and regulations and standards, rules, policies and other governmental requirements, administrative rulings and court judgments and decrees in effect now or in the future and including all amendments, that relate to Hazardous Materials and apply to Borrower or to the Development. Hazardous Materials Laws include, but are not limited to, the Comprehensive Environmental Response, Compensation and Liability Act, 42 U.S.C. Section 9601, et seq., the Resource Conservation and Recovery Act, 42 U.S.C. Section 6901, et seq., the Toxic Substance Control Act, 15 U.S.C. Section 2601, et seq., the Clean Water Act, 33 U.S.C. Section 1251, et seq., and the Hazardous Materials Transportation Act, 49 U.S.C. Section 5101, and their state analogs, including laws of the State.

“Highest Rating Category” means, with respect to a Permitted Investment, that the Permitted Investment is rated by a Rating Agency in the highest rating given by that Rating Agency for that Rating Category, provided that such rating shall include but not be below Aaa or Aaa/VMIG-1 if rated by Moody’s or A-1+ or AA+ if rated by S&P.

“HUD” means the United States Department of Housing and Urban Development.

“HUD Regulatory Agreements” means, collectively, (i) the Original Lender Regulatory Agreement and (ii) the New Lender Regulatory Agreement.

“Indenture” means the Trust Indenture, dated as of November 1, 2025, between the Issuer and the Trustee, and any and all Supplements thereto, authorizing the issuance of the Bonds.

“Independent” means any person not an employee or officer of the Borrower or its affiliates.

“Interest Payment Date” means each [] 1* and [] 1,* beginning [] 1, 20[].*

* Preliminary; subject to change.

“Investor Limited Partner” means TCC San Jose LLC, a Georgia limited liability company, and its permitted successors and assigns in their capacity as the Investor Limited Partner of the Borrower.

“Issuer” means the Osceola County Housing Finance Authority, a public body corporate and politic of the State of Florida, duly organized and existing under the laws of the State of Florida, including the Act, or any successor to its rights and obligations under the Bond Loan Agreement and the Indenture.

“Issuer Documents” means the Bond Loan Agreement, the Indenture, the Regulatory Agreement, the Bond Purchase Agreement, the Arbitrage Certificate, the Arbitrage Rebate Agreement and any and all documents, agreements or instruments executed by the Issuer in connection with the Loan evidenced by the Bond Loan Agreement.

“Issuer Fee” means

(A) (i) the bond financing fee in the amount of \$[_____] * (0.1% of the par amount of Bonds plus a \$[15,000] origination fee), to be paid on or before the date of issuance of the Bonds, and (ii) in the event the Bonds are remarketed on the Mandatory Tender Date, an additional bond financing fee may be paid on or before the Mandatory Tender Date, subject to a pro rata reimbursement by the Issuer to the Borrower if and to the extent redemption occurs prior to the Maturity Date; provided, that such Issuer Fee does not include amounts due, if any, for extraordinary services and expenses of the Issuer; provided, further, that in the event all Bonds have matured, been defeased or been redeemed prior to the end of the Qualified Project Period (as defined in the Regulatory Agreement), Issuer Fee shall mean the Compliance Monitoring Fee (as defined in the Regulatory Agreement).

(B) the Ongoing Issuer Fee.

Notwithstanding the foregoing, without creating a default or an Event of Default under the Indenture, the Borrower or the Investor Limited Partner may contest in good faith the necessity for any extraordinary expense and the amount of any fee, charge, or expense.

“Issuer Indemnified Party” or “Issuer Indemnified Parties” means the Issuer, the past, present and future members of the Issuer, executives, employees and agents, individually and collectively.

“Issuer Servicer” means Seltzer Management Group, Inc., a Florida corporation, or any other servicer appointed by the Issuer to service the Loan on behalf of Issuer and to monitor the Development.

“Issuer Servicer Agreement” means the Construction Loan Servicing Agreement, dated as of November 1, 2025, by and among the Issuer, the Trustee, the Borrower and the Issuer Servicer.

* Preliminary; subject to change.

“Issuer Servicer Fee” means the fees and expenses of the Issuer Servicer as may be amended from time to time, and as provided in the Issuer Servicer Agreement.

“Lender” means Grandbridge Real Estate Capital LLC, a North Carolina limited liability company, and its successors and assigns.

“Lender Borrower Notes” means, collectively, the Original Lender Borrower Note and the New Lender Borrower Note.

“Lender Disbursement Agreement” means the Construction Loan Disbursement Agreement, dated as of November 1, 2025, among the Borrower, the Lender and the Bridge Lender relating to the New Lender Loan.

“Lender Funds” means funds advanced by the Lender for Collateral Payments, whether from its warehouse line of credit or proceeds from the sale of GNMA securities, or other funds of the Lender, in connection with advances of the New Lender Loan

“Lender Loans” means, respectively, the Original Lender Loan and the New Lender Loan.

“Lender Loan Documents” means the documents related to the Lender Loans, including the Lender Disbursement Agreement, the Lender Borrower Notes, the Lender Mortgages, the HUD Regulatory Agreements, the Original Lender Loan Documents, the New Lender Loan Documents and any and all other documents, agreements, or instruments which evidence or secure the indebtedness evidenced by the Lender Borrower Note.

“Lender Mortgages” means collectively, the Original Lender Mortgage and the New Lender Mortgage.

“Loan” means the loan in the aggregate principal amount of \$27,500,000* made by the Issuer to the Borrower evidenced by the Note, described in the Bond Loan Agreement and made in connection with the issuance of the Bonds.

“Loan Documents” shall mean the Bond Loan Agreement and the Note.

“Mandatory Tender Date” means, initially, [_____] 1, 20__],* and thereafter any subsequent mandatory tender date prior to the Maturity Date.

“Maturity Date” means [_____] 1, 20__].*

“Moody’s” means Moody’s Ratings, a Delaware corporation, its successors and assigns, and, if such corporation shall be dissolved or liquidated or shall no longer perform the functions of a securities rating agency, “Moody’s” shall be deemed to refer to any other nationally recognized securities rating agency designated by the Issuer with the approval of the Borrower.

* Preliminary; subject to change.

“New Lender Borrower Note” means the \$19,500,000* Supplemental Note (Multistate) dated as of November 1, 2025, from the Borrower to the Lender to evidence its indebtedness under the New Lender Loan and endorsed by HUD.

“New Lender Loan” the supplemental loan made by the Lender to the Borrower in the original principal amount not to exceed \$19,500,000* pursuant to the Lender Disbursement Agreement, as evidenced by the New Lender Borrower Note and secured by the New Lender Mortgage.

“New Lender Loan Documents” means the New Lender Mortgage, the New Lender Borrower Note and any and all other documents, agreements and instruments securing and evidencing the New Lender Loan in the original principal amount of \$[_____] *.

“New Lender Mortgage” means the second-lien priority Supplemental Multifamily Mortgage, Assignment of Leases and Rents and Security Agreement (Florida) dated as of November 1, 2025, from the Borrower for the benefit of the Lender to secure the repayment of the New Lender Borrower Note.

“New Lender Regulatory Agreement” means that Supplemental Regulatory Agreement between the Borrower and HUD dated as of November 1, 2025 in connection with the New Lender Loan, and to be recorded in the Records.

“Note” means the Promissory Note, dated the Closing Date, from the Borrower to the Issuer in substantially the form attached as an exhibit to the Bond Loan Agreement, and any amendments, supplements or modifications thereto, which Note has been assigned by the Issuer to the Trustee.

“Official Statement” means the Official Statement dated November __, 2025, relating to the Bonds.

“Optional Redemption Date” shall have the meaning set forth in the Indenture.

“Original Lender” means [SunTrust Bank now known as Truist Bank].

“Original Lender Loan” means the existing FHA 223(f) loan dated December 1, 2019, by the Original Lender in favor of the Seller, as assumed by the Borrower.

“Original Lender Documents” means the Original Lender Mortgage and the Original Lender Regulatory Agreement between the Borrower and HUD dated December 1, 2019 as assumed by Borrower, along with all other documents that evidence and/or secure the Original Lender Loan.

“Original Lender Mortgage” means the first-lien priority Multifamily Mortgage, Assignment of Leases and Rents and Security Agreement (Florida) dated as of December 1, 2019, from the Seller for the benefit of the Original Lender to secure the repayment of the Original Lender Note and recorded in the Official Records of Seminole County, Florida (the “Records”) on

* Preliminary; subject to change.

December 3, 2019 as Book 9490, Pages 1153-1199, as assigned from the Original Lender to the Lender by Assignment of Mortgage dated July 16, 2020 and recorded in the Records on December 7, 2020 as Book 9780, Pages 1342-1344, and as amended by Release, Assumption, and Modification Agreement among the Borrower, Seller, Lender and HUD dated as of November 1, 2025 and to be recorded in the Records.

“Original Lender Note” means that certain \$8,702,000 Note (Multistate) securing the existing FHA 223(f) loan dated December 1, 2019, as assumed by the Borrower.

“Original Lender Regulatory Agreement” means that Regulatory Agreement between the Borrower and HUD with respect to the Original Lender Loan, dated December 1, 2019 and recorded December 3, 2019 in the Records as Book 9490, Pages 1200-1236, as amended by the Release, Assumption, and Modification Agreement among the Borrower, Lender (as successor in interest to SunTrust Bank) and HUD dated as of November 1, 2025 and to be recorded in the Records.

“Outstanding,” “outstanding” or “Bonds Outstanding” when used with respect to the Bonds means any Bonds theretofore authenticated and delivered under the Indenture, except:

(a) Bonds theretofore canceled by the Trustee or theretofore delivered to the Trustee for cancellation;

(b) Bonds for the payment of which moneys or obligations shall have been theretofore deposited with the Trustee in accordance with the Indenture; or

(c) Bonds in exchange for or in lieu of which other Bonds have been authenticated and delivered under the Indenture.

“Partnership Agreement” means the Amended and Restated Agreement of Limited Partnership, dated _____, 2025, as may be amended and supplemented from time to time.

“Permitted Investments” means (i) Government Obligations, (ii) to the extent permitted in the Indenture, shares or units in any money market funds rated “Aaa-mf” by Moody’s (or the equivalent Highest Rating Category given by the Rating Agency for that Rating Category) that invest primarily in Government Obligations, which funds are registered with the Securities and Exchange Commission and which meet the requirements of Rule 2(a)(7) of the Investment Company Act of 1940, as amended (including any money market funds of the Trustee or its affiliates or for which the Trustee or an affiliate thereof serves as investment advisor or provides other services to such money market fund and receives reasonable compensation therefor), and (iii) Dreyfus Treasury Obligations Cash Management Fund as long as it is rated “Aaa-mf” by Moody’s (or the equivalent Highest Rating Category given by the Rating Agency for that Rating Category). Ratings of Permitted Investments shall be determined at the time of purchase of such Permitted Investments and without regard to ratings subcategories, and the Trustee shall have no responsibility to monitor the ratings of Permitted Investments after the initial purchase of such Permitted Investments.

“Person” shall include an individual, association, unincorporated organization, corporation, partnership, joint venture, or government or agency or political subdivision thereof.

“Plans and Specifications” means the plans and specifications and/or the scope of work for the Development, together with such amendments thereto as are made from time to time in accordance with the Bond Loan Agreement.

“Preference Proof Moneys” means (i) Lender Funds, (ii) moneys drawn on a letter of credit, (iii) proceeds of the Bonds, (iv) proceeds of the Bridge Loan deposited with the Trustee, (v) funds provided by the Underwriter or Remarketing Agent in excess of the offering or reoffering price of the Bonds, or (vi) moneys in connection with which the Trustee shall have been delivered an opinion of bankruptcy counsel acceptable to it to the effect that the use of such moneys would not be avoidable as a preference under Section 547 of the United States Bankruptcy Code or give rise to a stay under Section 362(a) of the United States Bankruptcy Code. “Preference Proof Moneys” shall also include investment earnings derived from any of the foregoing.

“Proceeds Certificate” means the Proceeds Certificate, dated the Closing Date, executed by the Borrower in connection with the issuance of the Bonds.

“Project Fund” means the Project Fund created pursuant to the Indenture.

“Qualified Project Costs” means costs paid with respect to the Development that (i) are properly chargeable to capital account (or would be so chargeable with a proper election by the Borrower or but for a proper election by the Borrower to deduct such costs) in accordance with general federal income tax principles and in accordance with United States Treasury Regulations Section 1.103-8(a)(1), (ii) are paid with respect to a qualified residential rental development or developments within the meaning of Section 142(d) of the Code, (iii) are paid after the earlier of 60 days prior to the date of a resolution of the Issuer to reimburse Costs of the Development with proceeds of Bonds or the date of issue of the Bonds, and (iv) if the Costs of the Development were previously paid and are to be reimbursed with proceeds of the Bonds such costs were (A) costs of issuance of the Bonds, (B) preliminary capital expenditures (within the meaning of United States Treasury Regulations Section 1.150-2(f)(2)) with respect to the Development (such as architectural, engineering and soil testing services) incurred before commencement of acquisition or rehabilitation of the Development that do not exceed twenty percent (20%) of the issue price of the Bonds (as defined in United States Treasury Regulations Section 1.148-1), or (C) were capital expenditures with respect to the Development that are reimbursed no later than eighteen (18) months after the later of the date the expenditure was paid or the date the Development is placed in service (but no later than three (3) years after the expenditure is paid); provided however, that if any portion of the Development is being constructed or developed by the Borrower or an Affiliate (whether as a developer, a general contractor or a subcontractor), “Qualified Project Costs” shall include only (a) the actual out-of-pocket costs incurred by the Borrower or such Affiliate in developing or constructing the Development (or any portion thereof), (b) any reasonable fees for supervisory services actually rendered by the Borrower or such Affiliate (but excluding any profit component) and (c) any overhead expenses incurred by the Borrower or such Affiliate which are directly attributable to the work performed on the Development, and shall not include, for example, intercompany profits resulting from members of an Affiliated group (within the meaning of Section 1504 of the Code) participating in the rehabilitation of the Development or payments received by such Affiliate due to early completion of the Development (or any portion thereof).

“Rating Agency” means Moody’s.

“Rating Category” means one of the rating categories of the Rating Agency for the specific type and duration of the applicable Permitted Investment.

“Rating Confirmation” means a letter of confirmation from the Rating Agency to the effect that the proposed action would not result in a withdrawal, suspension or downgrade of the rating then in effect on the Bonds.

“Rebate Analyst” means a certified public accountant, financial analyst or attorney, or any firm of the foregoing, or a financial institution (which may include the Trustee) experienced in making the arbitrage and rebate calculations required pursuant to Section 148 of the Code and selected by the Borrower and at the expense of the Borrower.

“Rebate Fund” means the Rebate Fund created pursuant to the Indenture.

“Rebate Requirement” means the amount, if any, which is to be paid to the United States of America pursuant to Section 148(f) of the Code and the Indenture or to reduce the yield on investments to the yield on the Bonds pursuant to Section 148 of the Code.

“Record Date” means the 15th day of the month preceding the date on which interest is due and payable.

“Records” means the Official Records of Seminole County, Florida.

“Regulatory Agreement” means the Land Use Restriction Agreement dated as of November 1, 2025 by and among the Issuer, the Trustee and the Borrower relating to the Bonds and the Subordinate Tax-Exempt Note and containing certain occupancy and income restrictions on the Development required by the Code, and any and all modifications thereof, amendments and Supplements thereto and substitutions therefor.

“Remarketing Agent” means initially RBC Capital Markets, LLC, and any successor Remarketing Agent that may be appointed by the Borrower.

“Remarketing Agreement” means the Remarketing Agreement, dated as of even date with the Indenture, between the Borrower and the Remarketing Agent.

“Remarketing Notice Parties” means the Borrower, the Issuer, the Trustee, the Remarketing Agent, the Investor Limited Partner and the Rating Agency.

“Remarketing Rate” means the interest rate or rates established pursuant to the Indenture and borne by the Bonds then Outstanding from and including the Mandatory Tender Date to the Maturity Date.

“Requisition” means (a) the request signed by the Borrower Representative and the Issuer Servicer to make a disbursement from the Project Fund on a Construction Draw Date in the manner provided pursuant to the Indenture or (b) the request signed by the Borrower Representative or the

Issuer to make a disbursement from the Costs of Issuance Fund in the manner provided pursuant to the Indenture.

“Resolutions” means the resolutions adopted by the Issuer on [_____] , 2025 duly authorizing and directing the issuance, sale and delivery of the Bonds.

“Responsible Officer” means, when used with respect to the Trustee, any vice president, assistant vice president, senior associate, associate or other officer of the Trustee within the Trust Office (or any successor corporate trust office) customarily performing functions similar to those performed by the persons who at the time shall be such officers, respectively, or to whom any corporate trust matter is referred at the Trust Office because of such person’s knowledge of and familiarity with the particular subject and having direct responsibility for the administration of the Indenture.

“Revenues” means, all payments paid or payable to the Trustee in accordance with the Bond Loan Agreement, the Loan and the Note and all investment earnings derived or to be derived on any moneys or investments held by the Trustee under the Indenture, but excluding (a) amounts paid as fees, reimbursement for expenses or for indemnification of any Issuer Indemnified Party and the Trustee, (b) amounts paid to or collected by the Issuer in connection with any Unassigned Rights of the Issuer and (c) any Rebate Requirement.

“Securities Depository” means the Depository Trust Company, its successors and assigns, or any other securities depository for the Bonds designated by the Issuer or the Borrower to the Trustee in writing.

“Seller” means San Jose Apartments LLC, a Florida limited liability company.

“Seller Loan Exchange Agreement” means that certain agreement among the Borrower, the Seller and the Issuer, dated November 1, 2025 relating the exchange of the Subordinate Tax-Exempt Note for a long-term subordinate taxable note in accordance with the conditions set forth therein.

“SLGS” means United States Treasuries – State and Local Government Series.

“S&P” means S&P Global Ratings, its successors and assigns, and, if such corporation shall be dissolved or liquidated or shall no longer perform the functions of a securities rating agency, “S&P” shall be deemed to refer to any other nationally recognized securities rating agency designated by the Issuer with the approval of the Borrower.

“State” means the State of Florida.

“Subordinate Lender” means Royal Abstract Intermediary LLC, as qualified intermediary under Exchange No. [55591] (“Qualified Intermediary”) for San Jose Apartments LLC, a Florida limited liability company, and any successor or assign (“Seller”).

“Subordinate Tax-Exempt Note” means the Issuer’s Subordinate Multifamily Housing Revenue Note, Series 2025 (San Jose Apartments).

“Subordinate Tax-Exempt Note Loan Documents” means the loan agreement and security document entered into in connection with the Subordinate Tax-Exempt Note.

“Supplement” or “Supplements” means any and all extensions, renewals, modifications, amendments, supplements and substitutions to the Indenture.

“Tax Certificates” means, collectively, the Arbitrage Certificate and the Proceeds Certificate.

“Term of Agreement” means the term of the Bond Loan Agreement as specified therein.

“Trust Estate” has the meaning given such term in the Granting Clauses of the Indenture.

“Trust Office” means the corporate trust office of the Trustee located at the address set forth in Article I of the Indenture or such other office designated by the Trustee from time to time, or such other offices as may be specified in writing to the Issuer by the Trustee.

“Trustee” means The Bank of New York Mellon Trust Company, N.A., a national banking association duly organized and existing under the laws of the United States of America, and authorized to exercise corporate trust powers in the State, having a corporate trust office in Jacksonville, Florida, and its successor or successors in the trust created by the Indenture.

“Trustee Indemnified Party” or “Trustee Indemnified Parties” means the Trustee, the past, present and future executives, employees and agents of the Trustee, individually and collectively, thereof.

“Trustee Fee” shall mean the Trustee’s initial acceptance fee of \$3,500 plus reasonable fees and expenses of its counsel in conjunction with the issuance of the Bonds and the ongoing compensation and expenses payable to the Trustee as follows:

(a) the annual administration fees of the Trustee, for the ordinary services of the Trustee rendered under the Trust Indenture during each twelve-month period shall be \$4,000), per annum, payable in \$2,000 semiannual installments in advance on the Closing Date, and each [] 1 and [] 1 thereafter (the “Trustee Annual Fee”);

(b) the reasonable fees and charges of the Trustee for necessary extraordinary services rendered by it and/or reimbursement for extraordinary expenses incurred by it under the Trust Indenture as and when the same become due, including reasonable fees and expenses of legal counsel and internal default administrators (including fees prior to litigation, at trial or for appellate proceedings); provided, however, that the Trustee shall not be required to undertake any such extraordinary services unless provision for payment of extraordinary expenses satisfactory to the Trustee shall have been made; and

(c) for purposes of the Bond Loan Agreement, indemnification of the Trustee by the Borrower.

