

RESOLUTION NO. 2022-453

A RESOLUTION OF THE BOARD OF COUNTY COMMISSIONERS OF ST. JOHNS COUNTY, FLORIDA APPROVING THE ISSUANCE BY THE HOUSING FINANCE AUTHORITY OF ST. JOHNS COUNTY, FLORIDA, OF ITS MULTIFAMILY MORTGAGE REVENUE BONDS, SERIES 2022 (OAKS AT ST. JOHN), IN AN AGGREGATE PRINCIPAL AMOUNT NOT EXCEEDING \$21,500,000, THE PROCEEDS OF WHICH WILL BE LOANED TO PONTE VEDRA BEACH LEASED HOUSING ASSOCIATES I, LLLP, A MINNESOTA LIMITED LIABILITY LIMITED PARTNERSHIP (THE "BORROWER"), FOR THE PURPOSE OF FINANCING A PART OF THE COSTS OF THE ACQUISITION, REHABILITATION AND DEVELOPMENT OF A MULTIFAMILY RENTAL HOUSING DEVELOPMENT TO BE LOCATED IN ST. JOHNS COUNTY, FLORIDA, TO BE OWNED AND OPERATED BY THE BORROWER, AS DESCRIBED HEREIN; ALL PURSUANT TO CHAPTER 159, PART IV, FLORIDA STATUTES, AS AMENDED.

BE IT RESOLVED BY THE BOARD OF COUNTY COMMISSIONERS OF ST. JOHNS COUNTY, FLORIDA:

SECTION 1. FINDINGS. It is hereby ascertained, determined and declared that:

A. The Housing Finance Authority of St. Johns County, Florida (the "Authority") has been created to act as the sole housing finance authority for St. Johns County, Florida (the "County") and is a public body corporate and politic, duly organized and existing under the provisions of Chapter 159, Part IV, Florida Statutes, as amended (the "Act"), Ordinance 80-7 enacted by the Board of County Commissioners of St. Johns County, Florida (the "Board") on February 26, 1980, as amended (the "County HFA Ordinance"), and Resolution 80-25 adopted by the Board on March 11, 1980, as amended (the "County HFA Resolution").

B. Ponte Vedra Beach Leased Housing Associates I, LLLP, a Minnesota limited liability limited partnership (the "Borrower") has requested that the Authority issue its Multifamily Mortgage Revenue Bonds, Series 2022 (Oaks at St. John), in one or more tax exempt or taxable series, with an aggregate principal amount not to exceed \$21,500,000 (the "Bonds"), to finance or refinance (including through reimbursement) the acquisition, rehabilitation and development of an approximately 160-unit multifamily rental housing development, to be known as Oaks at St. John, to be constructed on an approximately 23.93-acre site located at 210 Nettles Lane, Ponte Vedra Beach, Florida 32081 in an unincorporated area of St. Johns County, Florida (collectively, the "Project").

C. On December 9, 2021, following a public hearing held by the Authority concerning the Project, the Authority adopted a resolution (the "Preliminary Resolution") confirming its

intention to approve at a later date the issuance of the Bonds in order to finance or refinance a part of the costs of the Project, subject to the satisfaction of certain conditions, and recommending that the Board preliminarily approve the issuance of the Bonds in order to finance or refinance a part of the costs of the Project. The Preliminary Resolution is attached hereto as Exhibit A.

D. A notice of public hearing, inviting written and oral comments and discussions concerning the issuance of the Bonds in an aggregate amount not to exceed \$21,500,000 to finance or refinance the acquisition, rehabilitation and equipping of the Project, was published in The St. Augustine Record, a newspaper of general circulation within the County at least seven (7) days in advance of such hearing.

E. Pursuant to such notice of public hearing, the Authority held a public hearing concerning the issuance of the Bonds in an aggregate amount not to exceed \$21,500,000 to finance or refinance the acquisition, rehabilitation and equipping of the Project at least seven (7) days after publishing the notice of public hearing pursuant to Section 147(f) of the Code.

F. Following such public hearing, the Authority adopted a resolution (the "Bond Resolution") authorizing the issuance of the Bonds in order to finance or refinance a portion of the costs of the Project and the execution and delivery of various documents in connection therewith. A copy of the Bond Resolution is attached hereto as Exhibit B and incorporated herein by reference.

G. In the Bond Resolution, the Authority has recommended and requested that the Board approve the issuance of the Bonds, in order to satisfy the requirements of the County HFA Ordinance, the County HFA Resolutions, the Act and Section 147(f) of the Code.

H. The Preliminary Resolution and the Bond Resolution show that the Project will serve significant public purposes as provided in the Act.

I. The purposes of the Act will be effectively served, and it is necessary and desirable and in the best interest of the County that the issuance of the Bonds by the Authority be approved by the Board.

SECTION 2. APPROVAL OF ISSUANCE OF BONDS. For purposes of the County HFA Ordinance, the County HFA Resolutions, the Act, and Section 147(f) of the Code, the Board hereby approves the issuance of the Bonds by the Authority to finance or refinance a part of the costs of the Project. The Authority is hereby directed to ensure that prior to the issuance of the Bonds each of the following shall occur:

A. The Authority is assured that the project that is being financed with the Bond proceeds is a project that may be financed under the authority of Section 159.612, Florida Statutes, as amended; that the Bonds are issued in a manner authorized by Section 159.613 Florida Statutes, as amended; and that the interest rate borne by the Bonds complies with the maximum interest rate provisions of Section 215.84, Florida Statutes, as amended.

B. The Bonds contain on their face the statement required by Section 159.612(4), Florida Statutes, as amended, and includes a statement to the effect that neither the faith and credit

nor the taxing power of the Authority or of the County, or the State of Florida, or any political subdivision thereof is pledged to the payment of the principal of, premium, if any, or interest on the Bonds.

C. The Authority receives an opinion from the attorney that represents the Authority as Authority's counsel for the issuance of the Bonds, dated its date of issuance, that has the effect of confirming the Authority has full power and authority to execute and deliver each of the documents that are signed by the Authority in connection with the issuance of the Bonds and that the Authority has full power and authority to perform the Authority's obligations under each such document; that the Authority has full power and authority to issue and deliver the Bonds; and that the Authority's execution and delivery of, and compliance with the terms and conditions of, the Bonds and the related documents will not violate or conflict with any provision of the Constitution of the State of Florida, any applicable Florida statute or this Resolution and will not conflict with or cause a breach of any contract, agreement, or other instrument to which the Authority is a party.

SECTION 3. NO ENDORSEMENT BY COUNTY. The approvals given herein shall not be construed as (A) an endorsement of the creditworthiness of the Borrower or the financial viability of the Project, (B) a recommendation to hold or purchase the Bonds, (C) an evaluation of the likelihood of the repayment of the debt service on the Bonds, or (D) approval of any necessary rezoning applications or approval or acquiescence to the alteration of existing zoning or land use nor approval for any other regulatory permits relating to the Project, and the Board shall not be construed by reason of its adoption of this Resolution to make any such endorsement, finding or recommendation or to have waived any right of the Board or estopping the Board from asserting any rights or responsibilities it may have in such regard.

SECTION 4. OTHER ACTION. The officers of the County are hereby authorized and directed to execute and deliver, or approve the execution and delivery of, such other documents and to take or approve the taking of such other actions as may be advised by the County's counsel or Foley & Lardner LLP, Bond Counsel, to be appropriate in connection with the issuance of the Bonds as contemplated by this Resolution.

SECTION 5. REPEALING CLAUSE. All resolutions or orders and parts thereof in conflict herewith, to the extent of such conflict, are hereby superseded and repealed.

SECTION 6. EFFECT OF TYPOGRAPHICAL AND/OR ADMINISTRATIVE ERRORS. To the extent that there are typographical and/or administrative errors and/or omissions that do not change the tone, tenor, or context of this Resolution, then this Resolution may be revised without subsequent approval of the Board.

SECTION 7. EFFECTIVE DATE. This Resolution shall take effect immediately.

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PASSED AND ADOPTED this 6th day of December, 2022.

BOARD OF COUNTY
COMMISSIONERS, ST. JOHNS
COUNTY, FLORIDA

By: 
Christian Whitehurst, Chair

(OFFICIAL SEAL)

ATTEST: Brandon J. Patty, Clerk of
the Circuit Court and Comptroller

By: 
Deputy Clerk

Rendition Date DEC 08 2022



EXHIBIT A
PRELIMINARY RESOLUTION

RESOLUTION 2021- 03

A RESOLUTION OF THE HOUSING FINANCE AUTHORITY OF ST. JOHNS COUNTY, FLORIDA ("THE AUTHORITY") EXPRESSING THE INTENT OF THE AUTHORITY TO PROCEED WITH THE ISSUANCE OF ITS NOT TO EXCEED \$21,500,000 MULTIFAMILY HOUSING REVENUE OBLIGATIONS, IN ONE OR MORE SERIES, THE PROCEEDS OF WHICH WILL BE LOANED TO PONTE VEDRA BEACH LEASED HOUSING ASSOCIATES I, LLLP, A MINNESOTA LIMITED PARTNERSHIP, TO FINANCE OR REFINANCE (INCLUDING THROUGH REIMBURSEMENT) ALL OR A PORTION OF THE COST OF THE ACQUISITION, REHABILITATION AND EQUIPPING OF A MULTIFAMILY HOUSING PROJECT TO BE KNOWN AS THE OAKS AT ST. JOHN; RECOMMENDING THAT THE BOARD OF COUNTY COMMISSIONERS OF ST. JOHNS COUNTY, FLORIDA APPROVE, SOLELY FOR PURPOSES OF SECTION 147(F) OF INTERNAL REVENUE CODE OF 1986, AS AMENDED, THE ISSUANCE BY THE AUTHORITY OF THE MULTIFAMILY HOUSING REVENUE OBLIGATIONS TO FINANCE OR REFINANCE ALL OR A PORTION OF THE COSTS OF THE PROJECT; AND ESTABLISHING AN EFFECTIVE DATE.

WHEREAS, the Housing Finance Authority of St. Johns County, Florida (the "Authority") has determined that there exists a shortage of safe and sanitary housing for persons and families of low, moderate and middle income, within St. Johns County, Florida (the "County"); and

WHEREAS, safe and sanitary housing for persons and families of low, moderate and middle income within the County will be preserved by the acquisition, rehabilitation and equipping by a private owner of a multifamily rental housing development, to be occupied by persons or families of low, moderate or middle income, to consist of approximately 160 units, on an approximately 23.93-acre site located at 210 Nettles Lane, Ponte Vedra Beach, Florida 32081 in an unincorporated area of St. Johns County, Florida, to be known as The Oaks at St. John (the "Project"); and to be owned by Ponte Vedra Beach Leased Housing Associates I, LLLP, a Minnesota limited partnership (the "Borrower"); and

WHEREAS, in order to provide for a portion of the financing or refinancing (including through reimbursement) for the acquisition, rehabilitation and equipping of the Project, the Authority intends to issue its tax-exempt multifamily housing revenue obligations for the benefit of the Borrower, in one or more series or issues, at the same time or at different times in a total aggregate principal amount currently estimated not to exceed \$21,500,000 (herein the "Bonds"), and to enter into a borrower loan or financing agreement, a trust indenture or funding loan agreement, a tax regulatory agreement, land use restriction agreement and/or other necessary documents with respect to the Project; and

WHEREAS, on December 1, 2021, the Authority published notice (the "TEFRA Notice") in *The St. Augustine Record* (a copy of said notice is attached hereto as Exhibit A and incorporated

herein) of its intent to conduct a public hearing (a "TEFRA Hearing") at its December 9, 2021 meeting regarding the location and nature of the Project and proposed issuance of the Bonds by the Authority in accordance with the requirements of the Tax Equity and Fiscal Responsibility Act of 1982 ("TEFRA") and Section 147(f) of the Internal Revenue Code of 1986, as amended (the "Code") to be held by the Authority at its meeting on December 9, 2021, regarding the location and nature of the Project and the proposed issuance of the Bonds by the Authority, in accordance with the requirements of TEFRA and Section 147(f) of the Code; and

WHEREAS, the TEFRA Hearing was held by the Authority, which hearing provided a reasonable opportunity for interested individuals to express their views, both orally and in writing, on the proposed issue of the Bonds and the location and nature of the Project, and was held in a location which, under the facts and circumstances, was convenient for residents of the County;

WHEREAS, the TEFRA Notice was reasonably designed to inform residents of the affected governmental units, including the County, of the proposed issue, stated that the Authority would be the issuer of the Bonds, and the time and place for the hearing and the other information required by the Code; and the 7-day period was adequate for notice to be brought to the attention of all interested persons and provided sufficient time for interested persons to prepare for and to express their views at such hearing as it equals or exceeds the normal periods for notices of public hearings conducted by the members of the Authority and various agencies of the State;

NOW, THEREFORE, BE IT RESOLVED by the members of the Housing Finance Authority of St. Johns County, Florida, a lawful quorum of which duly assembled, as follows:

SECTION 1. The recitals above are incorporated into the body of this Resolution.

SECTION 2. The Project will inure to the benefit of the citizens of St. Johns County, Florida.

SECTION 3. The publication of the TEFRA Notice in advance of the TEFRA Hearing is hereby ratified.

SECTION 4. Upon consideration of the Project information presented to the Authority at or prior to the adoption of this Resolution, including the information and views presented at the foresaid TEFRA Hearing:

(a) The Authority hereby expresses its intention to approve at a later date, by appropriate resolution, the financing of a loan to the Borrower in order to finance the development of the Project through the issuance of the Bonds and the execution of the necessary documents, including a trust indenture or funding loan agreement, borrower loan or financing agreement, tax regulatory agreement, land use restriction agreement and/or such other documents as the Authority deems necessary to effect the tax exempt issuance of the Bonds; provided that, the Borrower shall have delivered to the Authority evidence satisfactory to the Authority, in its sole discretion, that (i) the Borrower and the Project have complied with the applicable program policies and requirements of the Authority and (ii) the Project will meet the physical requirements for a "qualified residential rental project" under the Code and applicable state and local requirements;

provided further, however, such Bonds shall not be issued unless the Bonds, if publicly offered, (A) are rated at least "BBB" or equivalent (without regard to gradations or modifiers) or better by any or all of the following rating agencies providing such rating: S&P Global Ratings, Moody's Investors Service, Inc. or Fitch Ratings Inc., or if not so rated, (B) are sold by private placement to institutional investors. (i) confirms its intention to approve, by appropriate resolution at a later date, upon the satisfaction of certain conditions as set forth in this Intent Resolution, the issuance of the Bonds by the Authority in order to finance the Project, and

(b) The Authority hereby recommends that the Board of County Commissioners of St. Johns County, Florida (the "County Commission") approve, solely for the purposes of Section 147(f) of the Code, the issuance of the Bonds in order to finance or refinance all or a part of the costs of the Project.

SECTION 5. This Resolution shall constitute a declaration of the official intent of the Authority, within the contemplation of Section 1.150-2 of the Income Tax Regulations promulgated by the Department of the Treasury, to permit the Borrower to use proceeds of the Bonds to reimburse itself for certain acquisition, rehabilitation, equipping, planning, design, legal or other costs and expenses originally paid by the Borrower in connection with the Project with funds other than proceeds of the Bonds prior to the issuance of the Bonds (the "Advanced Funds").

The Borrower has represented to the Authority that all of the expenditures initially to be made with the Advanced Funds and then to be reimbursed by the Borrower from proceeds of the Bonds will be for costs of a type properly chargeable to the capital account of the Project under general income tax principles, non-recurring working capital expenditures (of a type not customarily payable from current revenues), or costs of issuing the Bonds. Other than any "preliminary expenditures" for architectural, engineering, surveying, soil testing, costs of issuing the Bonds or similar purposes that may have been paid more than sixty (60) days prior to the date of this Resolution, no expenditures to be reimbursed have been paid more than sixty (60) days earlier than the date of this Resolution.

SECTION 6. The intent period for the Project shall have a term of two (2) years from the date of adoption of this Resolution (the "Intent Period"). The Intent Period is subject to extension by the Authority upon compliance by the Borrower of certain requirements established by the Authority, including the payment of an additional fee to the Authority and bond counsel prior to the extension of the Intent Period.

SECTION 7. The Bonds shall not be issued by the Authority unless the County Commission shall have approved the issuance of the Bonds by the Authority and the documentation therefor as required by Section 11 of Ordinance 80-7 enacted by the County Commission on February 26, 1980, as amended, and Section 7 of Resolution 80-25 adopted by the County Commission on March 11, 1980, as amended.

SECTION 8. It is expressly stated and agreed that the adoption of this Resolution is not a guaranty, express or implied, that the Authority shall approve the closing and issue its Bonds for the Project. The Borrower shall hold the Authority and its past, present and future members, officers, staff, attorneys, financial advisors, and employees harmless from any liability or claim

based upon the failure of the Authority 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, the issuance of the Bonds except for the gross negligence and willful and wanton misconduct of the Authority.

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

SECTION 10. All resolutions and orders or parts thereof, of the Authority, in conflict herewith are, to the extent of such conflict, hereby modified to the extent of such conflict, and this Resolution shall take effect from and after its passage, the public welfare requiring it.

SECTION 11. It is found and determined that all formal actions of this Authority concerning and relating to the adoption of this Resolution were taken in an open meeting of the members of this Authority and that all deliberations of the members of this Authority and of its committees, if any, which resulted in such formal action were taken in meetings open to the public, in full compliance with all legal requirements.

This Resolution shall become effective immediately upon its adoption. The presiding officer declared said Resolution adopted and approved in open meeting.

PASSED AND ADOPTED this 9th day of December, 2021.

**HOUSING FINANCE AUTHORITY OF
ST. JOHNS COUNTY, FLORIDA**

(SEAL)

By: 
Michael O'Donnell, Chair

ATTEST:

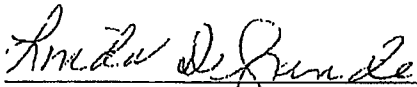

Linda DeGrande, Secretary

EXHIBIT B
BOND RESOLUTION

RESOLUTION NO. 22-01

A RESOLUTION OF THE HOUSING FINANCE AUTHORITY OF ST. JOHNS COUNTY, FLORIDA (THE "AUTHORITY") PROVIDING FOR THE SALE, ISSUANCE AND DELIVERY BY THE AUTHORITY OF ITS MULTIFAMILY HOUSING REVENUE BONDS, SERIES 2022 (OAKS AT ST. JOHN), IN ONE OR MORE TAX EXEMPT OR TAXABLE SERIES OR SUBSERIES, IN AN AGGREGATE PRINCIPAL AMOUNT NOT TO EXCEED \$21,500,000 (THE "BONDS"), FOR THE PURPOSE OF MAKING A LOAN OR LOANS TO PONTE VEDRA BEACH LEASED HOUSING ASSOCIATES I, LLLP TO FINANCE OR REFINANCE THE ACQUISITION, REHABILITATION, INSTALLATION AND EQUIPPING OF A MULTIFAMILY RENTAL HOUSING FACILITY FOR FAMILIES OF LOW, MODERATE AND MIDDLE INCOME RESIDENTS IN ST. JOHNS COUNTY, FLORIDA; APPROVING THE FORM OF AND AUTHORIZING THE EXECUTION AND DELIVERY OF THE TRUST INDENTURE, THE LOAN AGREEMENT, THE LAND USE RESTRICTION AGREEMENT, THE BONDS AND OTHER DOCUMENTS IN CONNECTION WITH THE ISSUANCE AND DELIVERY OF THE BONDS; AUTHORIZING A NEGOTIATED SALE OF THE BONDS; AND APPROVING THE CONDITIONS AND CRITERIA FOR SUCH SALE; AUTHORIZING THE EXECUTION AND DELIVERY OF A BOND PURCHASE AGREEMENT WITH RESPECT TO THE BONDS; APPROVING THE FORM OF A PRELIMINARY OFFICIAL STATEMENT; AUTHORIZING ITS DISTRIBUTION IN CONNECTION WITH THE SALE OF THE BONDS AND AUTHORIZING THE DISTRIBUTION OF A FINAL OFFICIAL STATEMENT; DESIGNATING AMERINAT AS THE INITIAL ISSUER SERVICER AND COMPLIANCE AGENT; ACCEPTING THE DRAFT CREDIT UNDERWRITING REPORT; AUTHORIZING THE OFFICERS OF THE AUTHORITY TO TAKE ALL ACTIONS REQUIRED IN CONNECTION WITH ISSUANCE OF THE BONDS; PROVIDING CERTAIN OTHER DETAILS IN CONNECTION THEREWITH; AND PROVIDING AN EFFECTIVE DATE.

BE IT RESOLVED BY THE HOUSING FINANCE AUTHORITY OF ST. JOHNS COUNTY, FLORIDA (THE "AUTHORITY"), THAT:

SECTION 1. AUTHORITY. This Resolution is adopted pursuant to the Constitution of the State of Florida, the Housing Finance Authority Law, Part IV of Chapter 159, Florida Statutes, as amended, Ordinance 80-7 (the "County HFA Ordinance") enacted by the Board of County Commissioners of St. Johns County, Florida (the "County Board") on February 26, 1980, as amended, and Resolution 80-25 (the "County HFA Resolution") adopted by the County Board on March 11, 1980, as amended (collectively, the "Act").

SECTION 2. FINDINGS. The Authority has found and determined and does hereby declare that:

A. The Authority, at the request of Ponte Vedra Beach Leased Housing Associates I, LLLP, a Minnesota limited liability limited partnership (the "Borrower"), has determined to issue its Multifamily Housing Revenue Bonds, Series 2022 (Oaks at St. John) (the "Bonds") in an aggregate principal amount not to exceed \$21,500,000, in one or more tax-exempt or taxable series, pursuant to various loan documents, including without limitation, a Trust Indenture, substantially in the form attached hereto as **Exhibit A** (the "Trust Indenture"), to be entered into between the Authority and U.S. Bank Trust Company, National Association (the "Trustee"), to make a loan of the proceeds thereof to the Borrower (the "Loan") pursuant to a Loan Agreement, substantially in the form attached hereto as **Exhibit B** (the "Loan Agreement"), to be entered into among the Authority and the Borrower, in order to finance or refinance, including through reimbursement, the acquisition, rehabilitation and equipping of a multifamily residential rental facility to be located in St. Johns County, Florida (the "Project").

B. In order to ensure that the use and operation of the Project are in compliance with the Act, the Code and the Authority's requirements and that the interest on the Bonds is excludable from gross income of the holders thereof for federal income tax purposes, the Authority, the Borrower and the Trustee will enter into a Land Use Restriction Agreement, substantially in the form attached hereto as **Exhibit C** (the "Land Use Restriction Agreement").

C. The Loan will be evidenced by a Promissory Note (the "Note") from the Borrower to the Trustee, on behalf of the Authority.

D. Colliers Securities LLC, a Delaware limited liability company (the "Underwriter"), has agreed to submit to the Authority and the Borrower an offer to purchase the Bonds in substantially the form of the Bond Purchase Agreement attached hereto as **Exhibit D** (the "Bond Purchase Agreement"), upon terms acceptable to the Authority and the Borrower as hereinafter authorized, and it is necessary and appropriate to authorize a negotiated sale of the Bonds to the Underwriter and to authorize the execution and delivery of the Bond Purchase Agreement upon the terms hereinafter provided.

E. In connection with the negotiated sale of the Bonds, the Authority desires to approve the use and distribution by the Underwriter of the Preliminary Official Statement substantially in the form attached hereto as **Exhibit E** (the "Preliminary Official Statement"), and desires to authorize the distribution of a final Official Statement substantially in the form of the Preliminary Official Statement prior to the issuance and delivery of the Bonds.

F. To provide security for the payment of certain indemnification and recourse obligations related to the Project, the Borrower and certain affiliates (collectively, the "Guarantors") will execute and deliver such guaranties as may be required in connection with the issuance of the Bonds (collectively, the "Guaranties").

G. The Authority desires to engage AmeriNat®, a Minnesota limited liability company ("AmeriNat"), to service the Loan on behalf of the Authority pursuant to a Construction Loan and Mortgage Servicing Agreement (the "Construction Loan and Mortgage Servicing

Agreement”), and to monitor compliance with the requirements of the Land Use Restriction Agreement and the Code pursuant to a Compliance Monitoring Agreement (the “Compliance Monitoring Agreement”).

H. AmeriNat (the “Servicer”) will deliver to the Authority a draft Credit Underwriting Report with respect to the Project (the “Credit Underwriting Report”) and the Authority has determined to accept the draft Credit Underwriting Report and delegate to the Chair or Vice Chair the authority to approve the final Credit Underwriting Report upon consultation with the Financial Advisor and Bond Counsel.

I. Within the County there is a shortage of housing available at prices or rentals which many persons and families can afford and a shortage of capital for investment in such housing. This shortage constitutes a threat to the health, safety, morals and welfare of the residents of the County, deprives the County of an adequate tax base, and causes the County to make excessive expenditures for crime prevention and control, public health, welfare and safety, fire and accident protection, and other public services and facilities.

J. The shortage of capital and housing cannot be relieved except through the encouragement of investment by private enterprise and the stimulation of construction and rehabilitation of housing through the use of public financing.

K. The Project and the financing of the acquisition, rehabilitation and equipping thereof will serve the purposes of the Act and the Project constitutes a “qualifying housing development” under the Act.

L. Adequate provision has been made or will be made in the documents attached hereto for the Loan by the Authority to the Borrower to finance the acquisition, rehabilitation and equipping of the Project, and for the operation, repair and maintenance of the Project at the expense of the Borrower and for the repayment by the Borrower of the Loan in installments sufficient to pay the principal of and the interest on the Bonds and all costs and expenses relating thereto.