“Unassigned Rights of the Issuer” and “Unassigned Rights” means the rights of the Issuer consisting of: (a) all rights which the Issuer Indemnified Parties may have under the Indenture, the

Bond Loan Agreement and other Documents to indemnification by the Borrower and by any other persons and to payments for expenses incurred by the Issuer itself, or its officers, directors, officials, agents or employees; (b) the right of the Issuer to give and receive notices, reports or other information, make determinations and grant approvals under the Indenture and under the Documents; (c) the right of the Issuer to give and withhold consents and approvals under the Indenture and under the Documents; (d) the right of the Issuer to give and receive its fees and expenses pursuant to the Bond Loan Agreement and the Regulatory Agreement; (e) all rights of the Issuer not otherwise assigned to the Trustee to enforce the representations, warranties, covenants and agreements of the Borrower pertaining in any manner or way, directly or indirectly to the requirements of the Act or any requirements imposed by the Issuer with respect to the Development, or necessary to assure that interest on the Bonds is excluded from gross income for federal income tax purposes, as are set forth in any of the Documents or in any other certificate or agreement executed by the Borrower; (f) all rights of the Issuer in connection with any amendment to or modification of the Documents; and (g) all enforcement remedies with respect to the foregoing.

“Underwriter” means RBC Capital Markets, LLC.

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APPENDIX B

DOCUMENT SUMMARIES

SUMMARY OF CERTAIN PROVISIONS OF THE INDENTURE

The Indenture contains terms and conditions relating to the issuance and sale of Bonds under it, including various covenants and security provisions, certain of which are summarized below. This summary does not purport to be comprehensive or definitive and is subject to all of the provisions of the Indenture to which reference is hereby made, a copy of which is on file with the Trustee. This summary uses various terms defined in the Indenture and such terms as used herein shall have the same meanings as so defined.

Funds and Accounts

The following trust funds are created by the Issuer under the Indenture to be held separately by the Trustee:

- (1) Bond Fund, and within the Bond Fund, a Capitalized Interest Account;
- (2) Project Fund, and within the Project Fund, a Proceeds Account, and an Equity Account;
- (3) Rebate Fund;
- (4) Expense Fund;
- (5) Collateral Fund; and
- (6) Costs of Issuance Fund.

Bond Fund. All Revenues received by the Trustee, except for funds deposited in the Bond Fund (including the Capitalized Interest Account therein) or the Collateral Fund on the Closing Date and any investment earnings thereon, shall be deposited, first, to the credit of the Expense Fund to the extent of any fees, costs, or expenses described under the caption “Expense Fund” below which are due and payable, and then to the Bond Fund. In accordance with the Indenture, for so long as the Bonds are outstanding under the Indenture, funds on deposit in the Proceeds Account of the Project Fund, the Collateral Fund or the Bond Fund (including the Capitalized Interest Account therein) shall not be deposited in the Expense Fund or otherwise used to pay fees, costs or expenses described under the caption “Expense Fund” below.

The funds on deposit in the Bond Fund shall be used by the Trustee to pay principal of and interest on the Bonds on each date a payment of principal or interest is due to be made, whether by maturity, scheduled Interest Payment Date or as a result of an early redemption of the Bonds.

In the event that amounts on deposit in the Bond Fund on any Interest Payment Date, the Optional Redemption Date, the Mandatory Tender Date, the Maturity Date or such other Bond payment date are insufficient to make the payment of principal of or interest on the Bonds when due, the Trustee shall transfer funds in the following order to the Bond Fund and use such funds, together with amounts then on deposit in the Bond Fund, to make such payments when due:

- (a) first, from amounts on deposit in the Capitalized Interest Account, if any;
- (b) second, from amounts on deposit in the Collateral Fund; and
- (c) third, from amounts on deposit in the Proceeds Account of the Project Fund.

So long as there are any Outstanding Bonds, payments due under the Note and the Bond Loan Agreement shall be deemed made by the Trustee's transfer of funds on each Interest Payment Date from the Capitalized Interest Account, if any, or from the Collateral Fund to the Bond Fund, in an amount necessary to pay the interest on and principal (if any) of the Bonds.

Following receipt by the Trustee of a Cash Flow Projection provided by or on behalf of the Borrower, the Trustee is hereby authorized and directed to take the actions and disburse from the Bond Fund the amount of Preference Proof Moneys set forth in such Cash Flow Projection to or at the written direction of the Borrower.

Project Fund. The proceeds received upon the issuance and sale of the Bonds shall be deposited in the Proceeds Account of the Project Fund. Disbursements from the Project Fund shall be made upon the receipt by the Trustee of the following and shall be used solely to pay Costs of the Development incurred in connection with the acquisition and rehabilitation of the Development: (1) a request or requests therefor executed by the Borrower and the Issuer Servicer, upon a Requisition in substantially the form attached to the Indenture, (2) in the case of amounts requisitioned from the Proceeds Account, certification by a Borrower Representative that such Costs of the Development are Qualified Project Costs, and (3) in the case of requisitions from the Proceeds Account, confirmation from the Trustee that, immediately after such requested disbursement from the Proceeds Account, the sum of the moneys on deposit in the Proceeds Account of the Project Fund, the Bond Fund (including the Capitalized Interest Account therein) and the Collateral Fund, including earnings on Permitted Investments therein, will be sufficient at all times to pay the principal of and interest on the Bonds as and when they become due to the Mandatory Tender Date. On each date on which principal of or interest on the Bonds is due, the Trustee shall transfer a sufficient amount of funds from the Collateral Fund for deposit to the Bond Fund to enable the Trustee to make such payments as and when due. Disbursements of original issue premium in the Proceeds Account of the Project Fund will also be subject to the prior deposit of Collateral Payments or other Preference Proof Moneys into the Collateral Fund. Upon satisfaction of the conditions precedent set forth in this paragraph, and notwithstanding anything in the Bond Documents to the contrary, once the Trustee deposits a Collateral Payment, the Trustee is irrevocably and unconditionally obligated to disburse an equal amount of moneys from the Proceeds Account of the Project Fund in accordance with approved Requisitions.

Rebate Fund. In accordance with the provisions set forth in the Indenture, the Trustee shall deposit into the Rebate Fund amounts paid by the Borrower pursuant to the Arbitrage Rebate

Agreement. Moneys held in the Rebate Fund are not held for the benefit of the Owners and are not part of the Trust Estate. The Borrower will designate the Rebate Analyst. As further provided in the Arbitrage Rebate Agreement, the Borrower shall be responsible for causing the rebate calculations to be calculated by the Rebate Analyst and paying the Rebate Requirement. Neither the Issuer nor the Trustee shall be obligated to pay any portion of the Rebate Requirement (except from funds on deposit in the Rebate Fund). In addition, neither the Issuer nor the Trustee shall have any responsibility with respect to the calculation of the Rebate Requirement.

Any moneys held as part of the Rebate Fund and not immediately required to be paid to the United States pursuant to the Arbitrage Rebate Agreement shall be invested or reinvested by the Trustee, at the written direction of the Borrower Representative, in Government Obligations or in any money market or short-term investment fund investing in or consisting primarily of and secured by Government Obligations, including any such fund maintained by the Trustee or an affiliate thereof, having maturities consonant with the need for moneys as estimated by the Borrower.

Expense Fund. The Trustee shall deposit amounts received from the Borrower for the purpose of paying Trustee's Fees, the Issuer Fee, the Issuer Servicer Fee and any other fees, costs or expenses required under the Bond Loan Agreement into the Expense Fund. The Trustee shall pay such amounts to the proper persons on the dates and in the amounts due. Amounts on deposit in the Expense Fund shall be withdrawn or maintained, as appropriate by the Trustee to pay (i) to the Trustee, the Trustee's Fee, (ii) to or at the direction of, the Issuer, the Issuer Fee and the Issuer Servicer Fee, (iii) upon receipt, to the Trustee, any amounts due to the Trustee which have not been paid, other than amounts paid in accordance with clause (ii) hereof, and (iv) upon receipt, to, or at the direction of, the Issuer, the Issuer Fee or the Issuer Servicer Fee due and unpaid, other than amounts paid in accordance with clause (ii) above. Any amounts remaining in the Expense Fund after payment in full of the principal of and interest on the Bonds, payment of any and all fees and expenses due in accordance with the Indenture and the Bond Loan Agreement, and payment of all other costs associated with the discharge of the Bonds (or provision for payment thereof having been made as provided under the caption "Discharge of Lien" below) shall, upon written instruction to the Trustee from the Borrower (with a copy to the Issuer), be paid to the Borrower upon the expiration or sooner termination of the term of the Bond Loan Agreement notwithstanding the survival of certain provisions thereof.

Collateral Fund. Upon the Trustee's receipt of (i) a disbursement request from the Borrower pursuant to the Indenture and the Bond Loan Agreement, and (ii) advice from the Lender or the Bridge Lender, as applicable, of the amount of the Collateral Payment which such party proposes to deliver to the Trustee for deposit into the Collateral Fund in exchange for the Trustee's disbursement to, or at the direction of, such party of the same amount of Bond proceeds from the Proceeds Account of the Project Fund, the Trustee shall confirm to such party that the Trustee is irrevocably prepared to disburse to or at the written direction of such party an amount of Bond proceeds equal to the amount of the applicable Collateral Payment upon receipt by the Trustee of such funds. Such confirmation is a condition precedent to the Lender and the Bridge Lender making any Collateral Payments. Together with amounts on deposit in the Proceeds Account of the Project Fund and the Bond Fund (including the Capitalized Interest Account therein), amounts on deposit in the Collateral Fund, including any investment earnings thereon, shall be sufficient at all times to pay the principal of and interest on the Bonds to the Mandatory Tender Date or, if the

Bonds remain Outstanding, the earlier of the next succeeding mandatory tender date or the Maturity Date, as applicable. On each date on which principal of or interest on the Bonds is due, the Trustee shall transfer a sufficient amount of funds from the Collateral Fund for deposit to the Bond Fund to enable the Trustee to make such payments as and when due.

Allocation and Reallocation of Permitted Investments Deposited to the Collateral Fund and the Project Fund. On the Closing Date and from time to time thereafter, the Trustee shall allocate ownership of the Permitted Investments acquired pursuant to the Indenture and deposited for the benefit of the Proceeds Account of the Project Fund and the Collateral Fund as follows: The Trustee shall allocate to the Collateral Fund a percentage of such Permitted Investments equal to the amount of the Collateral Payments presented to the Trustee for deposit to the Collateral Fund on the Closing Date divided by the aggregate Outstanding principal amount of the Bonds plus original issue premium and multiplied by 100 (the “Initial Collateral Fund Percentage”) and the remainder (i.e., 100% minus the Initial Collateral Fund Percentage, referred to as the “Initial Project Fund Percentage”) shall be allocated to the Proceeds Account of the Project Fund. On each subsequent month when an additional Collateral Payment is presented to the Trustee for deposit to the Collateral Fund (the “Subsequent Allocation Date”), the dollar amount of such Collateral Payment shall be added to all prior Collateral Payments so deposited, and the percentage of such Permitted Investments allocated to the Collateral Fund shall be adjusted to that percentage equal to the aggregate Collateral Payments through such date divided by the aggregate Outstanding principal amount of the Bonds plus original issue premium and multiplied by 100 (the “Collateral Fund Percentage”) and the remainder (i.e., 100% minus the Collateral Fund Percentage, referred to as the “Project Fund Percentage”) shall be allocated to the Proceeds Account of the Project Fund. On each Subsequent Allocation Date, the Trustee shall be deemed to have liquidated that portion of the Permitted Investments allocated to the Proceeds Account of the Project Fund and purchased equivalent Permitted Investments to be allocated to the Collateral Fund. In the event that the purchase price of the Permitted Investments is less than the Outstanding principal amount of the Bonds plus original issue premium, this paragraph shall be read by substituting the phrase “the purchase price of the Permitted Investments” in lieu of “the Outstanding principal amount of the Bonds” where such phrase appears.

Notwithstanding anything to the contrary in the Indenture or the Bond Documents, it is the purpose and intent of the Issuer that the proceeds of the Bonds be expended on Qualified Project Costs and that the proceeds of the New Lender Loan and the Bridge Loan be deposited in the Collateral Fund. The parties covenant and agree that the foregoing can be accomplished by either (i) tracing direct expenditures or (ii) adhering to the allocation and accounting rules set forth in Treasury Regulation 1.148-6 which allow for bond proceeds to be deemed expended for federal income tax purposes in the manner allocated by the Issuer notwithstanding the actual use of bond proceeds to the contrary. On the Closing Date, \$[_____] * of the Bond proceeds will be expended on (or allocated to) Qualified Project Costs including, without limitation, costs incurred for or in connection with the acquisition of the Development and reimbursement for certain eligible expenditures incurred by the Borrower in connection with the predevelopment of the Development, all as set forth in the requisition delivered by the Borrower on the Closing Date. The Trustee is authorized to use the Bonds for other Development purposes as expressly set forth in the Indenture provided, and on the condition, that the Bonds are ratably allocated to Qualified

* Preliminary; subject to change.

Project Costs within 18 months after the later of the date such expenditure is made or the date the Development is placed in service, but in all events by the date that is 60 days after the earlier of the fifth anniversary of the Closing Date or the redemption of the Bonds (or at such earlier times as may be required under Section 148 of the Code and the application regulations of the Treasury Department related thereto). The Issuer covenants with the Trustee to maintain accurate books and records sufficient to establish such a ratable method of accounting for the Bonds, all of which shall be subject to the inspection and use of the Borrower and of its partners and their respective attorneys upon demand during normal business hours.

Costs of Issuance Fund. On or before the Closing Date the Borrower shall deliver the Costs of Issuance Deposit to the Trustee. On the Closing Date, the Trustee shall deposit or transfer, as applicable, the Costs of Issuance Deposit into the Costs of Issuance Fund as designated in the closing memorandum prepared by the Underwriter and executed by the Borrower in connection with the issuance of the Bonds.

Except as otherwise described under this caption, the amounts deposited in the Costs of Issuance Fund shall be expended for Costs of Issuance and for no other purpose. On the Closing Date, the Trustee shall disburse amounts from the Costs of Issuance Fund as designated in the closing memorandum prepared by the Underwriter and executed by the Borrower in connection with the issuance of the Bonds. After the Closing Date, the Trustee shall disburse amounts from the Costs of Issuance Fund as designated in a Requisition in the form attached as an exhibit to the Indenture, executed by the Borrower (and approved by the Lender, if applicable), specifying in detail the amount which constitutes Costs of Issuance to be paid or reserved to be paid under this caption, and the respective firms or persons to whom such payments are to be made. The Trustee shall make the payments specified therein concurrently with or as soon as may be practicable after the delivery of such Requisition.

Any moneys remaining in the Costs of Issuance Fund twelve (12) months after the Closing Date and not needed to pay still unpaid Costs of Issuance will be returned to the Borrower upon the written instruction to the Trustee from the Borrower, in accordance with the provisions described under the caption "Payment of Excess Moneys" below. Upon final disbursement, the Trustee shall close the Costs of Issuance Fund.

Payment of Excess Moneys. Any amounts remaining in the Costs of Issuance Fund after the payment in full of all Costs of Issuance shall be paid to the Borrower in accordance with the provisions described under the caption "Costs of Issuance Fund" above, and any amounts remaining in the Collateral Fund or the Bond Fund (except for amounts then held by the Trustee in the Bond Fund for payment of principal of, or interest on, any of the Bonds) after payment in full of the principal of and interest on the Bonds, payment of any and all fees and expenses due in accordance with the Indenture and the Bond Loan Agreement, and payment of all other costs associated with the discharge of the Bonds (or provision for payment thereof having been made as provided under the caption "Discharge of Lien" below) shall, upon written instruction to the Trustee from the Borrower (with a copy to the Issuer), be paid to the Borrower upon the expiration or sooner termination of the term of the Bond Loan Agreement notwithstanding the survival of certain provisions thereof, subject to the provisions of the Indenture.

Investment of Funds and Accounts

Subject to the provisions described under the caption “Allocation and Reallocation of Permitted Investments Deposited to the Collateral Fund and the Project Fund” above, amounts on deposit in the Proceeds Account of the Project Fund, the Collateral Fund and the Bond Fund shall be invested at all times in Permitted Investments.

On the Closing Date, the Trustee is directed to purchase Permitted Investments with respect to the investment of certain amounts on deposit in the Proceeds Account of the Project Fund (except for amounts to be disbursed on the Closing Date in accordance with an approved Requisition), the Collateral Fund and the Bond Fund (including the Capitalized Interest Account therein), the principal and interest of which will be sufficient to pay principal and interest on the Bonds when due up to and on the Mandatory Tender Date. Such investment instructions to the Trustee shall be detailed in the closing memorandum prepared by the Underwriter and signed by the Borrower. All interest earned from the foregoing investments shall be deposited in the Bond Fund. In the event that any investments in the Proceeds Account of the Project Fund, the Bond Fund, or the Collateral Fund must be liquidated prior to the Mandatory Tender Date, such investments shall be liquidated under the Indenture.

Any Permitted Investments in the Collateral Fund, the Proceeds Account of the Project Fund, or Bond Fund maturing before the Mandatory Tender Date that are not used to redeem bonds shall be reinvested as directed in writing by the Borrower in Permitted Investments under clause (i), (ii) or (iii) of the definition of Permitted Investments and in the absence of such direction shall be invested as specified in clause (iii).

After the Mandatory Tender Date, if the Bonds remain outstanding, the Trustee shall purchase Permitted Investments at the written direction of the Borrower, the principal and interest of which, along with amounts on deposit in the Capitalized Interest Account, if any, will be sufficient to pay principal and interest on the earlier of the subsequently established Mandatory Tender Date or the Maturity Date.

Any investment under the Indenture shall comply with Section 148 of the Code. The Trustee may not sell any investment at a loss, unless being sold pursuant to a redemption, as required to restrict or limit the yield on the investment of any moneys under the Indenture or in connection with an acceleration as set forth under the caption “Events of Default and Acceleration” below.

The investments described in each of the above paragraphs shall be made by the Trustee pursuant to the direction provided by the Indenture and in accordance with the written direction of the Borrower to be provided on the Closing Date, which shall remain in effect until further written direction is provided by the Borrower. After the Closing Date, the Trustee shall purchase, sell or exchange Permitted Investments at the written direction of the Borrower pursuant to a Cash Flow Projection delivered to the Trustee by or on behalf of the Borrower with written confirmation that such Cash Flow Projection has been provided to the Rating Agency. In the absence of investment instructions from the Borrower, the Trustee shall invest the moneys held in the Proceeds Account of the Project Fund, Bond Fund or Collateral Fund in the money market fund described in clause (iii) of the definition of Permitted Investments.

Amounts, if any, on deposit in the Costs of Issuance Fund, until disbursed or returned to the Borrower pursuant to the Indenture, shall be invested in Permitted Investments at the written direction of the Borrower. The Expense Fund shall be invested in Permitted Investments at the written direction of the Borrower. In the absence of investment instructions from the Borrower, the Trustee shall not be responsible or liable for keeping the moneys held in the Costs of Issuance Fund or the Expense Fund under the Indenture fully invested in Permitted Investments. The Trustee may conclusively rely upon the Borrower's written instructions as to both the suitability and legality of the directed investments.

Investment of Rebate Fund

Any moneys held as part of the Rebate Fund, and not immediately required for the purposes of the Rebate Fund, shall be invested or reinvested by the Trustee, at the written direction of the Borrower Representative, in Government Obligations or in any money market or short-term investment fund investing in or consisting primarily of and secured by Government Obligations, including any such fund maintained by the Trustee or an affiliate thereof having maturities consistent with the need for funds as estimated by the Borrower. In the absence of investment instructions from the Borrower Representative, the Trustee shall not be responsible or liable for keeping the moneys held as part of the Rebate Fund fully invested in Government Obligations or in any money market or short-term investment fund investing in or consisting primarily of and secured by Government Obligations.