M. The Authority is not obligated to pay the Bonds except from the payments received from the Borrower under the Loan Agreement. Neither the faith, revenues, credit nor taxing power of the State of Florida or any agency, subdivision or local government thereof, including the County, is pledged to the payment of the principal of, premium (if any), or interest on the Bonds. The Authority has no taxing power.

N. The Borrower has represented to the Authority that the Underwriter has indicated its willingness to purchase the Bonds through a negotiated, limited offering pursuant to the Bond Purchase Agreement. A negotiated sale of the Bonds is necessary and in the best interests of the Authority for the following reasons: (1) the Bonds will be a special limited obligation of the Authority payable from amounts derived from the payments by the Borrower pursuant to the Trust Indenture, the Loan Agreement and certain other funds and collateral pledged therefor, as applicable; (2) the Borrower will be required to pay all costs of the Authority in connection with the issuance of the Bonds and the administration of the Project and to operate and maintain the Project at the Borrower’s own expense; (3) the costs of issuance of the Bonds,

which must be borne directly or indirectly by the Borrower, would most likely be greater if the Bonds are sold at a public sale by competitive bids than if the Bonds are sold at a negotiated sale; (4) the necessity of complying with certain requirements of the Internal Revenue Code of 1986, as amended (the "Code"), it is essential that the Authority and the Borrower have maximum flexibility in structuring the Bonds, which flexibility would not be possible in competitive bidding; (5) there is no basis, considering prevailing market conditions, for any expectation that the terms and conditions of a sale of the Bonds at public sale by competitive bids would be any more favorable than at a negotiated sale; and (6) multifamily housing revenue bonds which have the characteristics of the Bonds are typically sold at negotiated sale under prevailing market conditions.

O. Because of the nature and character of the Bonds, the security pledged therefor, the size and complexity of the financing and for the reasons stated above, it is in the best interest of the Authority that the Bonds be sold pursuant to a negotiated, limited offering and not at public bid, in one or more tax exempt or taxable series, in the aggregate principal amount of not to exceed \$21,500,000, upon the conditions provided herein and the Bond Purchase Agreement, and upon delivery by the Underwriter of respective disclosure statements containing the information and truth-in-bonding statements required by Section 218.385, Florida Statutes.

P. On December 21, 2021, the County Board approved the issuance of the Bonds by the Authority in an aggregate amount not to exceed \$21,500,000 in order to finance or refinance the Project, for purposes of Section 147(f) of the Code.

Q. On January 3, 2022, the Authority received from the State of Florida Division of Bond Finance a 2022 private activity bond volume cap allocation in the amount of at least \$21,500,000 for the issuance of the Bonds to finance or refinance the acquisition, rehabilitation and equipping of the Project.

R. In the unanticipated event that the Bonds are not issued prior to December 21, 2022, a new approval of the County Board will be required for purposes of Section 147(f) of the Code. Accordingly, for purposes of Section 147(f) of the Code, a new approval of the issuance of the Bonds has been requested by the Borrower.

S. On November 10, 2022, a notice of public hearing, inviting written and oral comments and discussions concerning the issuance of the Bonds in an aggregate amount not to exceed \$21,500,000 to finance or refinance the acquisition, rehabilitation and equipping of the Project, was published in The St. Augustine Record, a newspaper of general circulation within the County. A copy of the affidavit of the publisher relating to such publication is attached hereto as **Exhibit F** ("TEFRA Notice").

T. On November 17, 2022, the Authority held a public hearing concerning the issuance of the Bonds in an aggregate amount not to exceed \$21,500,000 to finance or refinance the acquisition, rehabilitation and equipping of the Project.

U. Subject to the conditions set forth herein and the approval of the County Board for purposes of the County HFA Ordinance, the County HFA Resolution and all conditions

precedent to the issuance of the Bonds have been satisfied or will be satisfied prior to or simultaneously with the delivery of the Bonds.

SECTION 3. APPROVAL OF ISSUANCE OF BONDS. For the purpose of making the Loan to the Borrower, subject to the satisfaction of the conditions herein and in the Credit Underwriting Report to the satisfaction of AmeriNat, the issuance of the Bonds in the aggregate principal amount of not to exceed \$21,500,000 is hereby authorized. Subject to the criteria set forth herein, the Bonds shall be issued upon the terms, including the dated date, interest rate, maturity and optional and mandatory redemption provisions therefor, as set forth in the Trust Indenture. The series designation for the Bonds may be changed to reflect the calendar year in which it is issued if not issued in calendar year 2022.

SECTION 4. APPROVAL OF THE TRUST INDENTURE. The form of the Trust Indenture attached hereto as **Exhibit A** is hereby approved, subject to such changes, insertions, and omissions and such filling of blanks therein as may be made in such form and approved by the officers of the Authority executing the same in a manner consistent with the provisions of this Resolution, the execution and delivery thereof to be conclusive evidence of such approval. The form of the Bonds attached to the Trust Indenture as "Exhibit A" thereto, is hereby approved, subject to such changes, modifications, insertions and omissions and filling of blanks therein as may be made in such form and approved by the Borrower and the officers of the Authority executing same, such execution to be conclusive evidence of such approval. The execution and delivery of the Trust Indenture and the Bonds are hereby authorized and approved.

SECTION 5. APPOINTMENT OF TRUSTEE. U.S. Bank Trust Company, National Association, is hereby designated as the initial Trustee under the Trust Indenture.

SECTION 6. APPROVAL OF LOAN AGREEMENT AND RELATED DOCUMENTS. The form of the Loan Agreement attached hereto as **Exhibit B**, is hereby approved, subject to such changes, modifications, insertions and omissions and filling of blanks therein as may be made in such form and approved by the Borrower and the officers of the Authority executing the same, execution of the Loan Agreement to be conclusive evidence of such approval. The execution and delivery of the Loan Agreement and the documents contemplated thereby, including the assignment of the Mortgage and other security documents, are hereby authorized and approved.

SECTION 7. APPROVAL OF LAND USE RESTRICTION AGREEMENT. In order to provide for the use and operation of the Project in compliance with the Act, the requirements of the Authority and the requirements of the Code and to preserve the exclusion from gross income for federal income tax purposes of interest on the Bonds, the execution and delivery of the Land Use Restriction Agreement (the "Land Use Restriction Agreement") among the Borrower, the Authority and the Trustee are hereby authorized and approved. The form of the Land Use Restriction Agreement, attached hereto as **Exhibit C** is hereby approved, subject to such changes, modifications, insertions and deletions as may be made in such form of the Land Use Restriction Agreement and approved by the officers of the Authority executing the same, the execution and delivery thereof to be conclusive evidence of such approval.

SECTION 8. APPOINTMENT OF UNDERWRITER. Colliers Securities LLC is hereby designated as the Underwriter with respect to the Bonds.

SECTION 9. APPROVAL OF BOND PURCHASE AGREEMENT. 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 Bond Purchase Agreement is hereby approved, and the Bond Purchase Agreement among the Authority, the Underwriter, and the Borrower, is hereby approved in substantially the form attached hereto as **Exhibit D**, subject to such changes, modifications, insertions and deletions as may be made in such form of the Bond Purchase Agreement and approved by the officers of the Authority executing the same, the execution and delivery thereof to be conclusive evidence of such approval. 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 Bond Purchase Agreement as may be approved by said Chair or Vice Chair; provided, that (a) the arbitrage yield on the Bonds shall not exceed 6.0% per annum, (b) the fee to the Underwriter shall not exceed 1.0% of the original principal amount of the Bonds (inclusive of reimbursement of Underwriter's expenses, but excluding the fees and expenses of Underwriter's counsel); and (c) the parameters prescribed in Section 13 hereof shall have been met.

SECTION 10. APPROVAL OF OFFICIAL STATEMENT. The Authority hereby approves the Preliminary Official Statement relating to the Bonds in substantially the form attached hereto as **Exhibit E** and authorizes the use and distribution by the Underwriter of the Preliminary Official Statement in connection with the offering for sale of the Bonds. The Chair and the Vice Chair are each hereby authorized to make or approve insertions, modifications and changes in the Preliminary Official Statement. Each of such officers is further authorized to deem the Preliminary Official Statement "final" within the meaning of Rule 15c2-12 under the Securities Exchange Act of 1934, in the form as mailed, and in furtherance thereof to execute a certificate evidencing same. The Authority hereby approves and authorizes the preparation and distribution of a final Official Statement relating to the Bonds substantially in the form of the Preliminary Official Statement hereby approved, with such revisions as shall hereafter be approved by the Chair or Vice Chair, with such approval and authorization to be presumed by the execution of the Bonds.

SECTION 11. DESIGNATION OF SERVICER. AmeriNat is hereby designated as the Credit Underwriter and Servicer with respect to the Bonds.

SECTION 12. APPROVAL BY COUNTY BOARD. The Bonds shall not be issued unless the issuance of the Bonds by the Authority has been approved by the County Board for purposes of the County HFA Ordinance, the County HFA Resolution, and Section 147(f) of the Code, and the County Commission is hereby requesting to so approve the issuance of the Bonds by the Authority.

SECTION 13. AUTHORIZATION TO SELL BONDS. The Chair or Vice Chair is hereby authorized to award the sale of the Bonds to the Underwriter; provided that (A) the Bonds

shall be issued in the aggregate principal amount of not to exceed \$21,500,000, (B) the Bonds shall bear interest initially at a rate or rates of not to exceed the rate computed by adding 300 basis points to the Bond Buyer "20 Bond Index" published immediately preceding the first day of the calendar month in which the Bonds are sold, and (C) the Bonds shall mature not later than 40 years from the date of issuance thereof.

SECTION 15. ACCEPTANCE OF DRAFT CREDIT UNDERWRITING REPORT.

The draft Credit Underwriting Report with respect to the acquisition, rehabilitation and development of the Project delivered to the Authority by AmeriNat, is hereby accepted. The Authority hereby delegates to the Chair or Vice Chair of the Authority the authorization to accept the final Credit Underwriting Report, after consultation with bond counsel and the Authority's financial advisor, with such changes from the draft Credit Underwriting Report as shall be approved by such officers of the Authority, execution and delivery of the Bonds to be conclusive evidence of the acceptance of such final Credit Underwriting Report.

SECTION 16. AUTHORIZATIONS.

A. The Chair or the Vice Chair of the Authority and, to the extent provided therein, the Executive Director, the Secretary or any Assistant Secretary of the Authority are hereby authorized and empowered on behalf of the Authority to execute and deliver or approve the Bonds, the Trust Indenture, the Loan Agreement, the Land Use Restriction Agreement, the Bond Purchase Agreement, the Official Statement, and any guaranties provided by or on behalf of the Borrower, and the Compliance Monitoring Agreement and Mortgage Servicing Agreement in each case which shall be deemed necessary and desirable in connection with the issuance of the Bonds, and to execute and deliver any other documents contemplated by the foregoing, in each case subject to such changes and modifications from the forms approved herein, as either of such officers may approve, such execution to be conclusive evidence of any such approval, and to affix thereto or impress thereon the seal of the Authority, if applicable.

B. The officers, employees and agents of the Authority are hereby authorized and directed to do all acts and things required by the provisions of this Resolution and the documents authorized herein, as may be necessary in connection with the issuance of the Bonds or as otherwise may be necessary or desirable to effectuate the purpose and intent of this Resolution. The Chair or Vice Chair and the Secretary or any Assistant Secretary of the Authority are each hereby designated as the primary officers of the Authority charged with the responsibility of issuing the Bonds.

SECTION 17. NO PERSONAL LIABILITY. No representation, statement, covenant, warranty, stipulation, obligation or agreement herein contained, or contained in the Bonds, the Trust Indenture, the Loan Agreement, the Bond Purchase Agreement or any certificate or other document or instrument to be executed on behalf of the Authority in connection with the issuance of the Bonds, shall be deemed to be a representation, statement, covenant, warranty, stipulation, obligation or agreement of any member, officer, employee or agent of the Authority in his or her individual capacity, and none of the foregoing persons nor any officer of the Authority executing the Bonds, the Trust Indenture, the Loan Agreement, the Bond Purchase Agreement or any certificate or other document or instrument to be executed in connection with the issuance of the

Bonds shall be liable personally thereon or be subject to any personal liability or accountability by reason of the execution or delivery thereof.

SECTION 18. REPEALING CLAUSE. All resolutions or parts thereof in conflict with the provisions herein contained are, to the extent of such conflict, hereby superseded and repealed.

SECTION 19. EFFECT OF TYPOGRAPHICAL OR ADMINISTRATIVE ERRORS. To the extent that there are typographical or administrative errors or omissions that do not change the tone, tenor, or context of this Resolution, then this Resolution may be revised without subsequent approval of the Board.

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SECTION 20. EFFECTIVE DATE. This Resolution shall become effective immediately upon its adoption.

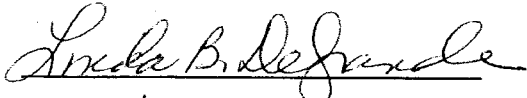
APPROVED AND ADOPTED this 17 day of November, 2022.