Discharge of Lien

If and when the Bonds secured by the Indenture shall become due and payable in accordance with their terms as provided in the Indenture, or otherwise, and the whole amount of the principal and the interest so due and payable upon all of the Bonds, together with all other amounts payable under the Indenture by the Issuer and all fees and expenses of the Trustee and the Issuer, shall be paid, or provision shall have been made for the payment of the same, then the right, title and interest of the Trustee in and to the Trust Estate and all covenants, agreements and other obligations of the Issuer to the Bondholders shall thereupon cease, terminate and become void and be discharged and satisfied. In such event, upon request of the Borrower, the Trustee shall turn over to the Borrower, so long as there shall have occurred no Event of Default which is uncured and continuing, any surplus in the Collateral Fund and all balances remaining in any other fund created under the Indenture and shall assign and transfer to the Borrower all other property then held by the Trustee under the Indenture and shall execute such documents as may be reasonably required by the Borrower.

If and when the Trustee shall hold sufficient moneys under the Indenture, as verified to the Trustee in writing by an Independent public accounting firm of national reputation or other firm similarly experienced in performing such computations, to provide for payment of the whole amount of the principal and interest due and payable and thereafter to become due and payable upon all the Bonds, together with all other amounts (exclusive of amounts in the Rebate Fund or the Expense Fund) payable or which may thereafter become payable under the Indenture by the Issuer, notwithstanding that all the Bonds have not yet become due and payable and that consequently the right, title and interest of the Trustee in and to the Trust Estate shall not have ceased, terminated and become void as described in the prior paragraph, the Trustee, on demand

of the Borrower, shall deposit with the Borrower, so long as there shall have occurred no Event of Default which is uncured and continuing, or to such person, body or authority as may be entitled to receive the same, any surplus in the Collateral Fund in excess of the amount sufficient to pay the whole amount of the principal and interest due and payable and thereafter to become due and payable upon all Bonds together with all other amounts payable or which may thereafter become payable under the Indenture by the Issuer or the Borrower.

All Outstanding Bonds shall, prior to the maturity thereof, be deemed to have been paid within the meaning and with the effect described above if (a) there shall have been deposited with the Trustee (as verified to the Trustee in writing by an Independent public accounting firm of national reputation or other firm similarly experienced in performing such computations) either (i) moneys in an amount which shall be sufficient, or (ii) Government Obligations which are not subject to redemption prior to maturity, the principal of and the interest on which when due will provide moneys which, together with the moneys, if any, deposited with the Trustee at the same time, shall be sufficient, to pay when due the principal and interest due and to become due on such Bonds on the Maturity Date or Mandatory Tender Date, as applicable, and (b) the Borrower shall have given the Trustee, in form satisfactory to it irrevocable instructions to give, as soon as practicable, a notice to the Holders of such Bonds and the Rating Agency that the deposit required by (a) above has been made with the Trustee and that such Bonds are deemed to have been paid in accordance with the provisions described under this caption and stating such maturity upon which moneys are to be available for the payment of the principal and interest on such Bonds.

Events of Default and Acceleration

The following events shall constitute an “Event of Default” under the Indenture:

(a) any interest on any Bond is not paid on the date on which the same becomes due;
or

(b) the principal of any Bond is not paid on the date on which the same becomes due, whether at the stated maturity thereof, by acceleration or otherwise; or

(c) an Event of Default occurs under the Bond Loan Agreement; or

(d) the Issuer fails to duly and promptly perform, comply with, or observe any covenant, condition, agreement or provision (other than as described in (a) or (b) above) contained in the Bonds or in the Indenture on the part of the Issuer to be performed, and such failure shall continue for a period of 90 days after written notice specifying such failure and requiring the same to be remedied shall have been given to the Issuer, the Borrower and the Investor Limited Partner by the Trustee, which notice may be given by the Trustee in its discretion and shall be given at the written request of the Holders of not less than 100% in principal amount of the Bonds then Outstanding; provided, however, that if such default be such that it is correctable but cannot be corrected within 90 days, it shall not be an Event of Default if the Issuer, the Borrower or the Investor Limited Partner is taking appropriate corrective action to cure such failure and if such failure will not impair the security for the Loan or the Bonds.

If any Loan payment required under the Bond Loan Agreement to avoid a default described in (a) or (b) above shall not have been received at the close of business on the last business day

preceding the day on which payment must be made to avoid a default under such (a) or (b), the Trustee shall use its best efforts to give telephonic notice of such default to the Borrower and the Investor Limited Partner of Borrower, which telephonic notice shall be confirmed by written notice to the Borrower and the Investor Limited Partner of Borrower. If any other default shall occur under the provisions described under this caption, the Trustee shall, within five days after having actual knowledge of such default, use its best efforts to give written notice of such default to the Issuer, the Borrower, the Investor Limited Partner, the Holders of the Bonds and the Rating Agency. A default or an Event of Default described in (a) through (d) above shall occur even though the Trustee fails to give the notice required by this paragraph, the giving of such notice being intended solely to aid in the enforcement of the rights of Bondholders and not in limitation of such rights.

If an Event of Default specified in (a) or (b) above shall occur and be continuing, the Trustee, may, and upon written request of the Holders of not less than 51% in aggregate principal amount of the Bonds then Outstanding shall, declare the principal of all Bonds then Outstanding to be immediately due and payable by notice in writing to that effect delivered to the Issuer, the Borrower, and the Rating Agency, and upon such declaration such principal, together with interest accrued thereon, shall become immediately due and payable at the place of payment provided in such notice, anything in the Indenture or in the Bonds to the contrary notwithstanding.

If an Event of Default specified in (c) or (d) above shall occur and be continuing, the Trustee, upon written request of the Holders of not less than 100% in aggregate principal amount of the Bonds then Outstanding, shall declare the principal of all Bonds then Outstanding to be immediately due and payable by notice in writing to that effect delivered to the Issuer, the Borrower and the Rating Agency, and upon such declaration such principal, together with interest accrued thereon, shall become immediately due and payable at the place of payment provided therein, anything in the Indenture or in the Bonds to the contrary notwithstanding.

The Investor Limited Partner shall be entitled (but not obligated) to cure any Event of Default under the Indenture within the time frame provided to the Borrower thereunder. The Issuer and the Trustee agree that a cure of any default or Event of Default made or tendered by the Investor Limited Partner shall be deemed to be a cure by the Borrower and shall be accepted or rejected on the same basis as if made or tendered by the Borrower.

Remedies

Upon the happening of any Event of Default, then and in every such case the Trustee in its discretion may, and upon the written request of the Holders of not less than 51% in principal amount of the Bonds then Outstanding and receipt of satisfactory indemnity, shall:

(a) by mandamus, or other suit, action or proceeding at law or in equity, enforce all rights of the Bondholders, and require the Issuer or the Borrower to carry out any agreements with or for the benefit of the Bondholders and to perform its or their duties under the Act and the Documents including, but not limited to, foreclosing upon the security interest in or otherwise using funds on deposit in the Collateral Fund;

(b) bring suit upon the Bonds; or

(c) by action or suit in equity enjoin any acts or things which may be unlawful or in violation of the rights of the Bondholders.

Notwithstanding anything contained in the Indenture to the contrary, upon the occurrence and continuance of an Event of Default, before taking any action which may subject the Trustee to liability under any environmental law, statute, regulation or similar requirement relating to the environment, the Trustee may require that a satisfactory indemnity bond, indemnity or environmental impairment insurance be furnished for the payment or reimbursement of all expenses to which it may be put and to protect it against all liability resulting from any claims, judgments, damages, losses, penalties, fines, liabilities (including strict liability) and expenses which may result from such action.

No Interference or Impairment of Lender Loans

Notwithstanding anything in the Indenture to the contrary, none of the Issuer, the Trustee nor any other person shall:

(a) initiate or take any action which may have the effect, directly or indirectly, of impairing the ability of the Borrower to timely pay the principal of, interest on, or other amounts due and payable under, the Lender Loans; or

(b) interfere with or attempt to interfere with or influence the exercise by the Lender of any of its rights under the Lender Loans, including, without limitation, the Lender remedial rights under the Lender Loans upon the occurrence of an event of default by the Borrower under the Lender Loans.

The foregoing prohibitions and limitations shall not be construed to affect the Unassigned Rights of the Issuer or to limit the rights of the Issuer to enforce its rights against the Borrower under the indemnification provisions of the Indenture so long as it does not violate HUD Program Obligations (as defined in the HUD Regulatory Agreements).

Notwithstanding anything in the Indenture to the contrary, any right of the Issuer or the Trustee to take any action at law or in equity to enforce the obligations, covenants and agreements of the Borrower under the Indenture which includes any claim for indemnification, damages or any other monetary obligation sought to be enforced shall be subject and subordinate in all respects to the repayment in full of all amounts due under the Lender Loan Documents.

No subsequent owner of the Development shall be liable or obligated for the breach or default of any obligation of any prior Borrower unless specifically assumed in writing by a subsequent Borrower, including, but not limited to, any payment or indemnification obligation. Such obligations shall be personal to the person who was the Borrower at the time the default or breach was alleged to have occurred and such person shall remain liable for any and all damages occasioned by the default or breach even after such person ceases to be the Borrower with regards to the Development.

Promptly upon determining that an Event of Default under the Indenture has occurred, the Issuer or the Trustee shall, by notice in writing to the Lender, inform the Lender that such Event of Default has occurred, the nature of such Event of Default and that such Event of Default has

been cured or has not been cured, but is curable within a reasonable period of time, or is incurable; notwithstanding the occurrence of such Event of Default, neither the Issuer nor the Trustee shall have, and each of them acknowledge that they shall not have, any right to cause or direct acceleration of the Lender Loans or to foreclose on the Lender Mortgages.

Amendments to Indenture and Bond Loan Agreement Not Requiring Consent of Bondholders

The Issuer and the Trustee may, from time to time and at any time, without the consent of Bondholders, enter into agreements supplemental to the Indenture and the Bond Loan Agreement as follows:

- (1) to specify and determine any matters and things relative to Bonds which shall not materially adversely affect the interest of the Bondholders;
- (2) to cure any formal defect, omission or ambiguity in the Indenture or the Bond Loan Agreement if such action does not materially adversely affect the rights of the Bondholders;
- (3) to grant to or confer upon the Trustee for the benefit of the Bondholders any additional rights, remedies, powers, authority or security which may lawfully be granted or conferred and which are not contrary to or inconsistent with the Indenture as theretofore in effect;
- (4) to add to the covenants and agreements of the Issuer in the Indenture or the Bond Loan Agreement other covenants and agreements to be observed by the Issuer which are not contrary to or inconsistent with the Indenture or the Bond Loan Agreement as theretofore in effect;
- (5) to add to the limitations and restrictions in the Indenture or the Bond Loan Agreement, other limitations and restrictions to be observed by the Issuer which are not contrary to or inconsistent with the Indenture or the Bond Loan Agreement as theretofore in effect;
- (6) to confirm, as further assurance, any pledge under and the subjection to any claim, lien or pledge created, or to be created by, the Indenture, of the Revenues or of any other moneys, securities or funds; or
- (7) to modify, amend or supplement the Indenture or the Bond Loan Agreement in any respect which, in the judgment of the Trustee, is not materially adverse to the interests of the owners of the Bonds.

Before the Issuer shall enter into any agreement supplemental to the Indenture pursuant to the provisions described under this caption, there shall have been filed with the Trustee an opinion of Bond Counsel stating that such supplemental indenture is authorized or permitted by the Indenture and complies with its terms, and that upon adoption it will be valid and binding upon the Issuer in accordance with its terms. The opinion of Bond Counsel filed with the Trustee shall also state that the effectiveness of the supplemental indenture will not adversely affect the exclusion of interest on the Bonds from gross income for federal income tax purposes.

The Trustee shall send written notice to the Rating Agency, the Remarketing Agent and the Borrower of any amendment to the Indenture or the Bond Loan Agreement.

Amendments to Indenture Requiring Consent of Bondholders

Subject to the terms and provisions of the Indenture and not otherwise, the Holders of not less than 66 2/3% in aggregate principal amount of the Bonds then outstanding shall have the right, from time to time, to consent to and approve the execution and delivery by the Issuer and the Trustee of any agreement supplemental to the Indenture as shall be deemed necessary or desirable by the Issuer and the Trustee for the purposes of modifying, altering, amending, adding to or rescinding any of the terms or provisions contained in the Indenture; provided, however, that, unless approved in writing by the Holders of all of the Bonds then Outstanding, nothing in the Indenture contained shall permit, or be construed as permitting, (i) a change in the terms of maturity of the principal of or the interest on any Outstanding Bond, or a reduction in the principal amount of any Outstanding Bond or the rate of interest thereon, or (ii) the creation of a claim or lien upon, or a pledge or assignment of, the Trust Estate ranking prior to or on a parity with the claim, lien, assignment or pledge created by the Indenture, or the release of the Trust Estate or any part thereof (except to the extent permitted pursuant to the Documents), or (iii) a preference or priority of any Bond or Bonds over any other Bond or Bonds, or (iv) a reduction in the aggregate principal amount of the Bonds required for any action or consent by Bondholders set forth in the Indenture, including (without limitation) that required for consent to such supplemental indentures. The provisions of the Indenture shall not limit or otherwise affect the ability of the Issuer to enter into agreements supplemental to the Indenture without the consent of the Bondholders pursuant to the provisions described under the caption “Amendments to Indenture and Bond Loan Agreement Not Requiring Consent of Bondholders” above.

The Trustee shall send written notice to the Rating Agency of any amendment to the Indenture, the Bond Loan Agreement, the Note, or the Bonds.

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SUMMARY OF CERTAIN PROVISIONS OF THE BOND LOAN AGREEMENT

The Bond Loan Agreement contains terms and conditions relating to the issuance and sale of the Bonds certain of which are summarized below. This summary does not purport to be comprehensive or definitive and is subject to all of the provisions of the Bond Loan Agreement to which reference is hereby made, copies of which are on file with the Trustee. This summary uses various terms defined in the Bond Loan Agreement and such terms as used herein shall have the same meanings as so defined.

Loan of Proceeds

The Issuer agrees, upon the terms and conditions contained in the Bond Loan Agreement and the Indenture, to lend to the Borrower the proceeds received by the Issuer from the sale of the Bonds. Such proceeds shall, in accordance with the terms of the Indenture, be disbursed to or on behalf of the Borrower from the Proceeds Account of the Project Fund to pay Costs of the Development in the manner consistent with the Tax Certificates. The Trustee shall make disbursements from the Project Fund as provided in the Indenture, and pursuant to the closing memorandum or upon receipt of a Requisition in substantially the form attached to the Indenture. The Borrower agrees that the moneys transferred by the Trustee from the Proceeds Account of the Project Fund shall only be disbursed for Qualified Project Costs as permitted by the Tax Certificates.

Borrower Required to Pay in Event Project Fund Insufficient

In the event the moneys in the Project Fund available for payment of the Costs of the Development are not sufficient to pay the Costs of the Development in full, the Borrower agrees to complete the Development and to pay that portion of the Costs of the Development in excess of the moneys available therefor in the Project Fund. The Issuer does not make any warranty, either express or implied, that the moneys paid into the Project Fund and available for payment of the Costs of the Development will be sufficient to pay all of the Costs of the Development. The Borrower agrees that if after exhaustion of the moneys in the Project Fund, the Borrower should pay any portion of the Costs of the Development pursuant to the provisions described under this caption, the Borrower shall not be entitled to any reimbursement therefor from the Issuer, the Trustee or the Holders of any of the Bonds, nor shall the Borrower be entitled to any diminution of the amounts payable under the Bond Loan Agreement. Notwithstanding the foregoing, the terms, conditions and covenants described under this caption do not in any way affect the ability of the Issuer to pursue its rights and remedies under the Guarantor Documents.

Amounts Payable

On or prior to the Closing Date, the Borrower shall deliver or cause to be delivered the Capitalized Interest Deposit, if any, to the Trustee for deposit to the Capitalized Interest Account.

The Borrower has covenanted and agreed to repay the Loan on or before any date that any payment of interest or principal is required to be made in respect of the Bonds pursuant to the Indenture, until the principal of and interest on the Bonds shall have been fully paid or provision for the payment thereof shall have been made in accordance with the Indenture, in immediately available funds, a sum which, together with any other moneys available for such payment in the

Capitalized Interest Account, if any, and the Collateral Fund, will enable the Trustee to pay the amount payable on such date as principal of (whether at maturity or acceleration or otherwise) and interest on the Bonds as provided in the Indenture. Deposits into the Bond Fund for payments by the Trustee of principal and interest on the Bonds from amounts in the Capitalized Interest Account, if any, or the Collateral Fund shall be credited against the Borrower's obligation to pay principal and interest on the Loan.

It is understood and agreed that all payments of principal and interest payable by the Borrower as described under this caption will be assigned by the Issuer in accordance with the terms of the Indenture to the Trustee for the benefit of the Holders of the Bonds (excluding amounts on deposit in the Rebate Fund). The Borrower consents to such assignment.

In the event the Borrower should fail to make any of the payments described under this caption, the item or installment so in default shall continue as an obligation of the Borrower until the amount in default shall have been fully paid, and the Borrower agrees to pay the same with interest thereon, to the extent permitted by law, from the date when such payment was due, at the rate of interest borne by the Bonds.

New Lender Loan and Bridge Loan to Borrower

To provide and secure funds for the repayment of the Loan, and to provide for the delivery of Collateral Payments, the Borrower shall concurrently with the execution and delivery of the Bond Loan Agreement obtain the New Lender Loan from the Lender and the Bridge Loan from the Bridge Lender. The Borrower will promptly take all necessary actions on its part to close the New Lender Loan and the Bridge Loan and to satisfy all other terms and conditions and requirements with respect thereto.

The Lender and the Bridge Lender, as applicable, will advance funds in an aggregate amount not to exceed \$[_____] * to comprise Collateral Payments to the Trustee for deposit into the Collateral Fund conditioned upon the Trustee unconditionally and irrevocably disbursing an equal amount of Bond proceeds from the Proceeds Account of the Project Fund. Upon receipt by the Trustee of a Collateral Payment, the Trustee shall be unconditionally and irrevocably obligated to concurrently disburse an equal amount from the Proceeds Account of the Project Fund to or at the written direction of the Lender or the Bridge Lender, if applicable; provided however, if the Trustee is unable to concurrently disburse funds from the Proceeds Account of the Project Fund, it must immediately wire back to the Lender or Bridge Lender, as applicable, such Collateral Payment.

Defaults Defined

The following shall be "Defaults" under the Bond Loan Agreement and the term "Default" shall mean, whenever it is used in the Bond Loan Agreement, any one or more of the following events:

* Preliminary; subject to change.

(a) failure by the Borrower to pay any amount required to be paid under the Bond Loan Agreement; or

(b) failure by the Borrower to observe and perform any covenant, condition or agreement on its part to be observed or performed in the Bond Loan Agreement, other than as referred to in subparagraph (a) above or failure by the Borrower to observe and perform any covenant, condition or agreement on its part to be observed or performed in the Tax Certificates, for a period of 60 days after written notice, specifying such failure and requesting that it be remedied, will have been given to the Borrower by the Issuer or the Trustee; provided, with respect to any such failure described in this subparagraph (b), no event of default will be deemed to have occurred so long as a course of action adequate to remedy such failure will have been commenced within such 60 day period and will thereafter be diligently prosecuted to completion and the failure will be remedied thereby; or

(c) the dissolution or liquidation of the Borrower, or the voluntary initiation by the Borrower of any proceeding under any federal or state law relating to bankruptcy, insolvency, arrangement, reorganization, readjustment of debt or any other form of debtor relief, or the initiation against the Borrower of any such proceeding which shall remain undismissed for ninety (90) days, or failure by the Borrower to promptly have discharged any execution, garnishment or attachment of such consequence as would impair the ability of the Borrower to carry on its operations at the Development, or assignment by the Borrower for the benefit of creditors, or the entry by the Borrower into an agreement of composition with its creditors or the failure generally by the Borrower to pay its debts as they become due; or

(d) the occurrence and continuance of an Event of Default under the Indenture.