**HOUSING FINANCE AUTHORITY OF ST.
JOHNS COUNTY, FLORIDA**

(OFFICIAL SEAL)

ATTEST:

By: 
Michael O'Donnell, Chair



Name: Linda B. DeGrande

Title: Secretary

EXHIBIT LIST

EXHIBIT A	---	Trust Indenture
EXHIBIT B	---	Loan Agreement
EXHIBIT C	---	Land Use Restriction Agreement
EXHIBIT D	---	Bond Purchase Agreement
EXHIBIT E	---	Preliminary Official Statement
EXHIBIT F	---	TEFRA Notice

PREPARED BY AND RETURN TO:
Emily Magee
Foley & Lardner LLP
One Independent Drive, Suite 1300
Jacksonville, Florida, 32202

LAND USE RESTRICTION AGREEMENT

among

HOUSING FINANCE AUTHORITY OF ST. JOHNS COUNTY, FLORIDA

and

**U.S. BANK TRUST COMPANY, NATIONAL ASSOCIATION,
as Trustee**

and

PONTE VEDRA BEACH LEASED HOUSING ASSOCIATES I, LLLP

Relating to

**\$21,500,000 Housing Finance Authority of St. Johns County, Florida
Multifamily Housing Revenue Bonds
(Oaks at St. John)
Dated as of [December] 1, 2022**

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Exhibit B Certification of Continuing Program Compliance

Exhibit C Form of Income Certification

THIS LAND USE RESTRICTION AGREEMENT (this “Agreement”) dated as of [December] 1, 2022 is by and among the **HOUSING FINANCE AUTHORITY OF ST. JOHNS COUNTY, FLORIDA**, a public body corporate and politic duly created, organized and existing under the laws of the State of Florida (the “Authority”), **U.S. BANK TRUST COMPANY, NATIONAL ASSOCIATION**, a national banking association, as trustee (the “Trustee”), pursuant to that certain Trust Indenture between the Authority and the Trustee entered into as of [December] 1, 2022 (the “Indenture”), authorizing and securing the Housing Finance Authority of St. Johns County, Florida, Multifamily Housing Revenue Bonds, (Oaks at St. John) (the “Bonds”) and **PONTE VEDRA BEACH LEASED HOUSING ASSOCIATES I, LLLP**, a limited liability limited partnership formed under the laws of the State of Minnesota, and its successors and assigns (the “Borrower”);

WITNESSETH:

WHEREAS, the Borrower has requested that the Authority issue the Bonds and loan the proceeds therefrom to the Borrower to finance a portion of the costs of the acquisition, rehabilitation and equipping of a 160-unit residential rental development known as Oaks at St. John and located in Ponte Vedra Beach, St. Johns County, Florida, on land more particularly described on Exhibit A hereto (the “Project”); and

WHEREAS, it is intended that the interest on the Bonds be excludable from gross income for federal income tax purposes in that the Borrower has represented and certified to the Authority 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 Authority, the Borrower and the Trustee hereby enter into this Agreement; and

WHEREAS, concurrently herewith the Authority, 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 Authority, 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. The following terms shall have the respective meanings set forth below:

“Act” shall mean Chapter 159, Part IV, Florida Statutes, as amended or supplemented, Ordinance No. 80-7 enacted by the Board of County Commissioners of St. Johns County on February 26, 1980, as amended, and Ordinance 80-25 enacted by the Board of County Commissioners of St. Johns County on March 11, 1980, 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 Authority from time to time, required to be delivered by the Borrower to the Authority pursuant to Section 5(e) hereof.

“Closing Date” shall mean the date the Bonds 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 rehabilitation 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 that in the event all Bonds have matured or been redeemed or defeased prior to the end of the Qualified Project Period, an annual administrative and compliance monitoring fee equal to \$[_____] per year for each year of the remaining Qualified Project Period (in the case of the first year for which such amount is owed, less any amount of the Issuer Fee (as defined in the Indenture) paid for such year), owed to the Authority by the Borrower, accruing from the earliest to occur of the defeasance, maturity or redemption of the Bonds, payable in advance on the date on which the earliest to occur of the maturity, redemption or defeasance of the Bonds takes place.

“County” shall mean St. Johns County, Florida.

“Financial Closing” shall mean the date on which the Conditions to Disbursement have been satisfied, as set forth in the Indenture.

“Income Certification” shall mean a Tenant Income Certification substantially in the form of Exhibit C hereto, as such form may be revised by the Authority 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 Agreement” shall mean the Loan Agreement dated as of [December] 1, 2022 by and between the Authority and the Borrower.

“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 Bonds shall be determinative, even is such method is subsequently changed.

“Loan” shall mean the mortgage loan made to the Borrower pursuant to the Loan Agreement to finance the acquisition, rehabilitation and equipping of the Project.

“Net Proceeds of the Bonds” shall mean the face amount of the Bonds, plus original issue premium, if any, and less original issue discount, if any, and less the amount of original Bond 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 [December 9, 2021]for an amount up to \$[_____].

“Outstanding” shall mean, with respect to the Bonds, those Bonds that are Outstanding under the Indenture.

“Project” shall mean the Land and the buildings, structures, facilities and equipment now or hereafter comprising the 160-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 rehabilitation 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 Bonds may be reimbursed from Bond proceeds only if such Project Cost was (A) a cost of issuance of the Bonds, (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 Bonds (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 Foley & Lardner LLP, or an attorney or firm of attorneys that is appointed by the Authority 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 and ending on the

latest of: (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; (ii) the first day on which no tax-exempt private activity bond issued with respect to the Project is outstanding; (iii) the date on which any assistance provided with respect to the Project under Section 8 terminates or and (iv) the date thirty (30) years from the date of issuance of the Bonds.

“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 Bonds.

(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 Bonds, 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 Bonds 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 Bonds when combined with all prior disbursements from Net Proceeds of the Bonds 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 Authority 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 Bonds; (iii) the Borrower's certification that not less than ninety-five percent (95%) of the Net Proceeds of the Bonds 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 Bonds 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 Bonds under which the Project is also being financed.

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 Bonds will be used (directly or indirectly) to acquire the Land.

(g) None of the Net Proceeds of the Bonds 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 Bonds 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 Bonds. 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 Bonds 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 Bonds 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 Authority 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 Authority 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.

(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 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 Authority; 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 Authority'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 Authority or the Trustee, that the Authority, 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 Authority, 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 Authority 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 Authority.

(e) Commencing on the date that the first unit in the Project is occupied, the Borrower shall prepare and submit to the Authority 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 Authority and the Trustee.

Section 6. Tax-Exempt Status of Bonds.

(a) The Authority hereby represents, covenants and agrees as follows:

(i) that the Authority 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 Bonds and, if it should take or permit any such action, the Authority shall take all lawful actions that it can take to rescind such actions promptly upon having knowledge thereof; and

(ii) that the Authority 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 Bonds 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 Bonds shall not request any advance (a) which would cause the amount of Net Proceeds of the Bonds used to finance costs of issuance to exceed two percent (2%) of the proceeds on the Bonds 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 Bonds, taking into account costs of issuing the Bonds 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 Authority to enforce this Agreement. The initial recording of this Agreement shall occur on the Financial Closing Date.

Section 9. Indemnification of Authority and Trustee. (a) The Borrower releases the Authority and the Trustee, and their respective officers, directors, agents, officials, employees (and as to the Authority, members of its Board of Directors) and any person who controls the Authority 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 Authority and the Trustee (individually and not for the benefit of the Bondholders),

and their respective officers, directors, employees, agents, officials (and as to the Authority, members of its governing board) and any person who controls the Authority 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, rehabilitation 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 Authority or by any information the Trustee or the Authority 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 Authority and its Indemnified Parties, notwithstanding the indemnity herein shall

exclude any claims arising out of the negligence, willful misconduct or fraud on the part of the Authority and any Indemnified Parties.

(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 Authority 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 Bonds.

(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 Bonds.

(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 Bonds.

Section 10. Term. (a) Subject to the rights of the Authority 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 Bonds (or any bonds refunding the Bonds), 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 Authority, the Trustee, the Borrower and any successor party hereto shall execute a recordable document prepared by the Authority 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 Bonds are issued which prevents compliance with the covenants expressed herein, or condemnation or similar event (as determined by the Authority upon the advice of Qualified Bond Counsel), but only if, within a reasonable period, either (i) all Bonds 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 Authority 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 Authority, 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 Bonds.

(d) The Trustee's obligations under this Agreement terminate at such time as the Bonds 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 Authority, 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 Bonds. 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 Authority and the Trustee. In performing their duties and obligations hereunder, the Authority 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 Authority shall receive reports, certifications and other documents, shall examine all such reports, certifications and other documents then required to be delivered to the Authority 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 Bonds 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 Authority, payable in advance on the date on which the maturity, redemption or defeasance of the Bonds takes place.

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 Bonds 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 Authority. The Authority 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 Authority 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 Bonds are outstanding) or the Authority'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 Authority be reimbursed for all reasonable costs and expenses incurred by the Authority in connection with investigating the creditworthiness and management ability of the party to whom such Disposition will be made and in determining whether the Authority'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 Bonds prior to the termination of the Qualified Project Period, the Compliance Monitoring Fee; (5) require the payment of the Authority'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 Authority 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 Authority or their counsel may require, (8) require endorsements to any existing Authority or Trustee title insurance policies insuring the Authority'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 Bonds from the gross income of the holders thereof for federal income tax purposes. The Authority 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 Authority 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 Lender Mortgage); 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 Bonds; (iii) grants of utility-related easements and governmental easements, shown on the title policy approved by the Authority and any other easement and use agreements which may be consented to by the Authority; (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 Authority 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 and provided that such subordinate mortgage lien, assignment of leases and rents or security interests is permitted by the Bond Mortgage; (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 Bonds and the release of the Bond Mortgage.

(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 Authority, 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 Bonds from the federal gross income of the holders thereof.

Section 17. Burden and Benefit. The Authority, 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 Authority, 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 Bonds were issued.

Section 18. Remedies; Enforceability. If a violation of any of the provisions hereof occurs or is attempted, the Authority 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 Authority 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 Authority 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 St. Johns County, Florida on the date of Financial Closing, prior to the recording of the Bond Mortgage.

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 St. Johns County, Florida; provided, however, after the Bonds have been paid in full, any amendments shall only require a written instrument executed by the Authority and the Borrower. The Authority'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.

1. As to the Issuer:

Housing Finance Authority of St. Johns County
200 San Sebastian View, Suite 2300

St. Augustine, FL 32084
Attention: []
Telephone:[]
Email:[]

With copy to:

Bradley, Garrison & Kamando, P.A.
1279 Kingsley Avenue, Suite 118
Orange Park, Florida 32073
Attention: Rich Komando, Esq.
Telephone: (904) 269-1111
Email: rich@claylawyers.com

2. As to the Borrower:

Ponte Vedra Beach Leased Housing Associates I, LLLP
c/o Dominion Development & Acquisition, LLC
2905 Northwest Boulevard, Suite 150
Plymouth, MN 55441-7400
Attention: Terry Sween and Mark Moorhouse
Telephone: (763) 354-5618
Email: tween@dominiuminc.com; mmoorhouse@dominiuminc.com

With copy to:

Winthrop & Weinstine, P.A.
225 South Sixth Street, Suite 3500
Minneapolis, MN 55402-4629
Attention: John Nolde
Telephone: (612) 604-6720
Email: jnold@winthrop.com

3. As to the Rating Agency:

Moody's Investors Services, Inc.
250 Greenwich Street, 16th Floor
New York, New York 10007
Attention: Public Finance Group – Housing Team
Email: Housing@moodys.com

4. As to the Trustee:

U.S. Bank Trust Company, National Association,
60 Livingston Avenue, 3rd Floor
St. Paul, Minnesota 55107-2292
Attention: Martha Earley
Telephone: (651) 466-6303

Email: martha.earley@usbank.com

With copy to:

Kutak Rock LLC
60 South Sixth Street, Suite 1300
Minneapolis, MN 55402-4513
Attention: Justin Reppe
Telephone: (612) 334-5018
Email: Justin.reppe@kutakrock.com

5. As to the Investor Limited Partner:

TCC Ponte Vedra Beach Leased Housing Associates I, LLC
c/o Truist Bank
303 Peachtree Street, Northeast, Suite 2200
Atlanta, Georgia 30308
Attention: []
Telephone: []
Email: []

With copy to:

Holland & Knight LLP
1180 West Peachtree Street NW, Suite 1800
Atlanta, Georgia 30309
Attention: []
Telephone: []
Email: []

6. As to the Lender:

Grandbridge Real Estate Capital, LLC
One Market Street
San Francisco, California 94105
Attention: []
Telephone: []
Email: []

With copy to:

Grandbridge Real Estate Capital, LLC
200 East Long Lake Road, Suite 110
Bloomfield Hills, Michigan 48304
Attention: Kenneth Wessel
Telephone: (248) 290-5250
Email: Kenneth.wessel@grandbridge.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.

IN WITNESS WHEREOF, the Authority, the Trustee and the Borrower have executed this Agreement by duly authorized representatives, all as of the date first written hereinabove.

HOUSING FINANCE AUTHORITY OF ST. JOHNS COUNTY, FLORIDA

[SEAL]

By: _____
Michael O'Donnell, Chair

ATTEST: _____
[Robert Marshall, Vice Chair]

200 San Sebastian View, Suite 2300
St. Augustine, FL 32084

STATE OF FLORIDA)
) SS:
COUNTY OF ST. JOHNS)

The undersigned, a Notary Public in and for the said County in the State aforesaid, do hereby certify that _____, known to me to be the same persons whose names are subscribed to the foregoing instrument as _____, of the HOUSING FINANCE AUTHORITY OF ST. JOHNS COUNTY, FLORIDA, appeared before me this day in person and acknowledged that he or she, being thereunto duly authorized, signed, sealed with the seal of said Authority, and delivered the said instrument as the free and voluntary act of said Authority and as their own free and voluntary act, for the uses and purposes therein set forth.

GIVEN under my hand and notarial seal this _____ day of _____, 2022.

NOTARY PUBLIC, STATE OF _____

(Name of Notary Public, Print, Stamp or Type as Commissioned)

- Personally known to me, or
- Produced identification:

(Type of Identification Produced)

[Signature Page] Land Use Restriction Agreement]
(Oaks at St. John)

Witnesses:

Print Name: _____

Print Name: _____

BORROWER:

PONTE VEDRA BEACH LEASED HOUSING ASSOCIATES I, LLLP, a Minnesota limited liability limited partnership

By: Ponte Vedra Beach Leased Housing Associates I, LLC, a Minnesota limited liability company, its General Partner

By: _____
Terrence Sween
Vice President

STATE OF _____)
COUNTY OF _____)

SS: 2905 Northwest Boulevard, Suite 150
Plymouth, MN 55441-7400

The foregoing instrument was acknowledged before me this ____ day of _____, 2022, by Terrence Sween, as Vice President of Ponte Vedra Beach Leased Housing Associates I, LLC, a Minnesota limited liability company, the general partner of Ponte Vedra Beach Leased Housing Associates I, LLLP, a Minnesota limited liability limited partnership, on behalf of said limited liability company and limited liability limited partnership. Said person is personally known to me or has produced a valid driver's license as identification.

Notary Public, State of _____
Print Name: _____
My Commission Expires: _____
My Commission No.: _____

U.S. BANK TRUST COMPANY, NATIONAL ASSOCIATION, as Trustee

By: _____
 [name, title]

**U.S. BANK TRUST COMPANY,
 NATIONAL ASSOCIATION, as Trustee**

Witnesses:

 Print Name: _____

 Print Name: _____

By: _____
 [Name, Title]

STATE OF _____)
) SS:
 COUNTY OF _____)

The foregoing instrument was acknowledged before me this ____ day of _____, 2022, by [NAME], as [TITLE] of U.S. BANK TRUST COMPANY, NATIONAL ASSOCIATION a national banking association, as Trustee, on behalf of said company. Said person is personally known to me or has produced a valid driver's license as identification.

 Notary Public, State of _____
 Print Name: _____
 My Commission Expires: _____
 My Commission No.: _____

[Signature Page| Land Use Restriction Agreement]
 (Oaks at St. John)

EXHIBIT A

LEGAL DESCRIPTION

EXHIBIT B

**HOUSING FINANCE AUTHORITY OF ST. JOHNS COUNTY, FLORIDA
CERTIFICATION OF CONTINUING PROGRAM COMPLIANCE**

WITNESSETH that on this ____ day of _____, 2022, the undersigned, having borrowed certain funds from the Housing Finance Authority of St. Johns County, Florida (the "Authority") for the purpose of financing the cost of acquiring, constructing and equipping of Oaks at St. John, a multifamily rental housing project located in St. Johns County, Florida (the "Project"), does hereby certify (i) that such Project is in continuing compliance with the Land Use Restriction Agreement, dated as of [December]1, 2022 (herein, the "Land Use Restriction Agreement"), executed by the undersigned and filed in the official public records of St. Johns 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 Authority 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 %	_____

PONTE VEDRA BEACH LEASED HOUSING ASSOCIATES I, LLLP, a Minnesota limited liability limited partnership

By: Ponte Vedra Beach Leased Housing Associates I, LLC, a Minnesota limited liability company, its General Partner

By: _____
Terrence Sween, Vice President

EXHIBIT C
FORM OF INCOME CERTIFICATION

[attached]

HUD RIDER

This HUD RIDER (this “Rider”) is attached to and forms a part of the Land Use Restriction Agreement (the “LURA”), dated as of [December] 1, 2022 by and among PONTE VEDRA BEACH LEASED HOUSING ASSOCIATES I, LLLP, a Minnesota limited liability limited partnership (“Owner”), the Housing Finance Authority of St. Johns County, Florida, a public body corporate and politic duly created, organized and existing under the laws of the State of Florida (“Issuer”), and U.S. BANK TRUST COMPANY, NATIONAL ASSOCIATION, a national banking association, as Trustee (“Trustee”).

RECITALS:

A. Owner is the owner of certain real property located in the County of St. Johns, 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 Oaks at St. John (the “Project”).

B. Owner has entered into a certain first lien mortgage loan (the “Loan”) made by Lender (as defined below), which Loan is evidenced and/or secured by that certain Note (Multistate) dated as of [December] 1, 2022 in the amount of \$21,500,000 (the “Note”) for the benefit of the Project, which Loan is secured by the Multifamily Mortgage, Assignment of Leases and Rents and Security Agreement of even date herewith and recorded in the official real estate records of St. John County, Florida (the “Security Instrument”) and certain other Mortgage Loan Documents (as defined below), which Loan is insured by HUD (as defined below).

B. Owner has received tax exempt bond financing from the Issuer, which Issuer is requiring certain restrictions (the “Restrictive Covenants”) be recorded against the Project.

C. Owner, Issuer, and Trustee entered into the LURA to which this Rider is attached, that contains certain restrictive covenants with respect to the Project.

D. HUD is requiring that the lien and covenants of the LURA be subordinated to the lien, covenants, and enforcement of the Security Instrument.

E. The Issuer, as the holder of the Restrictive Covenants, has agreed to subordinate the Restrictive Covenants in all respects to the lien of the Security Instrument as provided in this Rider.

NOW, THEREFORE, in consideration of the foregoing premises, the sum of Ten and 00/100 Dollars (\$10.00) in hand paid, and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties hereto, for themselves and for their respective successors and assigns, hereby agree, and to the extent necessary the LURA is hereby amended, 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.

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 Agreement” means the Regulatory Agreement between Owner and HUD with respect to the Project, as the same may be supplemented, amended or modified from time to time.

“Lender” means [LENDER], its successors and assigns.

“Mortgage Loan” means the mortgage loan made by Lender to the Owner pursuant to the Mortgage Loan Documents with respect to the Project.

“Mortgage Loan Documents” means the Security Instrument, the HUD Regulatory Agreement and all other documents required by HUD or Lender in connection with the Mortgage Loan.

“National Housing Act” means the National Housing Act of 1934, as amended.

“Program Obligations” has the meaning set forth in the Security Instrument.

“Residual Receipts” has the meaning specified in the HUD Regulatory Agreement.

“Security Instrument” means the mortgage or deed of trust from Owner in favor of Lender, as the same may be supplemented, amended or modified.

“Surplus Cash” has the meaning specified in the HUD Regulatory Agreement.

4. Notwithstanding anything in the Restrictive Covenants to the contrary, the provisions of the Restrictive Covenants are expressly subordinate to (i) the Mortgage Loan Documents, including without limitation the Security Instrument, and (ii) Program Obligations (the Mortgage Loan Documents and Program Obligations are collectively referred to herein as the “HUD Requirements”). Owner covenants that it will not take or permit any action that would result in a violation of the Code, HUD Requirements or Restrictive Covenants. In the event of any conflict between the provisions of the Restrictive Covenants 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 Restrictive Covenants, provided such terms do not conflict with statutory provisions of the National Housing Act or the regulations related thereto. The Owner represents and warrants that

to the best of Owner's knowledge the Restrictive Covenants 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 Restrictive Covenants (including without limitation, any and all land use covenants and/or restrictions contained therein) shall automatically terminate; provided, however, that notwithstanding any provision in this Agreement, the Restrictive Covenants or the Mortgage Loan Documents to the contrary, the preceding provisions of this sentence shall cease to apply and the restrictions contained in the Restrictive Covenants 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. Owner and the Issuer acknowledge that Owner's failure to comply with the covenants provided in the Restrictive Covenants 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 and the Restrictive Covenants the Issuer will not file any claim against the Project, the Mortgage Loan proceeds, any reserve or deposit required by HUD in connection with the Security Instrument or HUD Regulatory Agreement, or the rents or other income from the property other than a claim against:

- i. Available surplus cash, if the Owner is a for-profit entity;
- ii. Available distributions of surplus cash and residual receipts authorized for release by HUD, if the Owner is a limited distribution entity; or
- iii. Available residual receipts authorized by HUD, if the Owner is a non-profit entity, or
- iv. A HUD-approved collateral assignment of the HAP Contract.

8. For so long as the Mortgage Loan is outstanding, Owner and Issuer 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 Owner to indemnify and hold the Issuer harmless from all loss, cost, damage and expense arising from any claim or proceeding instituted against Issuer relating to the subordination and covenants set forth in the LURA; provided, however, that Owner's obligation to indemnify and hold the Issuer harmless shall be limited to available surplus cash and/or residual receipts of the Owner.

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 Owner from taking any action that might jeopardize the tax-exemption except in strict accord with Program Obligations.

[Remainder of page intentionally left blank]

[SEAL]

HOUSING FINANCE AUTHORITY OF ST. JOHNS COUNTY, FLORIDA

ATTEST:

By: _____
Michael O'Donnell, Chair

By: _____
Robert Marshall, Vice Chair

STATE OF FLORIDA)
)
COUNTY OF ST. JOHNS)

The foregoing instrument was acknowledged before me by _____ and [NAME], [TITLE] and [TITLE], respectively, of the Housing Finance Authority of St. Johns County, Florida, a public body corporate and politic duly created, organized and existing under the laws of the State of Florida, this ____ day of ____, 2022, on behalf of said Issuer. They are personally known to me or have produced a valid drivers license as identification.

(SEAL)

Notary Public, State of _____
Print Name: _____
My Commission Expires: _____
My Commission No.: _____

**U.S. BANK TRUST COMPANY,
NATIONAL ASSOICATION, a national
banking association as Trustee**

By: _____
[name, title]

STATE OF FLORIDA)
)
COUNTY OF ST. JOHNS)

The foregoing instrument was acknowledged before me by [NAME], as [TITLE] of **U.S. BANK TRUST COMPANY, NATIONAL ASSOICAITON**, a national banking association, this ____ day of _____, 20__, on behalf of said banking association. He is personally known to me or has produced a valid drivers license as identification.
(SEAL)

Notary Public, State of _____
Print Name: _____
My Commission Expires: _____
My Commission No.: _____

LOAN AGREEMENT

By and Between

HOUSING FINANCE AUTHORITY OF ST. JOHNS COUNTY, FLORIDA,
as Issuer

and

PONTE VEDRA BEACH LEASED HOUSING ASSOCIATES I, LLLP
as Borrower

Dated as of [December] 1, 2022

Relating to:
\$21,500,000
Housing Finance Authority of St. Johns County, Florida
Multifamily Housing Revenue Bonds
(Oaks at St. John), Series 2022

The interest of the Housing Finance Authority of St. Johns County, Florida (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 U.S. Bank Trust Company, National Association, 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 [December]1, 2022, between the **HOUSING FINANCE AUTHORITY OF ST. JOHNS COUNTY, FLORIDA**, a public body corporate and politic duly organized and existing under the laws of the State of Florida (the “Issuer”), and **PONTE VEDRA BEACH LEASED HOUSING ASSOCIATES I, LLLP**, a Minnesota limited liability limited partnership (the “Borrower”).