The provisions of subparagraph (b) above are subject to the following limitation: if by reason of force majeure it is impossible for the Borrower in whole or in part, despite its best efforts, to carry out any of its agreements contained in the Bond Loan Agreement, the Borrower shall not be deemed in Default during the continuance of such inability. Such force majeure event does not affect any obligations of the Borrower other than the timing of performance of such obligations. The term “force majeure” as used herein shall mean, without limitation, the following: acts of God; acts of public enemies; orders or restraints of any kind of the government of the United States of America or of the State or of any of their departments, agencies or officials, or of any civil or military authority; insurrections; riots; terrorism; landslides; earthquakes; fires; storms; droughts; floods; hurricanes; or explosions; not reasonably within the control of the Borrower. The Borrower agrees, however, to use its best efforts to remedy with all reasonable dispatch the cause or causes preventing the Borrower from carrying out its agreement.

Remedies on Default

A copy of any notice of default provided to Borrower under any of the Borrower Documents shall also be provided to the Investor Limited Partner and the Lender. Whenever any Default as described under the caption “Defaults Defined” above shall have happened and be continuing beyond the expiration of any applicable cure period, the Trustee, or the Issuer (in the event the Trustee fails to act), may take whatever action at law or in equity may appear necessary or desirable to collect the amounts then due and thereafter to become due, or to enforce

performance and observance of any obligation, agreement or covenant of the Borrower under the Bond Loan Agreement, the Note, the Regulatory Agreement or any other Document in the event of default thereunder. Any amounts collected pursuant to action taken under this caption shall be paid into the Collateral Fund.

No Remedy Exclusive

Subject to the provisions described in “APPENDIX B - DOCUMENT SUMMARIES - SUMMARY OF CERTAIN PROVISIONS OF THE INDENTURE - Events of Default and Acceleration,” no remedy in the Bond Loan Agreement conferred upon or reserved to the Issuer or the Trustee is intended to be exclusive of any other available remedy or remedies, but each and every such remedy shall be cumulative and shall be in addition to every other remedy given under the Bond Loan Agreement or now or hereafter existing at law or in equity. No delay or omission to exercise any right or power accruing upon any Default shall impair any such right or power nor shall it be construed to be a waiver thereof, but any such right or power may be exercised from time to time and as often as may be deemed expedient. In order to entitle the Issuer or the Trustee to exercise any remedy reserved to it in the Bond Loan Agreement, it shall not be necessary to give any notice, other than such notice as may be required in the Bond Loan Agreement. Such rights and remedies as are given to the Issuer under the Bond Loan Agreement shall also extend to the Trustee, and the Trustee and the Holders of the Bonds, subject to the provisions of the Indenture, including, but not limited to the Unassigned Rights of the Issuer, shall be entitled to the benefit of all covenants and agreements contained in the Bond Loan Agreement.

No Additional Waiver Implied by One Waiver

In the event any agreement contained in the Bond Loan Agreement should be breached by either party and thereafter waived by the other party, such waiver shall be limited to the particular breach so waived and shall not be deemed to waive any other breach under the Bond Loan Agreement.

Right to Cure

Notwithstanding anything to the contrary in the Bond Loan Agreement or otherwise in the Borrower Documents, if the Borrower shall, for whatever reason, at any time fail to pay any amount or perform any act which it is obligated to pay or perform under any of the Borrower Documents and, as a result, a default or event of default occurs or may occur thereunder, the Investor Limited Partner shall have the right to perform such act or pay such amount on behalf of the Borrower and thereby cure or prevent such default or event of default, provided such default or event of default is cured within any applicable cure period or grace period provided to the Borrower in the Bond Loan Agreement or otherwise in the Borrower Documents. Any cure of any event of default by the Investor Limited Partner under the Borrower Documents shall be deemed a cure by Borrower thereunder.

No Interference or Impairment of Lender Loans

Notwithstanding anything in the Bond Loan Agreement to the contrary, none of the Issuer, the Trustee nor any other person shall:

(a) initiate or take any action which may have the effect, directly or indirectly, of impairing the ability of the Borrower to timely pay the principal of, interest on, or other amounts due and payable under, the Lender Loans; or

(b) interfere with or attempt to interfere with or influence the exercise by the Lender of any of its rights under the Lender Loans, including, without limitation, the Lender remedial rights under the Lender Loans upon the occurrence of an event of default by the Borrower under the Lender Loans.

The foregoing prohibitions and limitations shall not be construed to affect the Unassigned Rights of the Issuer or to limit the rights of the Issuer to enforce its rights against the Borrower under the indemnification provisions of the Bond Loan Agreement so long as it does not cause the Borrower to file a petition seeking reorganization, arrangement, adjustment or composition of or in respect of the Borrower under any applicable liquidation, insolvency, bankruptcy, rehabilitation, composition, reorganization, conservation or other similar law in effect now or in the future.

Notwithstanding anything in the Bond Loan Agreement to the contrary, any right of the Issuer or the Trustee to take any action at law or in equity to enforce the obligations, covenants and agreements of the Borrower under the Bond Loan Agreement which includes any claim for indemnification, damages or any other monetary obligation sought to be enforced shall be subject and subordinate in all respects to the repayment in full of all amounts due under the Lender Loan Documents.

No subsequent owner of the Development shall be liable or obligated for the breach or default of any obligation of any prior Borrower unless specifically assumed in writing by a subsequent Borrower, including, but not limited to, any payment or indemnification obligation. Such obligations shall be personal to the person who was the Borrower at the time the default or breach was alleged to have occurred and such person shall remain liable for any and all damages occasioned by the default or breach even after such person ceases to be the Borrower with regards the Development.

Promptly upon determining that an Event of Default under the Bond Loan Agreement has occurred, the Issuer or the Trustee shall, by notice in writing to the Lender, inform the Lender that such Event of Default has occurred, the nature of such Event of Default and that such Event of Default has been cured or has not been cured, but is curable within a reasonable period of time, or is incurable; notwithstanding the occurrence of such Event of Default, neither the Issuer nor the Trustee shall have, and each of them acknowledge that they shall not have, any right to cause or direct acceleration of the Lender Loans or to foreclose on the Lender Mortgages.

No Pecuniary Liability of the Issuer

All obligations of the Issuer incurred under any of the Bond Documents shall be limited obligations of the Issuer, payable solely and only from the Trust Estate. The Bonds shall be payable solely from the Revenues and other funds pledged under the Indenture for the payment of the Bonds, and no owner or owners of any of the Bonds shall ever have the right to compel any exercise of the taxing power of the State or any political subdivision or other public body of the State, nor to enforce the payment of the Bonds against any development of the Issuer, the State or

any such political subdivision or other public body, except as provided in the Indenture. No member, officer, agent, director, employee, or attorney of the Issuer, including any person executing the Bond Loan Agreement or the Indenture on behalf of the Issuer, shall be liable personally under the Bond Loan Agreement or the Indenture for any reason relating to the issuance of the Bonds. No recourse shall be had for the payment of the principal of, premium, if any, or the interest on the Bonds, or for any claim based on the Bonds, or otherwise in respect of the Bonds, or based in or in respect of the Bond Loan Agreement or any amendment to the Bond Loan Agreement, against any member, officer, agent, director, employee or attorney of the Issuer, as such, of the Issuer or any successor whether by virtue of any constitution, statute or rule of law, or by enforcement of any assessment or penalty or otherwise; all such liability is, by acceptance of the Bond Loan Agreement and as part of the consideration for the issuance of Bonds, expressly waived and released. The Issuer has no taxing power.

Amendments, Changes and Modifications

Subsequent to the issuance of the Bonds and prior to their payment in full (or provision for the payment thereof having been made in accordance with the provisions of the Indenture), and except as otherwise expressly provided in the Bond Loan Agreement, the Bond Loan Agreement may not be effectively amended, changed, modified, altered or terminated without the written consent of the Trustee, in accordance with the provisions of the Indenture. See “APPENDIX B - DOCUMENT SUMMARIES –SUMMARY OF CERTAIN PROVISIONS OF THE INDENTURE - Amendments to Indenture and Bond Loan Agreement Not Requiring Consent of Bondholders” and “Amendments to Indenture Requiring Consent of Bondholders” as provided herein.

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SUMMARY OF CERTAIN PROVISIONS OF THE REGULATORY AGREEMENT

The Regulatory Agreement contains terms and conditions relating to the issuance and sale of Bonds under it, including various covenants and security provisions, certain of which are summarized below. This summary does not purport to be comprehensive or definitive and is subject to all of the provisions of the Regulatory Agreement which reference is hereby made, a copy of which is on file with the Trustee. This summary uses various terms defined in the Regulatory Agreement and such terms as used herein shall have the same meanings as so defined.

The Borrower will execute the Regulatory Agreement with respect to the Development. The Regulatory Agreement contains representations and covenants of the Borrower concerning the acquisition, construction and equipping of the Development and the tax-exempt status of the Bonds that must be complied with continuously subsequent to the date of issuance of the Bonds in order that interest on the Bonds be excluded from gross income for federal income tax purposes.

As used herein:

“Act” shall mean the Florida Housing Finance Authority Law, Sections 159.601 et seq., Florida Statutes, as amended and Ordinance No. 81-4, enacted on September 28, 1981 and effective November 3, 1981, and other applicable provisions of law.

“Area Median Gross Income” shall mean the median gross income for the area in which the Project is located as determined under Section 8 of the United States Housing Act of 1937 (or, if such program is terminated, under such program as in effect immediately before such termination) and the multifamily tax subsidy income limits as published annually by the United States Department of Housing and Urban Development (“HUD”).

“Available Units” means residential units in a residential rental project that are actually occupied and residential units in the project that are unoccupied and have been leased at least once after becoming available for occupancy.

“Certificate of Continuing Program Compliance” means the certificate, substantially in the form attached to the Regulatory Agreement, as such form may be revised by the Issuer from time to time, required to be delivered by the Borrower to the Issuer pursuant to the Regulatory Agreement.

“Closing Date” shall mean the date the Debt Securities are delivered to the initial purchaser or purchasers thereof against payment therefor.

“Code” means the Internal Revenue Code of 1986, as amended, and with respect to a specific section thereof such reference shall be deemed to include (a) the applicable Regulations promulgated or proposed under such section or any previous corresponding section, (b) any successor provision of similar import hereafter enacted, (c) any corresponding provision of any subsequent Internal Revenue Code and (d) the applicable regulations promulgated or proposed under the provisions described in (b) and (c).

“Completion Date” shall mean (i) the construction of the Project has been substantially completed and all units are available for occupancy and the Project has been placed in service for

purposes of Section 42 of the Code, and (ii) there are no liens on the Project (other than Permitted Encumbrances) as evidenced by a certificate of completion from the Borrower.

“Compliance Monitoring Fee” shall mean the fees and expenses to be paid to the Trustee for payment to the Compliance Monitoring Agent pursuant to the Compliance Monitoring Agreement.

“County” means Osceola County, Florida.

“Debt Securities” means, collectively, the Bonds and the Subordinate Note, as such terms are defined in the Regulatory Agreement.

“Loan Agreement” shall mean the Loan Agreement dated as of November 1, 2025, by and between the Issuer and the Borrower,

“Income Certification” shall mean a Tenant Income Certification substantially in the form of an exhibit attached to the Regulatory Agreement, as such form may be revised by the Issuer from time to time and in any event containing the information as may be required by applicable written rules, rulings, policies, procedures, regulations or other official statements now or hereafter promulgated, proposed or made by the Department of the Treasury or the Internal Revenue Service with respect to obligations issued under Section 142(d) of the Code.

“Land” means the real property described in an exhibit to the Regulatory Agreement.

“Loan” shall mean the loan made to the Borrower pursuant to the Loan Agreement to finance the acquisition, construction and equipping of the Project.

“Low-Income Tenants” means individuals or families whose incomes do not exceed 60% of the area median gross income, adjusted for family size, as determined by Section 142(d) of the Code, for the County. Except as otherwise provided herein, occupants of a dwelling unit shall not be considered to be of low-income if all the occupants are students (as defined in Section 152(f)(2) of the Code), no one of whom is entitled to file a joint federal income tax return. Notwithstanding the foregoing, a dwelling unit shall not fail to be treated as a dwelling unit that is occupied by Low-Income Tenants merely because such dwelling unit is occupied (a) by an individual who is (i) a student and receiving assistance under Title IV of the Social Security Act, (ii) a student who was previously under the care and placement responsibility of a foster care program (under Part B or Part E of the Title IV of the Social Security Act), or (iii) a student enrolled in a government supported job training program, or (b) entirely by full-time students if such students are (i) single parents and their children and such parents are not dependents of any person other than the full-time student occupying the unit, or (ii) married and file a joint return. Except as provided in the Regulatory Agreement, in no event shall occupants of a dwelling unit be considered to be of low-income if, upon any recertification, such tenant’s gross income exceeds 140% of the applicable income limit for a Low-Income Tenant of the same family size. In such case, such tenant shall cease to qualify as a Low-Income Tenant. Notwithstanding the foregoing, so long as the next vacant unit of comparable or smaller size is rented to a Low-Income Tenant, the fact that such tenant’s gross income exceeds 140% of the applicable income limit shall not place the Project in non-compliance. Said income requirements shall be adjusted for family size in accordance with income limits published, from time to time, by HUD. The method of determining low-income in

effect at the date of execution and delivery of the Debt Securities shall be determinative, even if such method is subsequently changed.

“Net Proceeds of the Debt Securities” shall mean the total face amount of the Debt Securities, plus original issue premium, if any, and less original issue discount, if any, and less the amount of original Bond and Subordinate Note proceeds, if any, deposited in a qualified reserve account.

“Official Intent” shall mean the date of a declaration of “official intent” to reimburse costs paid with respect to the Project (within the meaning of §1.150-2 of the United States Treasury Regulations), which with respect to the determination of Qualified Project Costs for the Project, shall be September 17, 2024, for an amount up to \$[27,500,000].*

“Outstanding” shall mean, with respect to the Bonds, those Bonds that are Outstanding under the Indenture and, with respect to the Subordinate Note, those Subordinate Notes that are Outstanding under the Subordinate Note Registrar Agreement.

“Project” shall mean the Land and the buildings, structures, facilities and equipment now or hereafter comprising the 121-unit multifamily residential rental housing project located thereon, which Project is to be financed with the proceeds of the Loan.

“Qualified Bond Counsel” shall mean Greenberg Traurig, P.A., or an attorney or firm of attorneys that is appointed by the Issuer and is of nationally recognized standing with respect to the issuance of bonds by states and their political subdivisions.

“Qualified Project Costs” means all Project Costs paid with respect to the Project that (i) are properly chargeable to a capital account (or would be so chargeable with a proper election by the Borrower or but for a proper election by the Borrower to deduct such costs) in accordance with general federal income tax principles and in accordance with United States Treasury Regulations Section 1.103-8(a)(1) and (ii) are paid with respect to a qualified residential rental project or projects within the meaning of Section 142(d) of the Code.

“Qualified Project Period” shall mean the period commencing on the first day on which at least ten percent (10%) of the residential units in the Project are first occupied (as certified in writing by the Borrower to the Issuer) or, if later, the date on which the Debt Securities are issued and ending on the latest of the following: (i) the date that is fifteen (15) years after the date on which at least fifty percent (50%) of the residential units in the Project are first occupied (as certified in writing by the Borrower to the Issuer); (ii) the first day on which no tax-exempt private activity bond issued with respect to the Project is outstanding; or (iii) the date on which any assistance provided with respect to the Project under Section 8 terminates (as certified in writing by the Borrower to the Issuer). Notwithstanding the foregoing requirements, the Qualified Project Period shall be extended to the date that is thirty (30) years from the date the Bonds are issued.

* Preliminary; subject to change.

“Regulations” shall mean the regulations promulgated or proposed by the United States Department of the Treasury pursuant to the Code and applicable to the Project, as amended from time to time.

“Section 8” shall mean Section 8 of the United States Housing Act of 1937.

“State” means the State of Florida.

Residential Rental Property

The Borrower has declared its understanding and intent that, during the term of the Regulatory Agreement, the Project is to be owned, managed, and operated, as a “project for residential rental property” as such phrase is utilized in Section 142(d) of the Code and as a “qualifying housing development” as defined in Section 159.603(6), Florida Statutes. To that end, the Borrower has represented, covenanted, and agreed as follows:

(a) (i) The Project will be acquired and constructed for the purpose of providing “qualified residential rental property” as such phrase is used in Section 142(d) of the Code, (ii) the Borrower shall own the entire Project for federal tax purposes, and (iii) the Project shall be owned, managed and operated as a multifamily residential rental property comprised of a building or structure or several buildings or structures containing similarly constructed units, together with any functionally related and subordinate facilities and no other facilities, in accordance with Section 142(d) of the Code and Sections 1.103-8(b)(4) and 1.103-8(a)(3) of the Regulations (as modified by Section 142(d) of the Code), and in accordance with such requirements as may be imposed thereby on the Project from time to time.

(b) The Project will be comprised of one or more similarly constructed units, each of which will contain separate and complete facilities for living, sleeping, eating, cooking and sanitation for an individual or a family, including a living area, a sleeping area, bathing and sanitation facilities and cooking facilities equipped with a cooking range, refrigerator and sink.

(c) None of the residential rental units in the Project will at any time be (i) utilized on a transient basis, (ii) rented for lease periods of less than six (6) months, or (iii) will be used as a hotel, motel, dormitory, fraternity or sorority house, rooming house, nursing home, hospital, sanitarium, rest home or trailer court or trailer park, or health club or recreational facility (other than health and/or recreational facilities that are available only to tenants and their guests without charge for their use and that are customarily found in Multifamily rental housing projects), and (iv) none of the occupants of such units shall be provided services customarily found in hotels such as room service for food and beverages, maid service, furnishing and laundering of linens or valet service.

(d) All of the residential rental units in the Project will be rented or available for rent on a continuous basis to members of the general public (other than units occupied by persons permitted pursuant to Section 3(i) hereof) and the Borrower will not give preference to any particular class or group in renting the residential rental units in the Project, except to the extent that units are required to be leased or rented to Low-Income Tenants. Low-Income Tenants will have equal access to and enjoyment of all common facilities of the Project. The Borrower will not discriminate against children of any age when renting the residential rental units in the Project.

(e) The Land consists of a parcel of real property or parcels of real property that are contiguous except for the interposition of a road, street, stream or similar property, and the Project comprises buildings, structures and facilities that are proximate and financed pursuant to a common plan,

(f) Less than 25% of the Net Proceeds of the Debt Securities will be used (directly or indirectly) to acquire the Land.

(g) None of the Net Proceeds of the Debt Securities will be used to acquire any property (or an interest therein) unless the first use of such property is pursuant to such acquisition (within the meaning of Section 147(d)(1) of the Code); provided, however, that proceeds of the Debt Securities may be used to finance the acquisition of property (or an interest therein) where the “first use” of such property is not pursuant to such acquisition if rehabilitation expenditures with respect to such building equal or exceed fifteen percent (15%) of the portion of the cost of acquiring such building (and equipment) financed with proceeds of the Debt Securities. For purposes of this paragraph, the term “rehabilitation expenditures” has the same meaning given such term in section 147(d)(3) of the Code and, thus, does not include, among other things, any expenditures incurred more than two years after the later of the date the Debt Securities were issued, or the date on which the property was acquired, or any expenditures attributable to the enlargement of an existing building nor any expenditures described within Section 47(c)(2)(B) of the Code. Expenditures to rehabilitate a building include expenditures to rehabilitate equipment or to replace equipment having substantially the same function, but only if the equipment was part of an integrated operation contained in the building prior to its acquisition by the Borrower. References to equipment in parenthesis refer only to equipment which is functionally related and subordinate to and is purchased with an existing building.

(h) No proceeds of the Debt Securities shall be used directly or indirectly to provide any airplane, skybox or other private luxury box, health club facility (other than the normal and customary workout facility available to all tenants), facility used for gambling or store the principal business of which is the sale of alcoholic beverages for consumption off premises.

(i) The Borrower or any related person (within the meaning of the Code) shall not occupy any of the residential rental units in the Project; provided, however, that the Borrower or a related person may occupy a residential rental unit in a building or structure that contains five or more residential rental units if the Borrower or a related person is a resident manager or other necessary employee (e.g., maintenance and security personnel).