WITNESSETH:

WHEREAS, the Florida Housing Finance Authority Law, Part IV, Chapter 159, Florida Statutes, as amended and supplemented from time to time, a Resolution of the Issuer adopted on February 26, 1980 and a Resolution of the Issuer adopted on March 11, 1980 (collectively, the “Act”), authorizes the Issuer to finance residential developments for persons and families of low and moderate income in the State, including the Development (as defined herein); and

WHEREAS, the Borrower has requested the Issuer to issue its \$21,500,000 Multifamily Housing Revenue Bonds (Oaks at St. John), Series 2022 (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 160-unit multifamily rental housing facility project to be occupied by persons of low, middle or moderate income to be known as Oaks at St. John and to be located at 210 Nettles Lane, Ponte Vedra Beach, Florida 32081 in an unincorporated area of St. Johns 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 [December] 1, 2022 (the “Indenture”), by and between the Issuer and U.S. Bank Trust Company, , National Association, a national banking association, organized and existing under the laws of the United States of America, as trustee (the “Trustee”); 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:

(a) *Good Standing; Single Purpose Covenants.* The Borrower (i) is a limited liability limited partnership duly organized and existing in good standing under the laws of the State of Minnesota, (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 Certificate, 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 Minnesota (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.* Except as disclosed to the Issuer in writing, 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 will have on the Financial 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 approved by the Lender. 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 in the Indenture to cause the Borrower to perform 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 Certificate, and the representations set forth in the Tax Certificate 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 B 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 Minnesota under the name of Ponte Vedra Beach Leased Housing Associates I, LLLP, and is authorized to do business in the State of Florida.

(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 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.

(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 specified in the Lender Loan Documents, 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 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) and (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; 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) *Foreign Assets Regulation.* 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 Proceeds Account of 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 and with respect to an Approved Advance in accordance with the Lender Loan Documents and HFA/HUD requirements. The Borrower agrees that the moneys transferred by the Trustee from 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 Project Fund or the Reserve 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 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 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 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 (as defined below), the Trustee 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. 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 Lender Loan from the Lender and the Bridge Loan from the Bridge Lender and enter into the Lender Mortgage. The Borrower will promptly take all necessary actions on its part to close the Lender Loan and to satisfy all other terms and conditions of the Lender Loan and the requirements of the Lender.

Section 4.06. Optional Prepayment. *{Question – will the loan be subject to optional repayment?}* 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 without the prior approval of the Issuer Servicer.

Section 5.08. Requisitions.

(a) Upon satisfaction of the Conditions to Disbursement, on the Financial 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 approved by the Lender, and shall be in the form set forth on Exhibit C 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 the General Partner and other member 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 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 contain 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, managing member, 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 except as disclosed to the Trustee at the time of Closing.

(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:

(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, Enterprise Community Asset

Management, Inc. (the “Investor Sponsor”), or (C) an entity that is sponsored by Investor Sponsor, provided that Investor Sponsor delivers twenty-one (21) days prior 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 member 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; and

(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.

(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.

The Borrower hereby agrees to release the Issuer and its officers, directors, agents, officials, employees, financial advisors, members of its governing body and any person who controls the Issuer within the meaning of the Securities Act of 1933 (the "Issuer Indemnified Parties") and the Trustee and its officers, directors, agents, and employees (the "Trustee Indemnified Parties") from, and covenants and agrees to indemnify, hold harmless and defend Issuer Indemnified Parties and the Trustee Indemnified Parties from and against any and all losses, claims, damages, liabilities and expenses (including reasonable attorneys' fees and expenses, litigation and court costs, costs incurred in connection with any audit by the Internal Revenue Service, amounts paid in settlement by or with the approval of the Borrower and amounts paid to discharge judgments), taxes, causes of action, suits, demands and judgments of any nature, joint or several, by or on behalf of any person arising out of:

(a) the approval of financing for the Development, or the making of the Loan;

(b) the issuance and sale or resale of any Bonds or any certifications or representations made by any person other than the party seeking indemnification in connection therewith, including, but not limited to, any (i) 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 Tax Certificate or in any other certificate executed by the Borrower which, at the time made, is misleading, untrue or incorrect in any material respect; (ii) untrue statement or alleged untrue statement of a material fact relating to the Borrower or the Development, which is made as approved by the Borrower and is 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; or (iii) failure to properly register or otherwise qualify the sale of 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;

(c) 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, or any questions or other matters arising under such documents;

(d) the Borrower's failure to comply with any requirement of the Loan Agreement or the Land Use Restriction Agreement;

(e) the condition of the Development (environmental or otherwise), including any violation of any law, ordinance, court order or regulation affecting the Development or any part of it;

(f) any damage or injury, actual or claimed, of whatsoever kind, cause or character to the Development (including loss of use of the Development) 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, repair, operation, use or management of all or any part of the Development;

(g) any and all claims arising in connection with the operation of the Development, or the conditions, environmental or otherwise, occupancy, use, possession, conduct or supervision of work done in or about, or from the planning, design, construction, repair or equipping of, the Development or any part of it, including, but not limited to, the Americans with Disabilities Act; and

(h) to the extent not mentioned in any of the preceding subsections of this Section 6.02, any cause whatsoever in connection with transactions provided for in this Agreement and the other Loan 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.

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.

If any claim shall be made or any action shall be brought against the Issuer Indemnified Parties or the Trustee Indemnified Parties in respect of which indemnity can be sought against the Borrower pursuant to this Section 6.02 or otherwise, the Issuer Indemnified Parties or the Trustee Indemnified Parties shall promptly notify the Borrower in writing, and the Borrower shall promptly assume the defense of such claim or action, including the employment of counsel chosen by the Borrower and approved by the Issuer or the Trustee, the payment of all expenses and the right to negotiate a settlement with the consent and approval of the Issuer or the Trustee; if the Borrower shall have failed to assume the defense of such action or to retain counsel reasonably satisfactory to the Issuer or the Trustee within a reasonable time after notice of the commencement of such action, the Borrower shall pay the reasonable fees and expenses of counsel retained by the Issuer Indemnified Parties or the Trustee Indemnified Parties. If the Issuer Indemnified Parties or the Trustee Indemnified Parties are advised in a written opinion of counsel that there may be legal defenses available to the Issuer Indemnified Parties or the Trustee Indemnified Parties which are adverse to or in conflict with those available to the Borrower or that the defense of the Issuer Indemnified Parties or the Trustee Indemnified Parties should be handled by separate counsel, the Borrower shall not have the right to assume the defense of the Issuer Indemnified Parties or the Trustee Indemnified Parties, but shall be responsible for the reasonable fees and expenses of counsel retained by the Issuer Indemnified Parties or the Trustee Indemnified Parties in assuming its own defense. Notwithstanding the foregoing, the Issuer Indemnified Parties or the Trustee Indemnified Parties shall have the right to employ separate counsel with respect to any such claim or in any such action and to participate in the defense thereof, but the Issuer Indemnified Parties or the Trustee Indemnified Parties shall pay the fees and expenses of such counsel unless the employment of such counsel has been specifically authorized by the Borrower or unless the provisions of the immediately preceding sentence are applicable. The Borrower shall not be liable for any settlement of any such action effected without the consent of the Borrower, but if such claim or action is settled with the consent of the Borrower, or if there is a final judgment for the plaintiff in any such action with or without consent, the Borrower agrees to indemnify and hold harmless the Issuer Indemnified Parties or the Trustee Indemnified Parties from and against any loss, liability or expense by reason of such settlement or judgment.

[Under Review: The Borrower shall also indemnify the Issuer Indemnified Parties and the Trustee Indemnified Parties for all reasonable costs and expenses, including reasonable counsel fees, incurred in: (i) enforcing any obligation of the Borrower under this Agreement or any related agreement, (ii) taking any action requested by the Borrower, (iii) taking any action required by this Agreement or any related agreement, or (iv) taking any action considered necessary by the Issuer Indemnified Parties or the Trustee Indemnified Parties and which is authorized by this Agreement or any related agreement. If an Issuer Indemnified Party or a Trustee Indemnified Party takes any action under this Agreement or any other instrument executed in connection herewith for the benefit of the Borrower, it will do so if and only if (a) the Issuer Indemnified Parties or the Trustee Indemnified Parties are a necessary party to any such action or proceeding, and (b) the Issuer Indemnified Parties or the Trustee Indemnified Parties has received specific written direction from the Borrower, as required under this Agreement or under any other

instrument executed in connection with this Agreement, as to the action to be taken by the Issuer Indemnified Parties or the Trustee Indemnified Parties.]

This indemnification shall not be affected by any investigation by or on behalf of the Issuer Indemnified Parties or the Trustee Indemnified Parties or by any information the Issuer Indemnified Parties or the Trustee Indemnified Parties 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, unless liability is a result of negligence, willful misconduct or fraud on the part of the Issuer Indemnified Parties or the Trustee Indemnified Parties, its members, officers, agents, employees and their successors and assigns. The indemnification provided in this Article V 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.

All amounts payable to the Issuer under this Agreement shall be deemed to be fees and expenses payable to the Issuer for the purposes of the provisions of this Agreement, and of the Indenture dealing with assignment of the Issuer's rights under this 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 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 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 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 Certificate, 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; 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) 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 Loan. 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 Loan; or
- (b) interfere with or attempt to interfere with or influence the exercise by the Lender of any of its rights under the Lender Loan, including, without limitation, the Lender

remedial rights under the Lender Loan upon the occurrence of an event of default by the Borrower under the Lender Loan.

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 Loan or to foreclose on the Lender Mortgage.

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 Issuer. Based solely on that due diligence, the Borrower represents and warrants that, except as Borrower has disclosed to 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 or the Issuer with respect to the Development.

Section 8.03. Notices Regarding Hazardous Substances. The Borrower must promptly notify 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 Borrower or the Issuer or in any Hazardous Materials Report listed on Exhibit C hereto, 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 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 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 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 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 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 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. The Borrower shall not be liable for any settlement of any such action effected without the consent of the Borrower (which consent shall not be unreasonably withheld), but if such claim or action is settled with the consent of the Borrower, or if there is a final judgment for the plaintiff in any such action with or without consent, the Borrower agrees to indemnify and hold harmless the Issuer Indemnified Parties from and against any loss, liability or expense by reason of such settlement or judgment.

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. Subject to Section 9.12 hereof, 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, subject to Section 9.13 hereof, 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 (other than any deemed obligation under Section 6.02 to repay the principal of or interest on the Loan), 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 revenue 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 Loan 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”):

(c) a person that is listed in the annex to, or is otherwise subject to the provisions of, Executive Order No. 13224;

(i) 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;

(ii) a person with which Lender is prohibited from dealing or otherwise engaging in any transaction by any Anti-Terrorism Law;

(iii) a person that commits, threatens or conspires to commit or supports “terrorism” as defined in the Executive Order No. 13224;

(iv) 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

(v) a person who is affiliated with a person listed above.

(d) 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.

(e) 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 Senior Lender Mortgage 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 Mortgage, Lender Borrower Note, the HUD Regulatory Agreement 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's loan (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 Agreement 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 HUD 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 HUD 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 Agreement.

(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 Note, or the documents required to be executed by the Borrower in connection with the endorsement of the Lender Borrower Note; 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 HUD-Insured Loan.

(i) Notwithstanding anything in the Indenture, 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 Loan to the FHA Commissioner, subsequent to the [issuance of the Bonds][Financial Closing], 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.

[SIGNATURES CONTINUE ON FOLLOWING PAGE]

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.

**HOUSING FINANCE AUTHORITY OF ST.
JOHNS COUNTY, FLORIDA**

By: _____
Name: Michael O'Donnell
Title: Chair

ATTEST:

Name: Robert Marshall
Title: Vice Chair

[Loan Agreement – Oaks at St. John]

BORROWER:

PONTE VEDRA BEACH LEASED HOUSING ASSOCIATES I, LLLP, a Minnesota limited liability limited partnership

By: Ponte Vedra Beach Leased Housing Associates I, LLC, a Minnesota limited liability company, as sole General Partner

By: _____
Terrence Sween
Vice President

The General Partner hereby agrees with the representations applicable to the Manager set forth in Article II of this Agreement.

GENERAL PARTNER:

PONTE VEDRA BEACH LEASED HOUSING ASSOCIATES I, LLC a Minnesota limited liability company

By: _____
Terrence Sween
Vice President

[Loan Agreement – Oaks at St. John]

EXHIBIT A

DEVELOPMENT DESCRIPTION

The Borrower plans to use the proceeds of the Loan for the purpose of financing a portion of the costs of the acquisition, rehabilitation and equipping by the Borrower of a 160-unit multifamily housing facility and related facilities known as Oaks at St. John and located in Ponte Vedra Beach, St. Johns County, Florida (the "Development").

EXHIBIT B

FORM OF PROMISSORY NOTE

PROMISSORY NOTE

(Oaks at St. John)

Principal Amount - \$21,500,000 Delivered to St. Johns County, Florida

Dated Date: [] __, 2022 Maturity Date: [] 1, 202[]

FOR VALUE RECEIVED, the undersigned (“Borrower”) promises to pay to the order of the **HOUSING FINANCE AUTHORITY OF ST. JOHNS COUNTY, FLORIDA** (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 **U.S. BANK TRUST COMPANY, NATIONAL ASSOCIATION**, a national banking association, as Trustee (“the Trustee”), the principal sum of TWENTY-ONE MILLION FIVE HUNDRED THOUSAND AND NO/100 DOLLARS (\$21,500,000), with interest on the unpaid principal balance from time to time outstanding at the annual rate of [0. __%] 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 [December] 1, 2022, between the Issuer and the Trustee (the “Indenture”) and the Loan Agreement between the Issuer and the Borrower dated as of [December] 1, 2022 (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 \$21,500,000 Housing Finance Authority of St. Johns County, Florida Multifamily Housing Revenue Bonds (Oaks at St. John), Series 2022 (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 St. Johns 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 OF
BORROWER TO PROMISSORY NOTE**

(Oaks at St. John)

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.

**PONTE VEDRA BEACH LEASED HOUSING
ASSOCIATES I, LLLP**, a Minnesota limited liability
limited partnership

By: Ponte Vedra Beach Leased Housing Associates I,
LLC, a Minnesota limited liability company, as sole
General Partner

By: _____
Terrence Sween
Vice President

STATE OF FLORIDA
COUNTY OF ST. JOHNS

The foregoing instrument was acknowledged before me this [___] 2022, by [name], [title] of PONTE VEDRA BEACH LEASED HOUSING ASSOCIATES I, LLC, a Minnesota limited liability company, the sole General Partner of Ponte Vedra Beach Leased Housing Associates I, LLLP, a Minnesota limited liability limited partnership, on behalf of the partnership who appeared before me this day by means of physical presence or online notarization. He is _____ personally known to me or has produced _____ as identification.

Notary Public

Printed Name: _____

My Commission Expires: _____

Commission # _____

**ENDORSEMENT OF
HOUSING FINANCE AUTHORITY OF ST. JOHNS COUNTY, FLORIDA
PROMISSORY NOTE**

(Oaks at St. John)

Pay to the order of:

U.S. BANK TRUST COMPANY, NATIONAL ASSOCIATION, a national
banking association, as Trustee, without recourse.

**HOUSING FINANCE AUTHORITY OF ST.
JOHNS COUNTY, FLORIDA**

[SEAL]

By: _____
Name: Michael O'Donnell
Title: Chair

ATTEST:

Name: Robert Marshall
Title: Vice Chair

Dated _____, 2022

EXHIBIT C

HAZARDOUS SUBSTANCES REPORT

Phase I Environmental Site Assessment – Oaks at St. John dated [____], as updated [____].

EXHIBIT D
PROGRAM REPORT

None

TRUST INDENTURE

By and Between

HOUSING FINANCE AUTHORITY OF ST. JOHNS COUNTY, FLORIDA
as Issuer

and

U.S. BANK TRUST COMPANY, NATIONAL ASSOCIATION
as Trustee

Dated as of [December] 1, 2022

\$21,500,000
Housing Finance Authority of St. Johns County, Florida
Multifamily Housing Revenue Bonds
(Oaks at St. John), Series 2022

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EXHIBIT A - Form of Bonds

EXHIBIT B - Form of Requisition (Proceeds Account/Equity Account)

EXHIBIT C - Form of Requisition

TRUST INDENTURE

This **TRUST INDENTURE** (as amended, modified or supplemented from time to time, this “Indenture”) is entered into as of [December] 1, 2022, by and between **HOUSING FINANCE AUTHORITY OF ST. JOHNS COUNTY, FLORIDA**, 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 **U.S. BANK TRUST COMPANY, NATIONAL ASSOCIATION**, 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 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, pursuant to the Act, the Board of County Commissioners of St. Johns County, Florida (the “County”), enacted Ordinance No. 80-7 on February 26, 1980, as amended, and Ordinance 80-25 on March 11, 1980, as amended, creating the Housing Finance Authority of St. Johns County, Florida to carry out and exercise all powers and public and governmental functions set forth in and contemplated by the Act; 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 operation, which are to be occupied by persons of low, moderate or middle 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 (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

WHEREAS, the Issuer has determined to issue and sell its Multifamily Housing Revenue Bonds (Oaks at St. John), Series 2022 in the original aggregate principal amount of \$21,500,000 (the “Bonds”), for the purpose of financing the costs of the acquisition, rehabilitation, installation and equipping of a 160-unit multifamily rental housing facility to be occupied by persons of low, moderate, or middle income and related personal property and equipment, and located at 210

Nettles Lane, Ponte Vedra Beach, Florida 32081 in an unincorporated area of St. Johns County, Florida (the “Project Facilities”) all pursuant to this Indenture and the Loan Agreement dated as of [December] 1, 2022 (as amended, modified or supplemented from time to time, the “Bond Loan Agreement”), between the Issuer and Ponte Vedra Beach Leased Housing Associates I, LLLP, a limited liability limited partnership duly organized and existing under the laws of the State of Minnesota (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 by entering into a Loan Agreement dated as of [December] 1, 2022 (the “Bond Loan Agreement”), between the Issuer and the Borrower, 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 \$21,500,000 (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.

“*Bond*” or “*Bonds*” means the Housing Finance Authority of St. Johns County, Florida Multifamily Housing Revenue Bonds (Oaks at St. John), Series 2022 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 Land Use Restriction Agreement, the Continuing Disclosure Agreement, the Guarantor Documents, the Tax Certificate, the Issuer Servicer Agreement, the Compliance Monitoring 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 [December] 1, 2022, 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 December [], 2022, 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 Ponte Vedra Beach Leased Housing Associates I, LLLP, a limited liability limited partnership, duly organized and existing in the State of Minnesota, its successors and assigns.

“*Borrower Documents*” means the Bond Loan Agreement, the Note, the Proceeds Certificate, the Tax Certificate, the Land Use Restriction 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 Land Use Restriction 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.

“*Bridge Loan*” means the loan made by the Bridge Lender to the Borrower in the original principal amount not to exceed [\$ _____], the proceeds of which will fund the Capitalized Interest Deposit and a portion of 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, Jacksonville, 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.

“*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 the sufficiency of (a) the amount on deposit in the Collateral Fund, Project Fund and Bond Fund, (b) projected investment income to accrue on amounts on deposit in the Collateral Fund, Project Fund and Bond Fund during the applicable period and (c) any additional Preference Proof Moneys delivered to the Trustee by or on behalf of the Borrower to pay debt service on the Bonds and the administrative expenses, in each instance, 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 remarketing of the Bonds, as provided in Section 3.06, and (iii) the purchase, sale or exchange of Eligible Investments as provided in Section 4.10 hereof.

“*County*” means St. Johns County, Florida.

“*Closing Date*” means [_____], which is 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 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 is anticipated to be [ESTIMATED COMPLETION DATE].

“*Compliance Monitoring Agreement*” means the Compliance Monitoring Agreement, dated as of [] 1, 2022, among the Issuer, the Issuer Servicer, the Trustee and the Borrower, as the same may hereafter be amended or supplemented.

“*Compliance Monitoring Fee*” means the fee payable by the Borrower to the Issuer Servicer pursuant to the Compliance Monitoring Agreement.

“*Conditions to Disbursement*” shall mean the following events or conditions have been satisfied:

- (a) Closing of the acquisition of the Project, including the execution and delivery of all related real estate documents and the recording of same in the Official Records of St. Johns County, Florida;
- (b) Closing of the Lender Loan, including the execution and delivery of all Lender Loan Documents, and, if applicable, recording of all Lender Loan Documents in the Official Records of St. Johns County, Florida;
- (c) Recording of the Land Use Restriction Agreement in the Official Records of St. Johns County, Florida;
- (d) Delivery to the Lender and the Issuer of a certified copy of the Partnership Agreement reflecting the admission of any investor limited partners;
- (e) Admission of the Investor Limited Partner;
- (f) Written evidence prepared by the Issuer Servicer of the satisfaction of all conditions set forth in the Credit Underwriting Report.

“*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 [December] 1, 2022 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 [\$_____].

“*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.

“*Credit Underwriting Report*” means the Housing Finance Authority of St. Johns County, Florida Credit Underwriting Report dated [_____], 2022 prepared by the Issuer Servicer.

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

“*Developer*” means Ponte Vedra Beach Leased Housing Development I, LLC, a Minnesota limited liability company, its successors and assigns.

“*Development*” means the multifamily rental housing development known as Oaks at St. John, which consists of 160 apartment units and related facilities located at 210 Nettles Lane, Ponte Vedra Beach, Florida 32081 in an unincorporated area of St. Johns County, Florida.

“*Dissemination Agent*” means U.S. Bank Trust Company, National Association, 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 U.S. Bank Trust Company, National Association, 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.

“*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.

“*Fee Guaranty & Environmental Indemnity*” means the Fee Guaranty and Environmental Indemnity Agreement, dated as of [] 1, 2022, by and among the Issuer, the Trustee and the Guarantors.

“*Financial Closing Date*” means the date on which the Conditions to Conversion are satisfied.

“*Funding Agreement*” means the Funding Agreement, dated as of [] 1, 2022, among the Issuer, the Borrower, the Lender and the Trustee.

“*General Partner*” means Ponte Vedra Beach Leased Housing Associates I, LLC, a Minnesota limited liability company, as general partner of the Borrower.

“*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 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 General Partner, Dominium Holdings I, LLC, a Minnesota limited liability company, and Dominium Holdings II, LLC, a Minnesota limited liability company, together with their respective permitted successors and assigns.

“*Guarantor Documents*” means, collectively, the Fee Guaranty & Environmental Indemnity, the Guaranty of Completion, the Guaranty of Recourse Obligations, and the Operating Deficit Guaranty.

“*Guaranty of Completion*” means the Absolute and Unconditional Guaranty of Completion, dated as of [] 1, 2022, from the Guarantors, jointly and severally, in favor of the Issuer and the Trustee.

“*Guaranty of Recourse Obligations*” means the Absolute and Unconditional Guaranty of Recourse Obligations, dated as of [] 1, 2022, 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 Agreement*” means the Regulatory Agreement between the Borrower and HUD with respect to the Project, as the same may be supplemented, amended or modified from time to time.

“*Indenture*” means this Trust Indenture, dated as of [] 1, 2022, 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 Ponte Vedra Beach Leased Housing Associates I, 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 Housing Finance Authority of St. Johns County, Florida, 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 Land Use Restriction Agreement, the Bond Purchase Agreement, the Tax Certificate and any and all documents, agreements or instruments executed by the Issuer in connection with the Loan evidenced by the Bond Loan Agreement.

“*Issuer Extraordinary Fees and Expenses*” means the expenses and disbursements payable to the Issuer under this Indenture for extraordinary services and extraordinary expenses, including extraordinary fees, costs and expenses incurred by the Issuer, Bond Counsel and counsel to the Issuer which are to be paid by the Borrower pursuant to the Bond Loan Agreement.

“*Issuer Fee*” means, collectively, the Issuer Ordinary Fees and Expenses and the Issuer Extraordinary Fees and Expenses.

“*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 Ordinary Fees and Expenses*” means collectively, the Issuer’s (i) one (1) time initial issuance fee payable to the Issuer on or before the Closing Date in the amount of [\$____], (ii) the annual fee of the Issuer, payable by the Borrower in the amount of 25 basis points (0.25%) of the outstanding principal amount of the Bonds (calculated on the Business Day prior to any reduction on such payment date) payable in semiannual installments in arrears on each [____] 1 and [____] 1, commencing [____] 1, 202[____], (iii) the Compliance Monitoring Fee, and (iv) the Issuer Short-Term Prepayment Fee.

“*Issuer Servicer*” means AmeriNat®, a Minnesota limited liability company, 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, 2022, by and among the Issuer, the Trustee, the Borrower and the Issuer Servicer.

“*Issuer Servicer’s Fee*” means “means the following fees and expenses: [(a) payable directly by the Borrower to the Issuer Servicer: (i) during construction of the Project, an on-site inspection fee of \$186.00 per hour for services rendered, but not to exceed \$1,844.00 per disbursement, (ii) during construction of the Project, an in-house review fee of \$186.00 per hour for services rendered, (iii) a fee for extraordinary services rendered of \$186.00 per hour, and (iv) a fee for providing financial monitoring services in the amount of \$2,000 (subject to annual increases of 3%) payable in semiannual installments in advance on each [____] 1 and [____] 1.]

“*Issuer Short-Term Prepayment Fee*” means the applicable fee in the following schedule determined based on the original principal amount of the Bonds and the length of time between the date of issuance of the Bonds and the prepayment, in full, or final maturity of all of the Bonds; provided, however, such fee shall not be less than \$20,000, which fee is payable on the prepayment date:

Prepayment Date		
18 months or less	24 months or less but longer than 18 months	36 months or less but longer than 24 months
0.29%	0.22%	0.16%

“*Land Use Restriction Agreement*” means the Amended and Restated 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 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.

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

“*Lender Borrower Note*” means the \$21,500,000 Note (Multistate) dated [] 1, 2022, from Borrower to the Lender to evidence its indebtedness under the Lender Loan and endorsed by HUD.

“*Lender Loan*” means the loan made by the Lender to the Borrower in the original principal amount not to exceed \$21,500,000, as evidenced by the Lender Borrower Note and secured by the Lender Mortgage.

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

“*Lender Mortgage*” means the priority Multifamily Mortgage, Assignment of Leases and Rents and Security Agreement (Florida) dated as of [] 1, 2022, from Borrower for the benefit of the Lender to secure the repayment of the Lender Borrower Note.