(j) In the case of a “mixed-use” project wherein part of the building or structure, together with any facilities functionally related and subordinate thereto, contains one or more similarly constructed residential rental units that in the aggregate, meet the Low-Income Tenant occupancy requirements of the Regulatory Agreement (the “residential rental units”) and the rest of the building is devoted to use unrelated to such units (the “nonqualifying property”), the term “residential rental project” shall mean only the residential rental units and the other portions of the Project allocable to such units, including the allocable portion of the property benefiting both the residential rental units and the nonqualifying property (e.g., the common elements), and all property benefiting only the residential rental units. The allocation of the costs of the common

elements shall be made according to a method that properly reflects the proportionate benefit derived, directly or indirectly, by the residential rental units and the nonqualifying property.

(k) If the Project is receiving Section 8 assistance, the Borrower will comply with all Section 8 requirements in administering these restrictions.

(l) No portion of the Project will at any time be owned or used by a cooperative housing corporation;

(m) The Project consists of one or more discrete edifices or other man made construction, each consisting of an independent foundation, outer walls and roof, all of which are (i) owned by the same person for federal tax purposes, (ii) located on a common tract of land or two or more tracts of land which are contiguous except for being separated only by a road, street, stream or similar property, and (iii) financed by the Loan or otherwise pursuant to a common plan of financing, and which will consist entirely of:

(1) Units which are similar in quality and type of construction and amenities;

(2) Facilities functionally related and subordinate in purpose and size to property described above, e.g., parking areas, swimming pool, exercise room and other recreational facilities (none of which may be unavailable to any person because such person is a Low-Income Tenant) and other facilities which are reasonably required for the Project, e.g., heating and cooling equipment, trash disposal equipment or units for residential managers or maintenance personnel;

(n) that during the Term of the Regulatory Agreement, the Project will not include a unit in a building where all units in such building are not also included in the Project;

(o) that during the Term of the Regulatory Agreement, the Borrower will not convert the Project to condominium ownership;

(p) within thirty (30) days of the Completion Date, the Borrower shall prepare and submit to the Issuer and the Trustee a certificate in recordable form for purposes of the calculation of the commencement and termination of the Qualified Project Period, if applicable;

(q) that the Borrower shall not discriminate on the basis of race, religion, color, age, sex, marital status, familial status, disability or national origin in the lease, use or occupancy of the Project or in connection with the employment or application for employment of persons for the operation and management of the Project; provided, however, that nothing herein shall be deemed to preclude the Borrower from discrimination based on income or reported tenant problems relating to the applying tenant or tenants in renting units set aside for Low-Income Tenants in compliance with the requirements of the Code and the Regulatory Agreement; notwithstanding the foregoing, the Borrower shall not be precluded from discrimination based on age and familial status so long as the Borrower complies with all requirements imposed by or pursuant to the federal fair housing law and regulations of the Department of Housing and Urban Development (24 CFR) issued pursuant to Title VI, the Fair Housing Act, the Rehabilitation Act, the Age Discrimination Act or Executive Order 11063, and similar state laws and regulations; and

(r) that the Borrower shall submit an annual report to the Secretary of the Department of Treasury as required by Section 142(d)(7) of the Code and deliver a copy thereof to the Issuer and to the Trustee.

The requirements of this section shall terminate at the end of the Qualified Project Period, as extended, except as otherwise provided in the Regulatory Agreement.

Low-Income Tenants

The Borrower has represented, warranted and covenanted as follows:

(a) At all times during the Qualified Project Period, as extended, not less than forty percent (40%) of the completed residential rental units shall be occupied or held available for occupancy by Low-Income Tenants.

(b) At all times during the Qualified Project Period, as extended, all of the residential rental units in the Project will be rented as a residential dwelling, on a continuous basis and may not be used or converted to owner-occupied housing or other residential or business use. For purposes of this requirement, a building or structure will not be deemed to be held for rental use if it contains less than five units, any unit of which is occupied by the owner of the residential rental units.

(c) The determination of whether the income of a resident of a residential rental unit exceeds the applicable income limit shall be made at the time of initial occupancy and at least annually thereafter on the basis of the current income of the resident. For purposes of paragraphs (a) and (b) of this section, a residential rental unit occupied by an individual or family who at the commencement of the occupancy of such unit is a Low-Income Tenant shall be counted as occupied by a Low-Income Tenant during such individual's or family's tenancy in such unit, even though such individual or family ceases to be a Low-Income Tenant. However, the preceding sentence shall cease to apply to any Low-Income Tenant whose income under the most recent determination exceeds one hundred forty percent (140%) of the applicable income limit if after such determination, but before the next determination, any residential rental unit of comparable or smaller size in the same building (as defined for purposes of the low-income housing tax credit in Section 42 of the Code) is occupied by a new resident whose income exceeds the applicable income limit. In addition, a unit that was occupied by a Low-Income Tenant shall be counted as occupied by a Low-Income Tenant until it is reoccupied for a period in excess of thirty-one (31) days, at which time the residential rental unit shall be considered to be occupied by a Low-Income Tenant only if the individual or family then occupying the residential rental unit satisfies the definition of a Low-Income Tenant.

(d) A development which certifies 100% of its units as low-income shall perform one annual income recertification effective upon the first anniversary of any household's move-in or initial certification. No additional income recertification shall be required by the Issuer; however, annual determination of student status shall be required for households comprised entirely of students. Should the annual income recertification of such households result in non-compliance with income occupancy requirements, the next available unit must be rented to a qualifying household in order to ensure continuing compliance of the Project.

(e) The form of lease to be used by the Borrower in renting any unit in the Project to a person who is intended to be a Low-Income Tenant shall (i) provide for termination of the lease and consent by such person to immediate eviction for failure to qualify as a Low-Income Tenant as a result of any material misrepresentation made by such person with respect to the income certification, and (ii) subject to paragraph (d) above, require that the tenant of the unit certify the income of the residents of the unit annually and at any time as the Borrower may reasonably request. The form of lease for the residential rental units to be utilized by the Borrower in renting all dwelling units in the Project shall be subject to the Issuer's approval. The lease for the residential rental units must comply with all applicable Section 8 requirements if the Project is receiving a subsidy pursuant to Section 8 of the United States Housing Act of 1937.

Covenants to Run with the Land

The covenants, reservations and restrictions set forth herein shall be deemed covenants running with the Land and, except as provided in the Regulatory Agreement, shall pass to and be binding upon the Borrower's heirs, assigns and successors in title to the Land or the Project; provided, however, that upon the termination of the Regulatory Agreement in accordance with the terms thereof said covenants, reservations and restrictions shall expire. Except as provided in Section 10 of the Regulatory Agreement, each and every contract, deed or other instrument hereafter executed covering or conveying the Land or the Project or any portion thereof shall conclusively be held to have been executed, delivered and accepted subject to such covenants, reservations and restrictions, regardless of whether such covenants, reservations and restrictions are set forth in such contract, deed or other instruments. If a portion or portions of the Project are conveyed, all of such covenants, reservations and restrictions shall run to each portion of the Project. The Borrower, at its cost and expense, shall cause the Regulatory Agreement to be duly recorded or filed and re-recorded or refiled in such places, and shall pay or cause to be paid all recording, filing, or other taxes, fees and charges, and shall comply with all such statutes and regulations as may be required by law in order to establish, preserve and protect the ability of the Issuer to enforce the Regulatory Agreement.

Term

(a) Subject to the rights of the Issuer and the Trustee to indemnification by the Borrower pursuant to the Regulatory Agreement, which shall survive the termination of the Regulatory Agreement, the Regulatory Agreement shall remain in full force and effect until the "Term of this Agreement," which shall be the later of (i) the payment in full of the Debt Securities (or any Debt Securities refunding the Debt Securities), or (ii) the expiration of the Qualified Project Period (as is extended to the date that is thirty (30) years from the date the Bonds are issued), it being expressly agreed and understood that the provisions of the Regulatory Agreement may survive the termination of the Loan Agreement, if repayment of the Loan occurs prior to the later of such events. Upon the termination of the Regulatory Agreement, upon request of any party hereto, the Issuer, the Trustee, the Borrower and any successor party hereto shall execute a recordable document prepared by the Issuer or its counsel further evidencing such termination.

(b) Notwithstanding Section 10(a) of the Regulatory Agreement, the restrictions and requirements contained in the Regulatory Agreement shall, except as otherwise provided in Section 9 of the Regulatory Agreement as to the Borrower and subject to the provisions of the last

sentence in this section (b), automatically terminate in the event of involuntary noncompliance caused by fire, seizure, requisition, foreclosure or transfer of title by deed in lieu of foreclosure to an entity other than the Borrower or a related person (within the meaning of the Code) to the Borrower, change in a federal law or an action of a federal authority after the date the Debt Securities are issued which prevents compliance with the covenants expressed herein, or condemnation or similar event (as determined by the Issuer upon the advice of Qualified Bond Counsel), but only if, within a reasonable period, either (i) all Debt Securities are paid, redeemed, retired or cancelled in full, or (ii) amounts received as a consequence of such event are used to provide a project that meets and is subject to the requirements of the Code and applicable Regulations thereunder. In such event, upon the request of the Borrower and at the expense of the Borrower, the parties hereto shall execute an appropriate document in recordable form prepared by the Issuer or its counsel to evidence such automatic termination, but the failure to execute or record such document shall not affect the automatic termination. This section (b) shall not apply (and the restrictions contained in the Regulatory Agreement shall thereafter apply) to the Project in the event that, subsequent to any involuntary noncompliance as described in this section (b) but prior to the expiration of the Qualified Project Period, as extended, an obligor on the acquired purpose investment (as defined in Section 1.148-1(b) of the Regulations) or a related person (as defined in Section 1.103-10(e) of the Regulations) obtains an ownership interest in the Project for tax purposes.

(c) Notwithstanding any other provisions of the Regulatory Agreement, the entire Regulatory Agreement, or any of the provisions or Sections thereof, may be terminated with the written consent of the Issuer, the Trustee, or its assigns and the Borrower if there shall have been received an opinion of Qualified Bond Counsel that such termination will not adversely affect the exclusion from gross income for federal income tax purposes of the interest on the Debt Securities.

(d) The Trustee's obligations under the Regulatory Agreement terminate at such time as the Debt Securities are no longer outstanding.

Transfer of Project; Covenants to Run with the Land

(a) The Borrower shall not (i) enter into a voluntary sale, lease (other than leases of rental units to tenants), exchange, assignment, conveyance, transfer or other disposition (collectively, a "Disposition") of all or substantially all of the Project or (ii) allow itself to be terminated for federal income tax purposes or (iii) so long as any Debt Securities remain Outstanding, place any mortgage lien, assignment of leases and rents or security interests on or pertaining to the Project, without in each instance the prior written consent of the Issuer. The Issuer shall not unreasonably withhold its written consent to a Disposition, as long as the requirements of the Regulatory Agreement are fully satisfied. It is expressly agreed that, in connection with determining whether to grant or withhold such consent, the Issuer may (but is not obligated to), among other things: (1) consider the creditworthiness of the party to whom such Disposition will be made and such party's management ability with respect to the Project; (2) consider whether or not the security for repayment of the Loan and other payment obligations under the Loan Agreement, and the performance of the covenants and other obligations under the Regulatory Agreement (without regard to whether any Debt Securities are outstanding) or the Issuer's ability to enforce its rights, remedies and recourses with respect to such security or performance will be impaired in any way or to any degree by the proposed Disposition; (3) require that the Issuer be

reimbursed for all reasonable costs and expenses incurred by the Issuer in connection with investigating the creditworthiness and management ability of the party to whom such Disposition will be made and in determining whether the Issuer's security will be impaired by the proposed Disposition; (4) require the payment of all payment obligations of the Borrower under the Loan Agreement, including but not limited to accrued obligations not yet payable and, in the event of a Disposition in connection with a redemption of the Debt Securities prior to the termination of the Qualified Project Period, the Compliance Monitoring Fee; (5) require the payment of the Issuer's attorneys' fees and expenses in connection with such Disposition; (6) require the express, unconditional assumption of all payment obligations and all performance obligations under the Regulatory Agreement, the Loan Agreement, the Indemnity and the Guaranty of Recourse Obligations (each as defined in the Indenture) relating to the Project and any other document, agreement or instrument evidencing or securing the Borrower's obligations under the Loan Agreement by the party to whom such Disposition will be made (with or without the release of the transferor Borrower from liability for such obligations), which assumption shall be in form and substance satisfactory to the Issuer and its counsel, and require the recording of such assumption document; (7) require the execution of modification agreements, supplemental mortgage documents, financing statements and such other documents, agreements and instruments as the Issuer or their counsel may require, (8) require endorsements to any existing Issuer or Trustee title insurance policies insuring the Issuer's or the Trustee's liens and security interests covering the Project, and (9) require an opinion of Qualified Bond Counsel to the effect that the transfer will not adversely affect the excludability of the interest on the Debt Securities from the gross income of the holders thereof for federal income tax purposes. The Issuer may, in its discretion, release the Borrower from liability under the Regulatory Agreement and the Loan Agreement and may limit any such release from liability to events and occurrences arising after such Disposition, whether or not the Issuer has knowledge of prior events or occurrences creating such liability at the time of the Disposition.

(b) The restrictions contained in the Regulatory Agreement shall not be applicable to any of the following: (i) any transfer pursuant to or in lieu of a foreclosure or any exercise of remedies (including, without limitation, foreclosure, deed in lieu of foreclosure or comparable conversion of the Loan under the Security Instruments); provided, however, that neither the Borrower nor any related person (within the meaning of the Code) to the Borrower shall acquire any interest in the Project during the remainder of the Qualified Project Period; (ii) any sale, transfer, assignment, encumbrance or addition of partnership interests in the Borrower, provided such sale, transfer, assignment, encumbrance or addition does not constitute a change in ownership of the Project which would adversely affect the excludability from gross income, for federal income tax purposes of the interest payable on the Debt Securities; (iii) grants of utility-related easements and governmental easements, shown on the title policy approved by the Issuer and any other easement and use agreements which may be consented to by the Issuer; (iv) service-related leases or easements, such as laundry service leases or television cable easements, and easements related to the construction of the Project over portions of the Project, provided, however, the same are granted in the ordinary course of business in connection with the operation of the Project as contemplated by the Regulatory Agreement; (v) grants of other easements and entry into other use agreements which may be consented to by the Issuer and the Majority Owner; (vi) leases of apartment units to tenants, including Low-Income Tenants, in accordance with the requirements of the Loan Agreement and the Regulatory Agreement and leases of commercial space; (vii) any sale or conveyance to a condemning governmental authority as a direct result of a condemnation

or a governmental taking or a threat thereof; (viii) the placing of a subordinate mortgage lien, assignment of leases and rents or security interests on or pertaining to the Project if made expressly subject and subordinate to the Regulatory Agreement, the Loan documents; (ix) any change in allocations or preferred return of capital, depreciation or losses or any final adjustment in capital accounts (all of which may be freely transferred or adjusted by the Borrower pursuant to the Borrower's creation documents); or (x) the placing of a mortgage lien, assignment of leases and rents or security interests on or pertaining to the Project after the payment (or provision for payment in accordance with the Indenture) of all Debt Securities.

(c) The covenants, reservations and restrictions set forth herein shall be deemed covenants running with the Land and, except as provided in the Regulatory Agreement, shall pass to and be binding upon the Borrower's heirs, assigns, and successors in title to the Land or the Project; provided, however, that upon the termination of the Regulatory Agreement in accordance with the terms hereof, said covenants, reservations and restrictions shall expire. Except as provided in the Regulatory Agreement, each and every contract, deed or other instrument hereafter executed covering or conveying the Land or the Project or any portion thereof shall conclusively be held to have been executed, delivered and accepted subject to such covenants, reservations and restrictions, regardless of whether such covenants, reservations and restrictions are set forth in such contract, deed or other instruments. If a portion or portions of the Project are conveyed, all such covenants, reservations and restrictions shall run to each portion of the Project.

(d) In connection with any Disposition under paragraph (a) above or any transfer or other action addressed above other than a transfer of limited partnership interests, the Issuer, the Trustee and the Majority Owner shall be entitled to require the Borrower to cause an opinion of Bond Counsel to be delivered to them to the effect that the proposed transfer of the Project will not adversely effect the exclusion of interest on the Debt Securities from the federal gross income of the holders thereof.

Remedies; Enforceability

If a violation of any of the provisions of the Regulatory Agreement occurs or is attempted, the Issuer and its successor and assigns, after expiration of any applicable cure period, may institute and prosecute any proceeding at law or in equity to abate, prevent or enjoin any such violation or attempted violation, to compel specific performance under the Regulatory Agreement, or to recover monetary damages caused by such violation or attempted violation. The provisions thereof are imposed upon and made applicable to the Land and shall run with the Land and shall be enforceable against the Borrower or any other person or entity that has or had an ownership interest in the Project at the time of such violation or attempted violation. No delay in enforcing the provisions thereof as to any breach or violation shall impair, damage or waive the right of any party entitled to enforce the provisions thereof or to obtain relief against or recover for the continuation or repetition of such breach or violation or similar breach or violation thereof at any later time or times. Notwithstanding anything to the contrary in the Regulatory Agreement, with the exception of the obligations of the Borrower to the Issuer and the Trustee set forth in the Regulatory Agreement, the liability of the Borrower under the Regulatory Agreement is and shall be limited solely to the interest of the Borrower in the Project, it being specifically understood and agreed that neither the Borrower nor the partners comprising the Borrower, if any, shall have any personal liability with respect to the obligations of the Borrower set forth therein, and that any

party seeking to enforce personal liability against the Borrower or the partners comprising the Borrower, if any, shall look only to said interest of the Borrower for the satisfaction of such liability. The Issuer and the Trustee agree that cure of any violation or default by any limited partner of the Borrower shall be deemed to be a cure by the Borrower and shall be accepted on the same basis as if made by the Borrower.

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APPENDIX C

PROPOSED FORM OF OPINION OF BOND COUNSEL

November __, 2025

Osceola County Housing Finance Authority
2211 East Hillcrest Street
Orlando, Florida 32803

\$27,500,000
OSCEOLA COUNTY HOUSING FINANCE AUTHORITY
MULTIFAMILY HOUSING REVENUE BONDS
2025 SERIES []
(SAN JOSE APARTMENTS)

Ladies and Gentlemen:

We have acted as bond counsel to the Osceola County Housing Finance Authority (the “Issuer”) in connection with the issuance by the Issuer of the Osceola County Housing Finance Authority Multifamily Housing Revenue Bonds, 2025 Series [] (San Jose Apartments) (the “Bonds”).

The Issuer is a body politic and corporate organized and existing under the laws of the State of Florida pursuant to the Florida Housing Finance Authority Law, Sections 159.601 et seq., Florida Statutes, as amended, and Ordinance No. 81-4 enacted on September 28, 1981, and effective November 3, 1981, and that certain Interlocal Agreement dated October 22, 2024, between Seminole County (the “County”), Florida and the Issuer (collectively, the “Act”). In our capacity as bond counsel, we have examined the Constitution and laws of the State of Florida (the “State”), the Act, a record of proceedings relating to the adoption on [_____] 2025, of a resolution of the Issuer (the “Resolution”) authorizing and directing, among other things, the original issuance and sale of the Bonds and other proofs submitted to us relating thereto.

The Bonds are being issued pursuant to an Indenture of Trust (the “Indenture”), dated as of November 1, 2025, by and between the Issuer and The Bank of New York Mellon Trust Company, N.A., a national banking association, as trustee (the “Trustee”). Any capitalized term used herein and not otherwise defined herein shall have the meaning ascribed to such term in the Indenture, as applicable.

The Bonds are being issued for the purpose of financing a loan (the “Loan”) to San Jose Preservation, Ltd., a Florida limited partnership (the “Borrower”), pursuant to the terms of a Loan Agreement (the “Loan Agreement”) dated as of November 1, 2025, by and between the Issuer and the Borrower, for financing a portion of the cost of the acquisition, renovation and equipping of a multifamily apartment senior housing facility consisting of total of 121 units and related personal property and equipment, located in City of Winter Park, Seminole County, Florida known as San

Jose Apartments (the “Project”), for moderate, middle or lower income residents, as determined by the Issuer, within the meaning of Section 142(d) of the Internal Revenue Code of 1986, as amended (the “Code”). The Project will be subject to the Regulatory Agreement dated as of November 1, 2025 (the “Regulatory Agreement”) among the Issuer, the Borrower and the Trustee designed to assure compliance with the requirements of Section 142(d) of the Code.

The Bonds are limited obligations of the Issuer payable solely from the Revenues pledged under the Indenture and other moneys pledged and assigned as a part of the security pledged under the Indenture and secured by the Mortgage and other security. The Bonds are not obligations either general or special, of the State, or any local government thereof, and neither the State nor any local government thereof shall be liable thereon. Neither the faith, credit, revenues nor the taxing power of the State or any local government thereof shall be pledged to the payment of the principal of, premium, if any, or interest on the Bonds. The Issuer has no taxing power.

In connection with the issuance of the Bonds, we have examined such documents, instruments, proceedings and opinions as we have deemed relevant in rendering this opinion. Based upon such examination, we are of the opinion, as of this date, that:

1. The Issuer is a public body corporate and politic, organized and existing under the law of the State. Pursuant to the Act, the Issuer is empowered to authorize the issuance of the Bonds in the manner contemplated by the Indenture, the Regulatory Agreement and the Loan Agreement and to perform its obligations under the Indenture, the Regulatory Agreement and the Loan Agreement.
2. The Bonds, the Indenture, the Regulatory Agreement and the Loan Agreement have been duly authorized and executed by the Issuer and the Bonds, the Indenture, the Loan Agreement and the Regulatory Agreement, as the case may be, assuming the due authorization, execution and delivery by the other parties thereto, are valid and binding obligations of the Issuer and are enforceable against the Issuer in accordance with their respective terms.
3. Under existing law, as currently enacted and construed, and assuming the accuracy of the certifications, representations and warranties and compliance with the covenants described below, (i) interest on the Bonds is excludable from gross income for federal income tax purposes except for interest on a Bond for any period during which such Bond is held by a “substantial user” of the Project or a “related person” within the meaning of Section 147(a) of the Code, and (ii) interest on the Bonds is not an item of tax preference for purposes of the federal alternative minimum tax imposed on individuals. In the case of the alternative minimum tax imposed by Section 55(b)(2) of the Code on applicable corporations (as defined in Section 59(k) of the Code), interest on the Bonds is not excluded from the determination of adjusted financial statement income.
4. Under existing law, as currently enacted and construed, the Bonds and the interest thereon are not subject to taxation under the laws of the State of Florida, except as to estate taxes and taxes imposed by Chapter 220, Florida Statutes, on interest, income or profits on debt obligations owned by corporations, as defined therein.

In rendering the opinion in paragraph number 3 above, we are relying, without independent investigation, upon certifications, representations and warranties by the Issuer and the Borrower as to compliance with the requirements of the Code that must be met on and after the date hereof in order that interest on the Bonds not be included in gross income for federal income tax purposes. Failure to meet such requirements may cause interest on the Bonds to be included in gross income for federal income tax purposes retroactive to the date of issuance of the Bonds. The Issuer in the Indenture and the Borrower in the Loan Agreement and the Regulatory Agreement, have covenanted to comply with such requirements and to maintain the exclusion from gross income for federal income tax purposes of interest on the Bonds.

This opinion is qualified to the extent that the enforceability of the Bonds, the Resolution, and the Indenture may be limited by general principles of equity which may permit the exercise of judicial discretion, and by bankruptcy, insolvency, moratorium, reorganization or similar laws relating to the enforcement of creditors' rights generally, now or hereafter in effect.

In rendering the foregoing opinions, we have assumed the accuracy and truthfulness of all public records and of all certifications, documents and other proceedings examined by us that have been executed or certified by public officials acting within the scope of their official capacities and have not verified the accuracy or truthfulness thereof. We have also assumed the genuineness of the signatures appearing upon such public records, certifications, documents and proceedings.

This opinion letter speaks only as to the laws in effect on its date. We have not undertaken to advise in the future whether any events after the date of execution and delivery of the Bonds may affect the tax status of the interest on the Bonds or the tax status of the Bonds.

We express no opinion herein as to the accuracy, adequacy, fairness or completeness of any official statement or other offering materials relating to the Bonds. In addition, other than as expressly set forth herein, we have not passed upon and therefore express no opinion as to the compliance by the Issuer, the Borrower or any other party involved in this financing, or the necessity of such parties complying, with any federal or state registration requirements or security statutes, regulations or rulings with respect to the offer and sale of the Bonds.

Respectfully submitted,

APPENDIX D

FORM OF CONTINUING DISCLOSURE AGREEMENT

\$(PAR AMOUNT)*
Osceola County Housing Finance Authority
Multifamily Housing Revenue Bonds,
2025 Series [] (San Jose Apartments)

This Continuing Disclosure Agreement dated as of November 1, 2025 (this “Continuing Disclosure Agreement”) is executed and delivered by San Jose Preservation, Ltd., a Florida limited liability company (the “Borrower”), and The Bank of New York Mellon Trust Company, N.A., as dissemination agent (the “Dissemination Agent”) in connection with the above-captioned Bonds. The Bonds are being issued pursuant to a Trust Indenture, dated as of November 1, 2025 (the “Indenture”), between the Osceola County Housing Finance Authority (the “Issuer”) and The Bank of New York Mellon Trust Company, N.A., as trustee (the “Trustee”). Pursuant to the Indenture and the Loan Agreement, dated as of November 1, 2025, between the Issuer and the Borrower (the “Loan Agreement”), the Dissemination Agent and the Borrower covenant and agree as follows:

Section 1. Purpose of this Continuing Disclosure Agreement. This Continuing Disclosure Agreement is being executed and delivered by the Borrower and the Dissemination Agent for the benefit of the holders of the Bonds and in order to assist the Participating Underwriter in complying with the Rule. The Borrower and the Dissemination Agent acknowledge that the Issuer has undertaken no responsibility with respect to any reports, notices or disclosures provided or required under this Continuing Disclosure Agreement, and has no liability to any person, including any holder of the Bonds or Beneficial Owner, with respect to any such reports, notices or disclosures.

Section 2. Definitions. In addition to the definitions set forth in the Indenture, which apply to any capitalized term used in this Continuing Disclosure Agreement unless otherwise defined in this Section 2, the following capitalized terms shall have the following meanings:

“*Annual Report*” shall mean any Annual Report provided by the Borrower pursuant to, and as described in, Sections 3 and 4 of this Continuing Disclosure Agreement.

“*Audited Financial Statements*” means, in the case of the Borrower, the annual audited financial statements prepared in accordance with generally accepted accounting principles, if any.

“*Beneficial Owner*” shall mean any person which (a) has the power, directly or indirectly, to vote or consent with respect to, or to dispose of ownership of, any Bonds (including persons holding Bonds through nominees, depositories or other intermediaries), or (b) is treated as the owner of any Bonds for federal income tax purposes.

* Preliminary; subject to change.

“Disclosure Representative” shall mean the administrator of the Project or his or her designee, or such other person as the Borrower shall designate in writing to the Dissemination Agent from time to time.

“Dissemination Agent” shall mean The Bank of New York Mellon Trust Company, N.A., acting in its capacity as Dissemination Agent hereunder, or any successor Dissemination Agent designated in writing by the Borrower and which has filed with the Trustee a written acceptance of such designation.

“Listed Events” shall mean any of the events listed in Section 5(a) of this Continuing Disclosure Agreement.

“MSRB” means the Municipal Securities Rulemaking Board established pursuant to Section 15B(b)(1) of the Securities Exchange Act of 1934. All documents provided to the MSRB shall be in an electronic format and accompanied by identifying information, as prescribed by the MSRB. Initially, all document submissions to the MSRB pursuant to this Continuing Disclosure Agreement shall use the MSRB’s Electronic Municipal Market Access (EMMA) system at www.emma.msrb.org.

“Participating Underwriter” means RBC Capital Markets LLC, and their successors and assigns.

“Rule” means Rule 15c2-12(b)(5) adopted by the Securities and Exchange Commission under the Securities Exchange Act of 1934, as the same may be amended from time to time.

Section 3. Provision of Annual Reports.

(a) The Borrower will, or will cause the Dissemination Agent to, not later than 180 days following the end of the Borrower’s fiscal year, commencing with the fiscal year ending on December 31, 2025, provide to the MSRB an Annual Report which is consistent with the requirements described below. No later than 15 Business Days prior to said date, the Borrower will provide the Annual Report to the Dissemination Agent and the Trustee (if the Trustee is not the Dissemination Agent). In each case, the Annual Report may be submitted as a single document or as separate documents comprising a package and may cross reference other information, provided that the audited financial statements for the prior calendar year of the Borrower may be submitted separately from the balance of the Annual Report.

(b) If by 15 Business Days prior to the date specified in subsection (a) for providing the Annual Report to the MSRB, the Dissemination Agent has not received a copy of the Annual Report, the Dissemination Agent will contact the Disclosure Representative to determine if the Borrower is in compliance with subsection (a).

(c) If the Dissemination Agent is unable to verify that an Annual Report has been provided to the MSRB by the date required in subsection (a), the Dissemination Agent will send in a timely manner a notice to the MSRB in substantially the form attached as Exhibit B to this Continuing Disclosure Agreement.

(d) The Dissemination Agent will file a report with the Borrower and (if the Dissemination Agent is not the Trustee) the Trustee certifying that the Annual Report has been provided pursuant to this Continuing Disclosure Agreement, stating the date it was provided.

Section 4. Content of Annual Reports. The Borrower's Annual Report will contain or incorporate by reference the financial information with respect to the Project, provided at least annually, of the type included in Exhibit A hereto, which Annual Report may, but is not required to, include Audited Financial Statements. If the Borrower's Audited Financial Statements are not available by the time the Annual Report is required to be filed, the Annual Report will contain unaudited financial statements, and the Audited Financial Statements will be filed in the same manner as the Annual Report when and if they become available.

Any or all of the items described in Exhibit A may be incorporated by reference from other documents, including official statements of debt issues with respect to which the Borrower is an "Obligated Person" (as defined by the Rule), which have been filed with the MSRB. The Borrower will clearly identify each such other document so incorporated by reference.

Each annual report submitted hereunder shall be in readable portable document format ("PDF") or other acceptable electronic form.

Section 5. Reporting of Listed Events.

(a) This Section 5 shall govern the giving of notices of the occurrence of any of the following events (each, a "Listed Event"):

- (i) Principal and interest payment delinquencies;
- (ii) Non-payment related defaults, if material;
- (iii) Unscheduled draws on debt service reserves reflecting financial difficulty;
- (iv) Unscheduled draws on credit enhancements reflecting financial difficulty;
- (v) Substitution of credit or liquidity providers, or their failure to perform;
- (vi) Adverse tax opinions, the issuance by the Internal Revenue Service of proposed or final determinations of taxability, Notices of Proposed Issue (IRS Form 5701-TEB) or other material notices or determinations with respect to the tax status of the Bonds, or other material events affecting the tax status of the Bonds;
- (vii) Modifications to rights of holders of the Bonds, if material;
- (viii) Bond calls, if material, and tender offers;
- (ix) Defeasances;

(x) Release, substitution or sale of property securing repayment of the Bonds, if material;

(xi) Rating changes;

(xii) Bankruptcy, insolvency, receivership or similar event of the Borrower. For purposes of this clause (xii), any such event shall be considered to have occurred when any of the following occur: the appointment of a receiver, fiscal agent or similar officer for the Borrower in a proceeding under the U.S. Bankruptcy Code or in any other proceeding under state or federal law in which a court or governmental authority has assumed jurisdiction over substantially all of the assets or business of the Borrower, or the entry of an order confirming a plan of reorganization, arrangement or liquidation by a court or governmental authority having supervision or jurisdiction over substantially all of the assets or business of the Borrower;

(xiii) The consummation of a merger, consolidation, or acquisition involving the Borrower or the sale of all or substantially all of the assets of the Borrower, other than in the ordinary course of business, the entry into a definitive agreement to undertake such an action or the termination of a definitive agreement relating to any such actions, other than pursuant to its terms, if material;

(xiv) Appointment of a successor or additional trustee or paying agent or the change of the name of a trustee or paying agent, if material;

(xv) Incurrence of a financial obligation of the Borrower, if material, or agreement to covenants, events of default, remedies, priority rights, or other similar terms of a financial obligation of the Borrower, any of which affect security holders, if material; and

(xvi) Default, event of acceleration, termination event, modification of terms, or other similar events under the terms of the financial obligation of the Borrower or obligated person, any of which reflect financial difficulties.

For purposes of clauses (xv) and (xvi) of this Section 5(a), “financial obligation” is as contemplated by Exchange Act Release No. 34-83885; File No. S7-01-17 (the “Adopting Release”).

(b) The Dissemination Agent shall, within three (3) Business Days of obtaining actual knowledge of the occurrence of any potential Listed Event, pursuant to subsection (c) of this Section 5 or otherwise, provide the Disclosure Representative with notice (by Electronic Means as defined in the Indenture). While the Dissemination Agent is also the Trustee, the Dissemination Agent shall be deemed to have actual knowledge of those items listed in clauses (i), (iii) (solely with respect to funds held by the Trustee), (iv), (v), (vii), (viii), (ix), (x) (solely with respect to a release or substitution of property) and (xiv) above without the Dissemination Agent having received notice of such event. While the Dissemination Agent is not also the Trustee, the Dissemination Agent shall not be deemed to have actual knowledge of any items listed in clauses

(i) - (xiv) above without the Dissemination Agent having received written notice of such event. For purposes of providing notice to the Disclosure Representative, the Dissemination Agent shall assume that the unscheduled draws described in clauses (iii) and (iv) reflect financial difficulty.

(c) Whenever the Borrower obtains knowledge of the occurrence of a potential Listed Event, the Borrower shall, within five (5) Business Days of obtaining such knowledge and in any event no more than eight (8) Business Days after the occurrence of such event, determine if such event is in fact a Listed Event that is required by the Rule to be disclosed and provide the Dissemination Agent with notice and instructions pursuant to subsections (d) below.

(d) If the Borrower has determined that a Listed Event is required to be disclosed then the Borrower shall prepare a written notice describing the Listed Event and provide the same to the Dissemination Agent along with instructions to file the same pursuant to subsection (e) below.

(e) If the Dissemination Agent has been provided with a written notice describing a Listed Event pursuant to subsection (c) of this Section 5 or otherwise, and is instructed by the Borrower to report the occurrence of such Listed Event, the Dissemination Agent shall, within two (2) Business Days of its receipt of such written notice and in any event no more than ten (10) Business Days after the occurrence of the Listed Event, file the notice with the MSRB and send a copy to the Borrower.

Section 6. Amendment; Waiver. Notwithstanding any other provision of this Continuing Disclosure Agreement, the Borrower and the Dissemination Agent may amend this Continuing Disclosure Agreement (and the Dissemination Agent will agree to any amendment so requested by the Borrower unless such amendment adversely affects its rights, duties, protections, immunities, indemnities or standard of care, as determined by the Dissemination Agent) and any provision of this Continuing Disclosure Agreement may be waived, provided that the following conditions are satisfied:

(a) If the amendment or waiver relates to the provisions described under paragraph (a) under “Provision of Annual Reports,” “Contents of Annual Reports” or paragraph (a) under “Reporting of Listed Events,” it may only be made in connection with a change in circumstances that arises from a change in legal requirements, change in law or change in the identity, nature or status of an “Obligated Person” (as defined in the Rule) with respect to the Bonds or the type of business conducted;

(b) The undertaking, as amended or taking into account such waiver, would, in the opinion of nationally recognized bond counsel, have complied with the requirements of the Rule at the time of the original issuance of the Bonds, after taking into account any amendments or interpretations of the Rule, as well as any change in circumstances; and

(c) The amendment or waiver either (i) is approved by the Holders of the Bonds in the same manner as provided in the Indenture for amendments to the Indenture with the consent of Holders or (ii) does not, in the opinion of nationally recognized bond counsel, materially impair the interests of the Holders or Beneficial Owners of the Bonds.

In the event of any amendment or waiver of a provision of this Continuing Disclosure Agreement, the Borrower will describe such amendment in the next Annual Report and will include, as applicable, a narrative explanation of the reason for the amendment or waiver and its impact on the type (or, in the case of a change of accounting principles, on the presentation) of financial information being presented by the Borrower. In addition, if the amendment relates to the accounting principles to be followed in preparing financial statements, (i) notice of such change will be given in the same manner as for a Listed Event under Section 5(f) hereof and (ii) the Annual Report for the year in which the change is made should present a comparison (in narrative form and also, if feasible, in quantitative form) between the financial statements as prepared on the basis of the new accounting principles and those prepared on the basis of the former accounting principles.

Section 7. Default. In the event of a failure of the Borrower or the Dissemination Agent to comply with any provision of this Continuing Disclosure Agreement, and such failure to comply continues beyond a period of thirty (30) days following written notice to the Borrower, the Borrower or any Holder or Beneficial Owner of the Bonds may, take such actions as may be necessary and appropriate, including seeking, or specific performance by court order, to cause the Borrower or the Dissemination Agent, as the case may be, to comply with its obligations under this Continuing Disclosure Agreement. A default under this Continuing Disclosure Agreement will not be deemed an Event of Default under the Indenture or the Loan Agreement, and the sole remedy under this Continuing Disclosure Agreement in the event of any failure of the Borrower or the Dissemination Agent to comply with this Continuing Disclosure Agreement will be an action to compel performance.

Section 8. Beneficiaries. This Continuing Disclosure Agreement will inure solely to the benefit of the Borrower, the Dissemination Agent, the Participating Underwriter and Holders from time to time of the Bonds and will create no rights in any other person or entity.

Section 9. Additional Information. Nothing in this Continuing Disclosure Agreement shall be deemed to prevent the Borrower from disseminating any other information, using the means of dissemination set forth in this Continuing Disclosure Agreement or any other means of communication, or including any other information in any Annual Report or notice of occurrence of a Listed Event, in addition to that which is required by this Continuing Disclosure Agreement. If the Borrower chooses to include any information in any Annual Report or notice of occurrence of a Listed Event, in addition to that which is specifically required by this Continuing Disclosure Agreement, the Borrower shall have no obligation under this Continuing Disclosure Agreement to update such information or include it in any future Annual Report or notice of occurrence of a Listed Event.

Section 10. Duties, Immunities and Liabilities of Dissemination Agent.

(a) Provided that the Trustee is acting as Dissemination Agent, Article X and Section 12.12 of the Indenture are hereby made applicable to this Continuing Disclosure Agreement as if this Continuing Disclosure Agreement were (solely for this purpose) contained in the Indenture and the Trustee and Dissemination Agent shall be entitled to the protections, limitations from liability and indemnities afforded the Trustee thereunder. The Dissemination Agent shall have only

such duties as are specifically set forth in this Continuing Disclosure Agreement. The Dissemination Agent's obligation to deliver the information at the times and with the contents described herein shall be limited to the extent the Borrower has provided such information to the Dissemination Agent as required by this Continuing Disclosure Agreement. The Dissemination Agent shall have no duty with respect to the content of any disclosures or notice made pursuant to the terms hereof. The Dissemination Agent shall have no duty or obligation to review or verify any information, disclosures or notices provided to it by the Borrower and shall not be deemed to be acting in any fiduciary capacity for the Issuer, the Holders of the Bonds or any other party. The Dissemination Agent shall have no responsibility for the Borrower's failure to report to the Dissemination Agent a Listed Event or a duty to determine the materiality thereof. The Dissemination Agent shall have no duty to determine, or liability for failing to determine, whether the Borrower has complied with this Continuing Disclosure Agreement. The Dissemination Agent may conclusively rely upon Certifications of the Borrower at all times.

The obligations of the Borrower under this Section 10 shall survive resignation or removal of the Dissemination Agent and defeasance, redemption or payment of the Bonds.

(b) The Dissemination Agent may, from time to time, consult with legal counsel (either in-house or external) of its own choosing in the event of any disagreement or controversy, or question or doubt as to the construction of any of the provisions hereof or its respective duties hereunder, and shall not incur any liability and shall be fully protected in acting in good faith upon the advice of such legal counsel. The reasonable fees and expenses of such counsel shall be payable by the Borrower.

(c) All documents, reports, notices, statements, information and other materials provided to the MSRB under this Agreement shall be provided in an electronic format and accompanied by identifying information as prescribed by the MSRB.

Section 11. Notices. All notices, requests, demands or other communications to or upon the respective parties hereto shall be deemed to have been duly given or made when delivered personally or by mail (including electronic mail) to the party to which such notice, request, demand or other communication is required or permitted to be given or made under this Continuing Disclosure Agreement and addressed as set forth below or telecopied to the telecopier number of the recipient, with confirmation of transmission, indicated below:

If to the Borrower:

San Jose Preservation, Ltd.
c/o Lincoln Avenue Capital LLC
401 Wilshire Boulevard, Suite 1070
Santa Monica, California 90401

With copies to:

Stearns Weaver Miller Weissler Alhadeff &
Sitterson, P.A.
150 W. Flagler Street
Miami, Florida 33130

Cohen & Liuzzo, PLLC
169 Madison Avenue, Suite 15054
New York, New York 10016

If to the Dissemination Agent:

The Bank of New York Mellon Trust
Company, N.A.
4655 Salisbury Road, Suite 300
Jacksonville, Florida 32256
Attention: Corporate Trust Department

If to the Trustee:

The Bank of New York Mellon Trust
Company, N.A.
4655 Salisbury Road, Suite 300
Jacksonville, Florida 32256
Attention: Relationship Manager

Section 12. Governing Law. This Continuing Disclosure Agreement shall be governed by the laws of the State of Florida.

Section 13. Termination of this Continuing Disclosure Agreement. This Continuing Disclosure Agreement may be terminated by any party to this Continuing Disclosure Agreement upon thirty days' written notice of termination delivered to the other party or parties to this Continuing Disclosure Agreement; provided the termination of this Continuing Disclosure Agreement is not effective until (i) the Borrower, or its successor, enters into a new continuing disclosure agreement with a dissemination agent who agrees to continue to provide, to the MSRB and the Beneficial Owners of the Bonds, all information required to be communicated pursuant to the rules promulgated by the Securities and Exchange Commission or the MSRB, (ii) a nationally recognized bond counsel or counsel expert in federal securities laws provides an opinion that the new continuing disclosure agreement is in compliance with all applicable state and federal securities laws, and (iii) notice of the termination of this Continuing Disclosure Agreement is provided to the MSRB.

The Dissemination Agent shall be fully discharged at the time any such termination is effective. Also, this Continuing Disclosure Agreement shall terminate automatically upon (i) payment or provisions for payment of the Bonds, or (ii) when all of the Bonds are or are deemed to be no longer outstanding by reason of redemption or legal defeasance or at final maturity.

Section 14. Counterparts. This Continuing Disclosure Agreement 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.

IN WITNESS WHEREOF, the parties hereto have caused this Continuing Disclosure Agreement to be executed by their duly authorized representatives as of the date set forth above.

BORROWER:

SAN JOSE PRESERVATION, LTD., a Florida
limited partnership

By: **SAN JOSE PRESERVATION GP LLC**, a
Delaware limited liability company, its
general partner

By: _____
Russell Condas
Vice President

[Signatures continue on following page]

[Dissemination Agent's Signature Page to San Jose Apartments Continuing Disclosure Agreement]

**THE BANK OF NEW YORK MELLON
TRUST COMPANY, N.A.,** as Dissemination
Agent

By: _____
Authorized Officer

EXHIBIT A

ANNUAL REPORT

\$[_____]*

**Osceola County Housing Finance Authority
Multifamily Housing Revenue Bonds,
2025 Series [__] (San Jose Apartments)**

CUSIP: _____

Annual report for the period ending December 31, _____

THE PROJECT

Name of the Project:	San Jose Apartments
Address:	2353 Winter Woods Blvd, Winter Park, Florida
Number of Units:	121

INFORMATION ON THE BONDS

Original principal amount of bonds:	\$[_____]
Outstanding principal amount of bonds:	

OPERATING HISTORY OF THE PROJECT

The following table sets forth a summary of the operating results of the Project for fiscal year ended December 31, 20__, as derived from the Borrower's audited financial statements [or unaudited financial statements].

Financial Results for Fiscal Year Ending December 31, _____	
Revenues	
Operating Expenses ¹	
Net Operating Income	
Debt Service on the Bonds	
Net Income (Loss)	
Debt Service Coverage Ratio	

¹ Excludes depreciation and other non-cash expenses, includes management fee.

* Preliminary; subject to change.

Occupancy Results for Fiscal Year Ending December 31, _____	
Physical Occupancy	_____ %
Economic Occupancy ¹	_____ %

¹ The physical occupancy rate is the proportion of units that are occupied or leased by tenants. The economic occupancy rate is the proportion of the gross potential rent that is actually collected. As such, the economic occupancy takes into consideration items such as model units, employee units, discounted units, rent incentives, loss to lease and bad debt expense.

AUDITED FINANCIAL STATEMENTS

_____ Attached

_____ Audited financial statements of the Borrower for the period ending December 31, 20__ are not yet completed; therefore, no audited financial statements of the Borrower are being filed herewith. Unaudited financial statements for such period are attached in lieu of audited financial statements. Audited financial statements will be filed when available.

_____ No audited financial statements of the Borrower were prepared for the period ending December 31, 20__; therefore, no audited financial statements of the Borrower are being filed herewith. Unaudited financial statements for such period are attached in lieu of audited financial statements.

EXHIBIT B

**NOTICE OF FAILURE TO
FILE ANNUAL DISCLOSURE REPORT**

Name of Issuer: Osceola County Housing Finance Authority

Name of Issue: Multifamily Housing Revenue Bonds, 2025 Series [] (San Jose Apartments)

Name of Borrower: San Jose Preservation, Ltd.

CUSIP: _____

Date of Issuance: November __, 2025

NOTICE IS HEREBY GIVEN that the above-referenced borrower (the “Borrower”) has not provided an Annual Report with respect to the above-named Bonds as required by its Continuing Disclosure Agreement. The undersigned has been informed by the Borrower that it anticipates that Annual Report will be filed by _____.

DATED: _____

**THE BANK OF NEW YORK MELLON
TRUST COMPANY, N.A.,** as Dissemination
Agent

By: _____
Authorized Officer

cc: Borrower

EXHIBIT C

**NOTICE TO MUNICIPAL SECURITIES RULEMAKING BOARD OF
PROJECT PLACED IN SERVICE**

Name of Issuer: Osceola County Housing Finance Authority

Name of Bond Issue: Multifamily Housing Revenue Bonds, 2025 Series [] (San Jose Apartments)

Name of Borrower: San Jose Preservation, Ltd.

Name of Project: San Jose Apartments

Address of Project: 2353 Winter Woods Blvd, Winter Park, Seminole County, Florida

Date of Issuance: November __, 2025

NOTICE IS HEREBY GIVEN as per the requirements of the Continuing Disclosure Agreement, dated as of November 1, 2025, between the above-referenced borrower (the “Borrower”) and The Bank of New York Mellon Trust Company, N.A., as Dissemination Agent, that the Borrower has certified that the above-referenced project (the “Project”) is complete and placed in service by the Borrower as evidenced by a certificate from the Borrower confirming that the Project is placed in service for purposes of Section 42 of the Code.

Dated:

**THE BANK OF NEW YORK MELLON
TRUST COMPANY, N.A.,** as Dissemination
Agent

By: _____
Authorized Officer

cc: Borrower

EXHIBIT D

FORM OF NOTICE OF PLACED IN SERVICE

**\$[PAR AMOUNT]*
OSCEOLA COUNTY HOUSING FINANCE AUTHORITY
MULTIFAMILY HOUSING REVENUE BONDS,
2025 SERIES [__] (SAN JOSE APARTMENTS)**

The undersigned hereby provides notice to The Bank of New York Mellon Trust Company, N.A., as dissemination agent (the “Dissemination Agent”) that the multifamily rental housing facility known as the San Jose Apartments (the “Project”) has been placed in service in accordance with the Trust Indenture, dated as of November 1, 2025, between Osceola County Housing Finance Authority (the “Issuer”) and The Bank of New York Mellon Trust Company, N.A., a national banking association, as trustee (the “Trustee”), pursuant to which the above-captioned bonds were issued, as further evidenced by the attached Certificate of Occupancy.

BORROWER:

SAN JOSE PRESERVATION, LTD., a Florida
limited partnership

By: **SAN JOSE PRESERVATION GP LLC**, a
Delaware limited liability company, its
general partner

By: _____
Russell Condas
Vice President

* Preliminary; subject to change.

ATTACHMENT
Certificate of Occupancy

SECTION 2

EXHIBIT L-2

SUBORDINATE NOTE DISCLOSURE STATEMENT

SUBORDINATE REVENUE NOTE DISCLOSURE STATEMENT

November 21, 2025

Osceola County Housing Finance Authority
Kissimmee, Florida

**Re: \$8,000,000 Osceola County Housing Finance Authority Subordinate
Multifamily Housing Revenue Note, 2025 Series C (San Jose Apartments)**

Ladies and Gentlemen:

In connection with the proposed issuance by the Osceola County Housing Finance Authority (the “Issuer”) of the above-referenced Subordinate Revenue Note (the “Subordinate Revenue Note”), Royal Abstract Intermediary LLC (the “Qualified Intermediary”), as qualified intermediary under Exchange No. [] on behalf of the San Jose Apartments, LLC, a limited liability company duly organized and existing under the laws of the State of Florida (the “Subordinate Revenue Note Purchaser” or the “Seller”), has agreed to purchase the Subordinate Revenue Note upon the terms and conditions set forth in the Subordinate Loan Agreement dated as of [] 1, 2025 (the “Subordinate Loan Agreement”), between the Issuer and San Jose Preservation, Ltd., a limited partnership duly organized and existing under the laws of the State of Florida (the “Borrower”). The Subordinate Revenue Note Purchaser will purchase the Subordinate Revenue Note for its own account, and for its own investment and not with a present view to reselling or otherwise distributing all or any part of or interest in the Subordinate Revenue Note.

Pursuant to the provisions of Section 218.385, Florida Statutes, as amended, the Subordinate Revenue Note Purchaser is furnishing the following information to the Issuer in connection with its purchase of the Subordinate Revenue Note:

The Subordinate Revenue Note is not being executed and delivered by the Issuer pursuant to an underwriting arrangement. The Subordinate Revenue Note Purchaser will not incur any expenses in connection with its purchase of the Subordinate Revenue Note except for those described below:

None.

No person has entered into an understanding with the Subordinate Revenue Note Purchaser or, to the knowledge of the Subordinate Revenue Note Purchaser, with the Issuer for any paid or promised compensation or valuable consideration, directly or indirectly, expressly or implied, to act solely as an intermediary between the Issuer and the Subordinate Revenue Note Purchaser or to exercise or to attempt to exercise any influence to effect any transaction in connection with purchasing the Subordinate Revenue Note.

No “underwriting” spread will be realized by the Subordinate Revenue Note Purchaser in connection with its purchase of the Subordinate Revenue Note. The interest rate on the Subordinate Revenue Note is []% and represents an arm’s length transaction between the Subordinate Revenue Note Purchaser and the Borrower.

No management fee will be charged by the Subordinate Revenue Note Purchaser.

No fee, bonus or other compensation will be paid by the Subordinate Revenue Note Purchaser in connection with its purchase of the Subordinate Revenue Note to any person not regularly employed or retained by the Subordinate Revenue Note Purchaser (including any “finder,” as defined in Section 218.386(1)(a), Florida Statutes, as amended).

No managing underwriter is connected with the issuance of the Subordinate Revenue Note.

The name and address of the Subordinate Revenue Note Purchaser are:

Royal Abstract Intermediary LLC
125 Park Avenue, Suite 1610
New York, NY 10017
212/376-0900
Attention: Michael Roberts
mroberts@royalabstract.com

With a copy to: San Jose Associates, Ltd.
401 Wilshire Boulevard, 11th Floor
Santa Monica, California 90401
Attention: Russell Condas
Email: rcondas@lincolnavecap.com
Attention: Hanna Jamar, Esq.
Email: hanna@lincolnavecap.com

The Issuer is proposing to issue the Subordinate Revenue Note to loan the proceeds thereof to the Borrower, to finance a portion of the costs of the acquisition, rehabilitation, installation and equipping of a 168-unit multifamily rental housing facility project to be occupied by persons of low, middle or moderate income and related personal property and equipment, and located in the City of Sanford, Seminole County, Florida, as further described in the Subordinate Loan Agreement.

The Subordinate Revenue Note is payable from the Borrower’s promissory note to the Issuer (the “Borrower Promissory Note”) obligating it to make payments from available net cash flow in respect of the Subordinate Revenue Note.

The Subordinate Revenue Note will bear interest at a rate of []% per annum and will mature on [] 1, [2029] (subject to exchange for a long-term taxable Seller Note as described below).

The Subordinate Revenue Note will be secured by a Subordinate Mortgage, Security Agreement, Fixture Financing Statement and Assignment of Leases and Rents (“Subordinate Mortgage”) from the Borrower in favor of the Issuer, which will be assigned by the Issuer to the Seller along with corresponding subordinate loan documents, pursuant to an Assignment of Subordinate Mortgage and Subordinate Loan Documents. The Subordinate Mortgage securing the Subordinate Revenue Note will be a third priority lien on the Property. The Subordinate Revenue

Note will be assigned by the Qualified Intermediary to the Seller within 180 days of the date of the Subordinate Revenue Note.

Notwithstanding the foregoing maturity date of the Subordinate Revenue Note, the Issuer, the Seller and the Borrower have entered into a Seller Loan Exchange Agreement (the “Seller Loan Exchange Agreement”), whereby the Subordinate Revenue Note will be exchanged by or before its maturity date for a taxable seller note from the Borrower. At such time, the Borrower Promissory Note will be cancelled and the Subordinate Mortgage will be satisfied.

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK]

We understand that you do not require any further disclosure from the Subordinate Revenue Note Purchaser pursuant to Section 218.385, Florida Statutes, as amended.

Very truly yours,

SAN JOSE PRESERVATION, LTD., a Florida
limited partnership

By: **SAN JOSE PRESERVATION GP LLC**, a
Delaware limited liability company, its
general partner

By: _____
Russell Condas
Vice President

SECTION IX



BOARD OF DIRECTORS

PRESIDENT
KATHRYN DRIVER
PINELLAS COUNTY HFA

SECRETARY/TREASURER
JIM RYAN
CLAY COUNTY HFA

BOARD MEMBER
LISA BERNAU
ESCAMBIA COUNTY HFA

BOARD MEMBER
WALT FERGUSON
LEE COUNTY HFA

BOARD MEMBER
RICHARD PIERRO
MANATEE COUNTY HFA

VICE PRESIDENT
ANGELA A. ABBOTT
BREVARD COUNTY HFA

PAST PRESIDENT
HARRY HEDGES
HILLSBOROUGH COUNTY HFA

BOARD MEMBER
FRANTZ DUTES
ORANGE COUNTY HFA

BOARD MEMBER
CHEREE GULLEY
MIAMI-DADE COUNTY HFA

DIRECTORS
MARK HENDRICKSON
SUSAN LEIGH

July 31, 2025

Florida ALHFA Members:

Re: Contribution to Sadowski Education Effort for 2026 Legislative Session

First, many thanks to all of our HFAs who contributed to the Sadowski Education Effort (SEE) these last several years. The effort has been extremely effective, but the educational effort isn't over. It's time for everyone to again make their annual contribution to the Sadowski Education Effort.

This year, SEE was the leader in the effort that resulted one of the highest appropriation for housing ever-- \$235 million of Sadowski funds, \$480 million of general revenue, and \$159.9 million for homeless programs, member projects and the Live Local SAIL Tax Donation Program.

As discussed throughout the recent Florida ALHFA Educational Conference we need to keep the education effort moving forward. We will have new legislators that need to know about affordable housing, and we must work to keep affordable housing at the forefront of the upcoming legislative session.

The 2026 Legislative Session begins in January, but committee meetings will begin in October. That means our work begins now. We already have engaged our lobbying and communications team and they have begun work.

Even if your budget system does not permit a contribution until after your fiscal year begins on October 1, we need your pledge now. And of course, contributions received in August and September are optimal.

In our previous correspondence, it was stated that with term limits, there is continual turnover in the legislature - new legislators must be educated on the value of housing finance authorities and state housing programs. Therefore, **it is essential that the educational efforts be an ongoing project.**

To that end, Florida ALHFA has pledged an additional \$20,000 to the SEE. Florida ALHFA strongly urges its members to actively participate in the legislative process and **provide financial support in this educational effort in the amount of \$20,000.**

What has the value of the SEE been? Without SEE, the **Housing Trust Funds would no longer exist, there would be no dedicated revenue for housing, and housing programs would have**

received no funds. In the last nine years, over \$4.8 Billion was appropriated for housing due to SEE. Highlights of our educational effort:

- Full funding of Sadowski by the legislature this year
- Appropriations for housing every year since FY 2014-15

Many HFAs received reimbursement for DPA loans **far exceeding their SEE contributions**. Additionally, SAIL and SHIP assist our programs. SAIL allows bond deals to work that otherwise would not be financially feasible and SHIP is another source of DPA for our programs. **From a purely economic investment perspective, an HFA receives returns for its annual SEE contributions by closing only a few DPA loans or one SAIL-Bond deal.**

Given these long and hard-fought victories, why is additional education needed? As stated above, continued turnover in the legislature makes this effort necessary. Florida ALHFA has positioned itself to be more effective. We will continue to have an effective lobbying and public relations effort in place led by former Senate President Ken Pruitt and Bascom Communications. However, it will not be achieved if we are on the sideline watching the action. Every year that we have a strong SEE presence, our long-term position is improved. We need to deliver our message that adequate housing funding means jobs for Florida's economy and enhances our ability to fulfill our mission of providing housing finance to first-time homebuyers and the provisions for affordable rental housing for our workforce. It is also essential to our mission of supporting neighborhood stabilization and revitalization.

The Sadowski Coalition expects to retain full-time services and pay its expenses with a \$285,000 budget. **We are asking you to support this effort with a contribution of \$20,000.** The fiscal agent for these funds continues to be Florida ALHFA. However, contributions at any level are needed and appreciated, depending upon the resources of your HFA.

Please ensure checks are made payable to: **"Sadowski Education Effort"** and mailed to:

Sadowski Education Effort
1404 Alban Avenue
Tallahassee, Florida 32301

An invoice can be sent to you upon request. When you contribute, please notify us by email at mark@thehendricksoncompany.com

Upon becoming a supporter of the Sadowski Education Effort, you will be included in regular updates, by email and telephone, and your input in regard to the SEE strategies will be welcomed. A copy of the 2025 SEE Fundraising and Expenditures Report is available upon request.

Timeline: Contributions or Pledges to the Sadowski Education Effort should be received no later than September 30, 2025.

Thank you,



Kathryn Driver
President
Florida ALHFA

SECTION X



Align the future. ReAlign the past.

Customized ADA Compliant Website Proposal
for:

Osceola County HFA

October 15, 2025

Project Scope

Website Design Overview

1. Project Background and Description

Osceola County HFA (the client) is seeking an ADA compliant website.

2. Project Scope

ReAlign Web Design (the company) will create and design a new website for **the client**. The website will aim to portray the client in a professional image while serving several functions such as; district information center, document storage, Florida statute requirement fulfillment, and ADA compliance.

The website will have standard security including antivirus, firewall and SSL encryption. The website will be compliant with Section 508 of the Americans with Disabilities Act (ADA) and will maintain a conformance level of AA with the Web Content Accessibility Guidelines 2.1 (WCAG 2.1).

The project is considered finished when **the client** is satisfied with the implementation of the website provided, within reason. **The company** will provide an invoice upon completion and implementation of the website. Any further revisions beyond the finished website may be subject to a fee.

3. Deliverables

The company: One completed website, site content and images, website security, antivirus and firewall, SSL implementation, domain transfer (if necessary), DNS and hosting setup, ADA Section 508 compliance and WCAG 2.1 AA conformity.

The client: Payment upon completion and invoice receipt and any content required to complete the project within the scope of work including proprietary property.

4. Price - \$1,750 Upon Completion

The company will bill \$1,750 upon completion of the finished website and acceptance by **the client**.

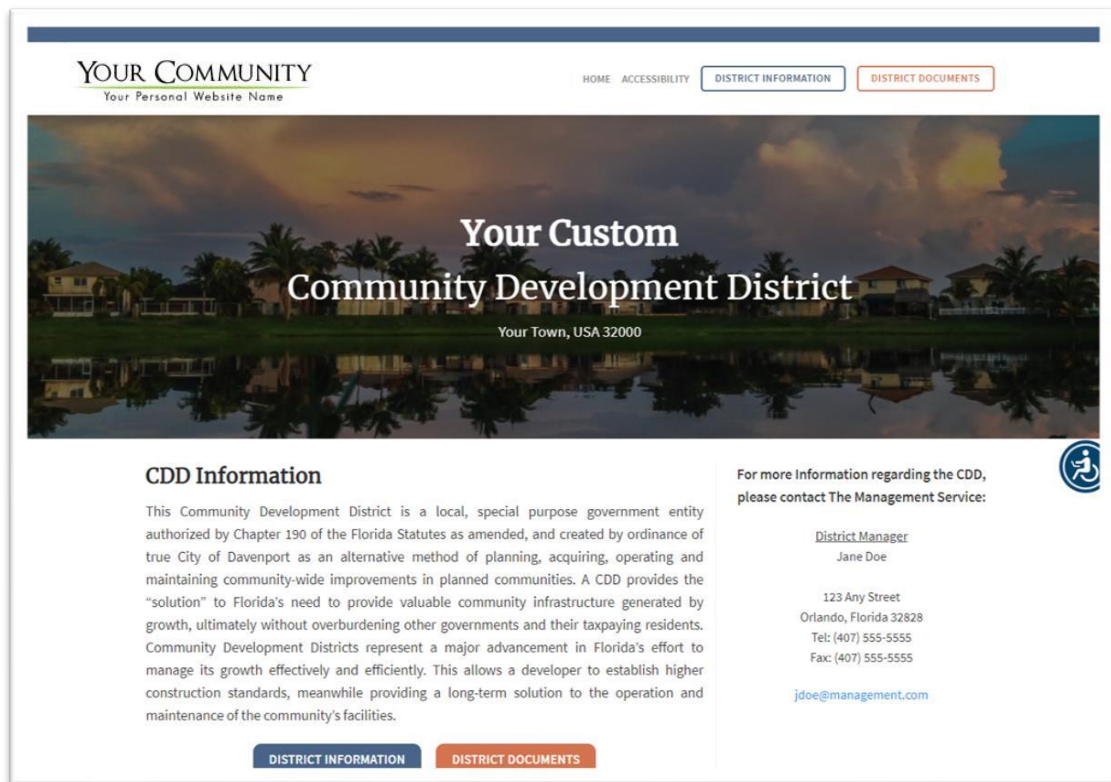
5. High-Level Timeline/Schedule

The company will utilize best efforts to deliver the completed website within one month of an executed agreement and authority to proceed.

Demo Content – Everything is Customized

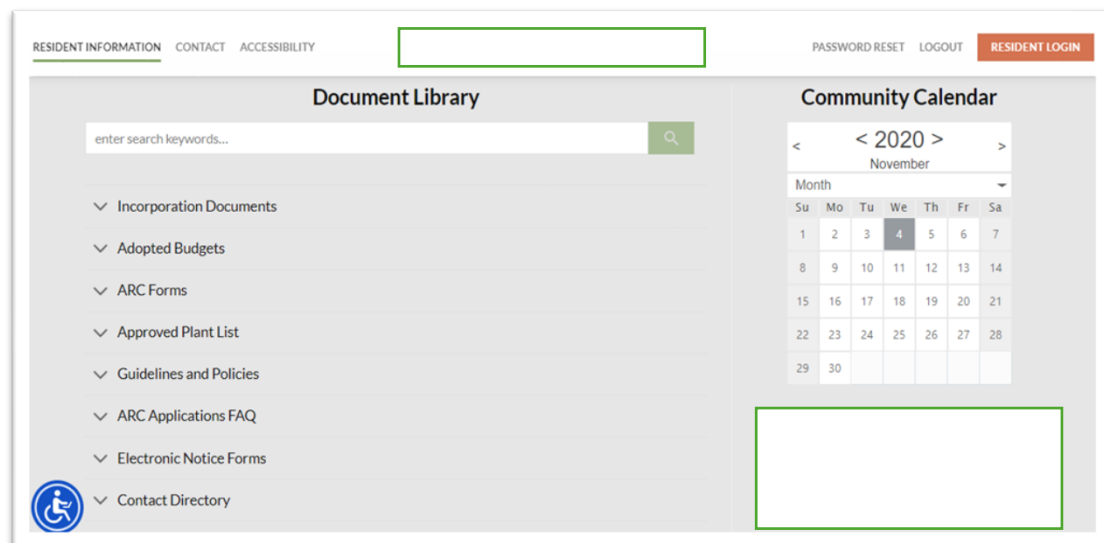
Custom Website Design

Featuring a welcome page with public information, community features and documents.



Document Storage

Quickly search, find, and download community documents like budgets, notices, and more.



Community Information

Display the current board, meeting notices, and other important information.

BOARD OF DIRECTORS

CDD Board

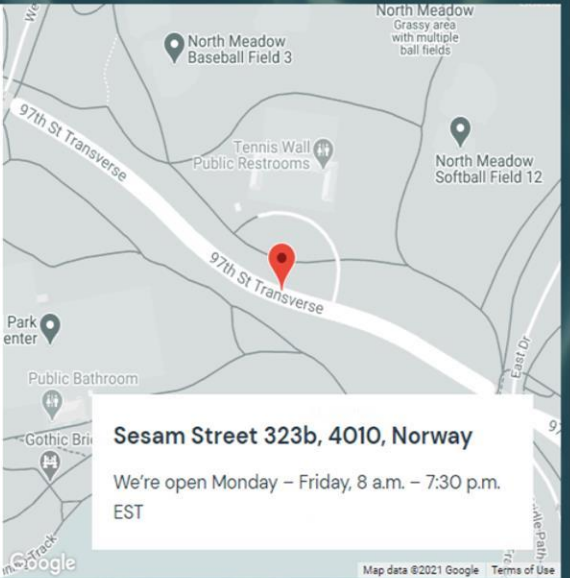
			
TROY GRAY BOARD MEMBER	JULY WOOD BOARD MEMBER	NICO VULTURE BOARD MEMBER	RICHY LACE BOARD MEMBER
f t i	f t i	f t i	f t i
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Easy Contact

Custom contact options that notify the board and/or management company.

GET IN TOUCH

Lorem ipsum dolor sit amet, consectetur adipiscing elit, sed diam nonummy nibh euismod tincidunt ut laoreet dolore magna aliquam erat volutpat.



Sesam Street 323b, 4010, Norway

We're open Monday – Friday, 8 a.m. – 7:30 p.m. EST

Indemnification: The Company warrants that all accessibility compliance seals warrant a passing grade from the UserWay accessibility testing widget at the time of testing according to the standards set forth by UserWay. The Company does not independently verify the accuracy of accessibility tests. The Client specifically recognizes and acknowledges that ADA Section 508 guidelines and WCAG 2.1 guidelines are constantly changing and that at the time of this Agreement there is no single definitive authority on digital accessibility standards. Upon acceptance of the completed website, the Client assumes title to the website along with all responsibility for maintaining ADA 508 and WCAG 2.1 conformity and compliance. At the moment of transfer of title of the website to the Client and thereafter in perpetuity, the Client shall indemnify, defend and hold Company and its owners, shareholders, officers, directors, partners, partnerships, affiliates, subsidiaries, divisions or employees, authorized agents, independent contractors and permitted assigns ("Company Indemnified Parties") harmless from and against any and all claims, suits, actions, demands, and proceedings of any kind ("Claims"), threatened, asserted or filed against Company or any and all Company Indemnified Parties by any third party, and any damages, losses, expenses, liabilities or costs of any kind (including but not limited to reasonable attorneys' fees, witness fees and court costs) which may be incurred in connection with such Claims (including those necessary to successfully establish the right to indemnification), regarding non-compliance with any ADA Section 508 guidelines and WCAG 2.1 guidelines or similar regulations and cannot be held liable for any lawsuits arising therefrom.

Approval and Authority to Proceed

We approve the project as described above and authorize the team to proceed.

Service	Acceptance
Website creation - \$1,750 one-time fee	
ADA Compliance Audits - \$960 annually	

Approved By _____

Date _____

SECTION XII

SECTION B

SECTION 1



Authorizing Resolution For Participation in the Local Government Surplus Funds Trust Fund (Florida PRIME)

WHEREAS, _____ (“Participant”) is (check one or more, as applicable)

☐ a governmental entity within the State of Florida not part of state government, including, without limitation, the following and the officers thereof: any county, municipality, school district, special district, clerk of circuit court, sheriff, property appraiser, tax collector, supervisor of elections, authority, board, public corporation, or any other political subdivision of the State of Florida, as described in Section 218.403(11), Florida Statutes and as authorized by Sections 218.407 and 215.44 (1) Florida Statutes;

☐ a state agency as described in Section 216.011, Florida Statutes, as authorized by Section 215.44(1), Florida Statutes;

☐ a Board of Trustees of a state university or college, as authorized by Section 215.44(1), Florida Statutes; or

☐ a direct support organization of any of the foregoing, as authorized by Section 215.44(1), Florida Statutes.

and is empowered to delegate to the State Board of Administration of Florida the authority to invest legally available funds in the Local Government Surplus Funds Trust Fund (Florida PRIME) and to act as custodian of investments purchased with such investment funds; and

WHEREAS, it is in the best interest of the Participant to invest its legally available funds in investments that provide for safety, liquidity, and competitive returns with minimization of risks consistent with Chapter 218.405, Florida Statutes; and

WHEREAS, the Florida Local Government Surplus Funds Trust Fund (Florida PRIME), a public funds investment pool, was created on behalf of entities whose investment objectives, in order of priority are safety, liquidity, and competitive returns, consistent with the Chapter 218.405, Florida Statutes.

NOW THEREFORE, be it resolved as follows:

A. That Participant approves this Authorizing Resolution and hereby requests the establishment of an account in its name in Florida PRIME, for the purpose of transmitting funds that the Participant has determined to be legally available for investment in Florida PRIME.

B. That the individual, whose title is _____, is an authorized representative of the Participant and is hereby authorized to transmit funds for investment in Florida

PRIME and is further authorized to withdraw funds from time to time, to issue letters of instruction, and to take all other actions deemed necessary or appropriate for the investment of the Participant's funds.

The authorized representative identified above shall execute a Participant Account Maintenance Form (PAMF) containing a list of the authorized representatives to initiate transactions, bank account wiring instructions, and individuals authorized to make changes to account information. A revised PAMF may be submitted with changes to authorized individuals without the necessity to complete a new Authorizing Resolution.

C. That this Authorizing Resolution shall continue in full force and effect until amended or revoked by the Participant and until Florida PRIME receives an original document of any such amendment or revocation.

This resolution is hereby introduced and adopted by the Participant at its regular/special meeting (if applicable) held on

the ____ Day of _____, 20 ____.

PARTICIPANT NAME: _____

BY: Signature _____

Printed Name _____

Title _____

(By signing the above, I attest I am authorize to execute this Authorizing Resolution on behalf of the Participant)

ATTEST: Signature _____

Printed Name _____

Title _____

SEAL:



SECTION XIII

SECTION A

SELTZER MANAGEMENT GROUP, INC.
Osceola County Bond Occupancy Report
Period Ending 6/30/2025

[illegible]

SELTZER MANAGEMENT GROUP, INC.
Osceola County Bond Occupancy Report
Period Ending 7/31/2025

[illegible]

SELTZER MANAGEMENT GROUP, INC.
Osceola County Bond Occupancy Report
Period Ending
August 31, 2025

[illegible]

OSCEOLA COUNTY PROJECTS STATUS AS OF

5/31/2025

<u>PROJECTS</u>	<u>UNITS</u>	<u>OCCUPIED</u>	<u>%LOW</u>	<u>%OCCUPIED</u>
Boca Palms II	48	48	100%	100%
Saint Cloud Village	208	203	100%	98%

OSCEOLA COUNTY PROJECTS STATUS AS OF**7/31/2025**

<u>PROJECTS</u>	<u>UNITS</u>	<u>OCCUPIED</u>	<u>%LOW</u>	<u>%OCCUPIED</u>
Boca Palms II	48	46	100%	96%
Saint Cloud Village	208	207	99%	99%

Hallmark Portfolio Occupancy Reporting

Seltzer Management Group

Report Period Ending:

June 30, 2025

REPORT MONTH		County	Number of Units		ALL Occupied		OCCUPANCY DETAIL										OTHER DETAIL						Footnotes (All that Apply)	Checked By (Initials)	Comments																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																
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FOOTNOTES - Indicate ALL that apply

Non-compliance with Set-aside Requirements

- * 2Lower Income (LI)
- * 3Quantum High Risk
- * 4RD Management Report Noncompliant

AUDIT COMMITTEE MEETING

SECTION III

SECTION A

**OSCEOLA COUNTY HOUSING FINANCE AUTHORITY
REQUEST FOR PROPOSALS**

Annual Audit Services for Fiscal Year 2026
Osceola County, Florida

INSTRUCTIONS TO PROPOSE

SECTION 1. DUE DATE. Sealed proposals must be received no later than **Friday, November 21, 2025, at 2:00 P.M.**, at the offices of Authority Manager, located at 219 E. Livingston Street, Orlando, FL 32801. Proposals will be publicly opened at that time.

SECTION 2. BACKGROUND. The Authority is a local housing finance authority created by Osceola County Ordinance 81-4 pursuant to Chapter 159, Part I, Florida Statutes, for the purpose of alleviating a shortage of housing and providing capital for investment in housing in the County. The Authority has historically been audited as part of the overall Osceola County annual audit. This will be the first audit performed as a stand-alone entity. The Authority is governed by a five member board appointed by the County Commission and has no employees. It is managed by an independent management company. The Authority has a general administrative operating fund with fewer than 100 income and 100 expense transactions per year.

SECTION 3. FAMILIARITY WITH THE LAW. By submitting a proposal, the Proposer is assumed to be familiar with all federal, state, and local laws, ordinances, rules, and regulations that in any manner affect the work. Ignorance on the part of the Proposer will in no way relive it from responsibility to perform the work covered by the proposal in compliance with all such laws, ordinances and regulations.

SECTION 4. QUALIFICATIONS OF PROPOSER. The contract, if awarded, will only be awarded to a responsible Proposer who is qualified by experience and licensing to do the work specified herein. The Proposer shall submit with its proposal satisfactory evidence of experience in similar work and show that it is fully prepared to complete the work to the satisfaction of the Authority.

SECTION 5. SUBMISSION OF ONLY ONE PROPOSAL. Proposers shall be disqualified and their proposals rejected if the Authority has reason to believe that collusion may exist among the Proposers, the Proposer has defaulted on any previous contract or is in arrears on any previous or existing contract, or for failure to demonstrate proper licensure and business organization.

SECTION 6. SUBMISSION OF PROPOSAL. Submit one (1) hard copy and one (1) electronic copy of the Proposal Documents, and other requested attachments at the time and place indicated herein, which shall be enclosed in an opaque sealed envelope, marked with the title "Auditing Services - Osceola County Housing Finance Authority" on the face of it.

SECTION 7. MODIFICATION AND WITHDRAWAL. Proposals may be modified or withdrawn by an appropriate document duly executed and delivered to the place where proposals

are to be submitted at any time prior to the time and date the proposals are due. No proposal may be withdrawn after opening for a period of ninety (90) days.

SECTION 8. PROPOSAL DOCUMENTS. The proposal documents shall consist of the notice announcing the request for proposals, these instructions, the Evaluation Criteria Sheet and a proposal with all required documentation pursuant to Section 12 of these instructions (the “Proposal Documents”).

SECTION 9. PROPOSAL. In making its proposal, each Proposer represents that it has read and understands the Proposal Documents and that the proposal is made in accordance therewith.

SECTION 10. BASIS OF AWARD/RIGHT TO REJECT. The Authority reserves the right to reject any and all proposals, make modifications to the work, and waive any informalities or irregularities in proposals as it is deemed in the best interests of the Authority.

SECTION 11. CONTRACT AWARD. Within fourteen (14) days of receipt of the Notice of Award from the Authority, the Proposer shall enter into and execute a Contract (engagement letter) with the Authority.

SECTION 12. LIMITATION OF LIABILITY. Nothing herein shall be construed as or constitute a wavier of Authority’s limited waiver of liability contained in section 768.28, Florida Statutes, or any other statute or law.

SECTION 13. MISCELLANEOUS. All proposals shall include the following information in addition to any other requirements of the proposal documents.

- A. List position or title of all personnel to perform work on the Authority audit. Include resumes for each person listed: list years of experience in present position for each party listed and years of related experience.
- B. Describe proposed staffing levels, including resumes with applicable certifications.
- C. Three references from projects of similar size and scope. The Proposer should include information relating to the work it conducted for each reference as well as a name, address and phone number of a contact person.
- D. The cost of the provision of the services under the proposal for Fiscal Year 2026, 2027, 2028, 2029 and 2030. The Authority intends to enter into five (5) separate one-year agreements.
- E. Provide a proposed schedule for performance of audit.

SECTION 14. PROTESTS. Any protest regarding the Proposal Documents, must be filed in writing, at the offices of the Authority Manager, within seventy-two (72) hours after the receipt of the documents. The formal protest setting forth with particularity the facts and law upon which the protest is based shall be filed within seven (7) calendar days after the initial

notice of protest was filed. Failure to timely file a notice of protest or failure to timely file a formal written protest shall constitute a waiver of any right to object or protest with respect to aforesaid plans, specifications or contract documents.

SECTION 15. EVALUATION OF PROPOSALS. The criteria to be used in the evaluation of proposals are presented in the Evaluation Criteria Sheet, contained within the Proposal Documents.

AUDITOR SELECTION EVALUATION CRITERIA

1. *Ability of Personnel.* (20 Points)

(E.g., geographic locations of the firm's headquarters or permanent office in relation to the project; capabilities and experience of key personnel; present ability to manage this project; evaluation of existing work load; proposed staffing levels, etc.)

2. *Proposer's Experience.* (20 Points)

(E.g. past record and experience of the Proposer in similar projects; volume of work previously performed by the firm; past performance for other Community Development Districts in other contracts; character, integrity, reputation, of respondent, etc.)

3. *Understanding of Scope of Work.* (20 Points)

Extent to which the proposal demonstrates an understanding of the District's needs for the services requested.

4. *Ability to Furnish the Required Services.* (20 Points)

Extent to which the proposal demonstrates the adequacy of Proposer's financial resources and stability as a business entity necessary to complete the services required (E.g. the existence of any natural disaster plan for business operations).

5. *Price.* (20 Points)

Points will be awarded based upon the price bid for the rendering of the services and reasonableness of the price to the services.

SECTION B

**OSCEOLA COUNTY
HOUSING FINANCE AUTHORITY
REQUEST FOR PROPOSALS FOR ANNUAL AUDIT SERVICES**

The Osceola County Housing Finance Authority hereby requests proposals for annual financial auditing services. The proposal must provide for the auditing of the Authority's financial records for the Fiscal Year ending September 30, 2026, with an option for four additional annual renewals. The Authority is a local housing finance authority created by Osceola County Ordinance 81-4 pursuant to Chapter 159, Part I, Florida Statutes, for the purpose of alleviating a shortage of housing and providing capital for investment in housing in the County. The Authority is located in Osceola County and has a general administrative operating fund.

The Auditing entity submitting a proposal must be duly licensed under Chapter 173, Florida Statutes, and be qualified to conduct audits in accordance with "Government Auditing Standards," as adopted by the Florida Board of Accountancy Audits shall be conducted in accordance with Florida Law and particularly Section 218.39, Florida Statutes, and the rules of the Florida Auditor General.

Proposal packages, which include evaluation criteria and instructions to proposers, are available from the Authority Manager at the address and telephone number listed below.

Proposers must provide one (1) hard copy and one (1) electronic copy of their proposal to GMS - CF, LLC, Authority Manager, 219 E. Livingston Street, Orlando, FL 32801, telephone (407) 841-5524, in an envelope marked on the outside **"Auditing Services - Osceola County Housing Finance Authority."** Proposals must be received by, **Friday, November 21, 2025 at 2:00 P.M.**, at the office of the Authority Manager. Please direct all questions regarding this Notice to the Authority Manager.

George S. Flint
Authority Manager
Governmental Management Services - Central Florida, LLC