“*Loan*” means the loan in the principal amount of \$21,500,000 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, 2022, and thereafter any subsequent mandatory tender date prior to the Maturity Date.

“*Maturity Date*” means [] 1, 20[]

“*Moody’s*” means Moody’s Investors Service Inc., 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.

“*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:

1. As to the Issuer:

Housing Financing Authority of St. Johns County
200 San Sebastian View, Suite 2300
St. Augustine, FL 32084
Attention: []
Telephone:[]
Email:[]

With copy to:

Bradley, Garrison & Kamando, P.A.
1279 Kingsley Avenue, Suite 118
Orange Park, Florida 32073
Attention: Rich Komando, Esq.
Telephone: (904) 269-1111
Email: rich@claylawyers.com

2. As to the Borrower:

Ponte Vedra Beach Leased Housing Associates I, LLLP
c/o Dominion Development & Acquisition, LLC
2905 Northwest Boulevard, Suite 150
Plymouth, MN 55441-7400
Attention: Terrence Sween and Mark Moorhouse
Telephone: (763) 354-5618
Email: tween@dominiuminc.com; mmoorhouse@dominiuminc.com

With copy to:

Winthrop & Weinstine, P.A.
225 South Sixth Street, Suite 3500
Minneapolis, MN 55402-4629
Attention: John Nolde
Telephone: (612) 604-6720
Email: jnold@winthrop.com

3. As to Investor Limited Partner:

TCC Ponte Vedra Beach Leased Housing Associates I, LLC
c/o Truist Bank
303 Peachtree Street, Northeast, Suite 2200
Atlanta, Georgia 30308
Attention: []
Telephone: []
Email: []

With copy to:

Holland & Knight LLP
1180 West Peachtree Street NW, Suite 1800
Atlanta, Georgia 30309
Attention: []
Telephone: []
Email: []

4. As to the Rating Agency:

Moody's Investor Services, Inc.
250 Greenwich Street, 16th Floor
New York, New York 10007
Attention: Public Finance Group – Housing Team
Email: Housing@moodys.com

5. As to the Trustee:

U.S. Bank Trust Company, National Association
60 Livingston Avenue, 3rd Floor
St. Paul, Minnesota 55107-2292
Attention: Martha Earley
Telephone: (651) 466-6303
Email: martha.earley@usbank.com

With copy to:

Kutak Rock LLC
60 South Sixth Street, Suite 1300
Minneapolis, MN 55402-4513
Attention: Justin Reppe
Telephone: (612) 334-5018
Email: Justin.reppe@kutakrock.com

6. As to the Lender:

Grandbridge Real Estate Capital, LLC
One Market Street
San Francisco, California 94105
Attention: []
Telephone: []
Email: []

With copy to:

Grandbridge Real Estate Capital, LLC
200 East Long Lake Road, Suite 110
Bloomfield Hills, Michigan 48304
Attention: Kenneth Wessel
Telephone: (248) 290-5250
Email: Kenneth.wessel@grandbridge.com

7. As to Remarketing Agent:

Colliers Securities LLC
90 South Seventh Street, Suite 4300
Minneapolis, Minnesota 55402
Attention: Frank J. Hogan
Telephone: (612) 376-4042
Email: frank.hogan@colliers.com

With copy to:

Tiber Hudson LLC
1900 M Street NW, 3rd Floor
Washington, DC 20036
Attention: Kent Neumann
Telephone: (202) 973-0107
Email: kent@tiberhudson.com

“*Official Statement*” means the Official Statement dated [], 2022, relating to the Bonds.

“*Operating Deficit Guaranty*” means the Absolute and Unconditional Guaranty of Operating Deficits, dated as of [] 1, 2022, from the Guarantors, jointly and severally, to the Issuer and the Trustee.

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

“*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 as of [], 2022, as may be amended and supplemented from time to time.

Permitted Investments” means (i) Government Obligations, (ii) to the extent permitted herein, money market funds rated “AAA-mf” (or the equivalent Highest Rating Category given by the Rating Agency for that general security) by the Rating Agency that invest in Government Obligations which 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) Fidelity Institutional Money Market Treasury Only – Class I, as long as it is rated “AAA-mf” (or the equivalent Highest Rating Category given by the Rating Agency for that general category of security) by the Rating Agency. 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) a Lender Collateral Deposit, (ii) funds advanced by the Lender, whether from its warehouse line of credit or proceeds from the sale of GNMA securities, or other funds of the Lender, in connection with the Lender Loan (the “Lender Funds”), (iii) moneys drawn on a letter of credit, (iv) proceeds of the Bonds, (v) proceeds of the Bridge Loan, (vi) funds provided by the Underwriter or Remarketing Agent in excess of the offering or reoffering price of the Bonds, (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, or (vi) investment income derived from the investment of the money described in (i) through (vi)

“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 any expenditures which (a) are incurred not more than 60 days prior to the date on which the Issuer first declared its “official intent” (within the meaning of Treasury Regulation Section 1.150-2) with respect to the Development (other than preliminary expenditures with respect to the Development in an amount not exceeding 20% of the aggregate principal amount of the Bonds); (b) are made exclusively to provide facilities and improvements that constitute part of a “qualified residential rental project” within the meaning of Section 142(d) of the Code; and (c) are properly chargeable to the Development’s capital account under general

federal income tax principles or that would be so chargeable with a proper election or but for a proper election by the Borrower to deduct such expenditure. However, “Qualified Project Costs” do not include (i) issuance costs of the Bonds (within the meaning of Section 147(g) of the Code) or (ii) any fee, charge or profit payable to the Borrower or a “related person” (within the meaning of Section 144(a)(3) of the Code). As used herein, the term “preliminary expenditures” includes architectural, engineering, surveying, soil testing and similar costs that were incurred prior to the commencement of acquisition, rehabilitation and equipping of the Development, but does not include land acquisition, site preparation and similar costs incident to commencement of renovation and equipping of the Development.

“*Rating Agency*” means Moody’s, S&P, or any other nationally recognized securities rating agency rating the Bonds, or such rating agency’s successors or assigns, and initially means Moody’s so long as Moody’s is rating the Bonds.

“*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 Tiber Hudson, any certified public accountant, financial analyst or attorney, or any firm engaged in the forgoing, 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.

“*Remarketing Agent*” means initially Colliers Securities 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 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.

“*Resolutions*” means the resolutions adopted by the Issuer on February 24, 2022 and [] 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.

“*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.

“*Special Limited Partner*” means CDC Special Limited Partner, LLC.

“*State*” means the State of Florida.

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

“*Tax Certificate*” means, collectively, (i) the Arbitrage Rebate Agreement dated the Closing Date, among the Issuer, the Trustee and the Borrower, (ii) the Certificate as to Arbitrage and Certain Other Tax Matters delivered by the Issuer, and (iii) the Borrower’s Proceeds Certificate delivered by the Borrower.

“*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 U.S. Bank Trust Company, National Association, a national banking association duly organized and existing under the laws of the United States of America, and its successor or successors in the trust created by this Indenture.

“*Trustee’s Fee*” means the ongoing compensation and expenses payable to the Trustee as follows: (a) the acceptance fee of the Trustee of [ACCEPTANCE FEE] payable on the Closing Date; (b) the annual administration fees and expenses of the Trustee, as Trustee, Registrar and Paying Agent of [\$] for the ordinary services of the Trustee rendered under this Indenture during each twelve month period, payable semiannually in advance on the Closing Date and on each Interest Payment Date; (c) the reasonable fees and charges of the Trustee for necessary extraordinary services rendered by it and extraordinary expenses incurred by it under this Indenture as and when the same become due, including reasonable counsel fees (including in-house counsel fees and fees prior to litigation, at trial, in insolvency proceedings or for appellate proceedings); provided, further, 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; (d) for purposes of the Bond Loan Agreement, indemnification of the Trustee by the Borrower; and (e) the annual Dissemination Agent Fee under the Continuing Disclosure Agreement, shall be [\$] per year, payable semiannual installments on each June 1 and December 1.

“*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 Land Use Restriction 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 Colliers Securities 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 \$21,500,000 which shall be designated the “Housing Finance Authority of St. Johns County, Florida Multifamily Housing Revenue Bonds (Oaks at St. John), Series 2022” 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 integral multiples of \$1,000 in excess thereof, shall bear interest from the Closing Date to the Mandatory Tender Date at the rate of [0.25%] and thereafter at the Remarketing Rate, payable semiannually on each Interest Payment Date and shall mature on the Maturity Date.

(d) *Book Entry Form.* Initially, the Bonds shall be in Book Entry Form by issuing a single bond in the amount of \$21,500,000, 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 Chairman, Vice Chairman, Executive Director or Chief Financial Officer 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 fully executed counterpart of this Indenture;

(c) A fully executed counterpart of the Bond Loan Agreement, the Land Use Restriction Agreement, the Issuer Servicer Agreement, the Tax Certificate, the Continuing Disclosure Agreement, the Guarantor Documents and the original, fully executed Note;

(d) An 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) An 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 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

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

(h) The Capitalized Interest Deposit, for deposit to the Capitalized Interest Account;

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

(j) Copies of all initial financing statements to be filed by the Borrower upon issuance of the Bonds; and

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. as nominee of DTC. Payment of semi-annual interest for any Bonds shall be made by transfer of same day funds to the account of Cede & Co. on the Interest Payment Date at the address indicated for Cede & Co. 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 & Co., as nominee of DTC. With respect to Bonds registered in the registry books kept by the Trustee in the name of Cede & Co., 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 & Co., 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 & Co., and subject to the transfer provisions hereof, the word "Cede & Co." 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 & 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 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 & Co. 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 & Co., 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 and Mandatory Redemption of Bonds. *{To be discussed if this needs to revert back to no optional redemption}*

(a) The Bonds are subject to redemption, in whole or in part, at a redemption price equal to the principal amount thereof plus accrued interest on any Business Day on or after [] 1, 20[] (the “Optional Redemption Date”), 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.

(b) Upon delivery of a written certificate from the Borrower to the Issuer and the Trustee that the Conditions to Disbursement cannot be met by the Borrower, or in the event the Conditions to Disbursement are not met by [June 1, 2023], the Bonds shall be subject to mandatory redemption in whole on the Initial Mandatory Tender Date and may not be remarketed in accordance with Section 3.07 hereof. The Trustee shall transfer all moneys and investments then held in the Project Fund and the Collateral Fund from such accounts and deposit same in a defeasance account to be created by the Trustee under Section 9.01 hereof, to defease the Bonds for mandatory redemption on the Initial Mandatory Tender Date.

(c) After the Mandatory Tender Date, the Bonds shall be subject to optional redemption on and after the Business Day that is nearest to the date falling at 50% of the period beginning on the remarketing date and ending on the earlier of the next mandatory tender date, if any, or the Maturity 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.

(d) With respect to an optional redemption under paragraph (a) or (b) above, if the redemption price exceeds the amount the Trustee holds in immediately available funds within the Proceeds Account of the Project Fund, the Bond Fund, and the Collateral Fund, then (i) there shall be in place at the time the Trustee gives the notice of redemption pursuant to the paragraph below arrangements enabling the Trustee to liquidate on or prior to the date of redemption Permitted Investments on deposit in the Proceeds Account of the Project Fund, the Bond Fund and the Collateral Fund, for an aggregate amount of money sufficient to pay the redemption price of all Bonds or portions thereof to be redeemed on the date fixed for redemption, and (ii) prior to the date fixed for redemption, the Trustee shall have received a Rating Confirmation.

(e) 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 or the Rating Confirmation is not received, 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 35 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. Redemption is conditioned upon the Trustee having 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., Eastern 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. Eastern 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 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. 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 ten (10) days before the Mandatory Tender Date, the Remarketing Agent shall offer for sale and use its best efforts to sell Bonds on 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 written notice from the Issuer that the Issuer has approved as to form and substance any disclosure document or offering materials which, in the opinion of counsel to the Issuer and the Remarketing Agent, are necessary to be used in connection with the remarketing of the Bonds.

(3) The Trustee has received 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.

(4) 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.

(5) 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, as reflected in a Cash Flow Projection.

(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., Eastern 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 fewer than four (4) days prior to 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., Eastern 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.

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) Business 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.* “Housing Finance Authority of St. Johns County, Florida Multifamily Housing Revenue Bonds (Oaks at St. John), Series 2022 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.* “Housing Finance Authority of St. Johns County, Florida Multifamily Housing Revenue Bonds (Oaks at St. John), Series 2022 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.

(c) *Rebate Fund.* “Housing Finance Authority of St. Johns County, Florida Multifamily Housing Revenue Bonds (Oaks at St. John), Series 2022 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.* “Housing Finance Authority of St. Johns County, Florida Multifamily Housing Revenue Bonds (Oaks at St. John), Series 2022 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.* “Housing Finance Authority of St. Johns County, Florida Multifamily Housing Revenue Bonds (Oaks at St. John), Series 2022 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.* “Housing Finance Authority of St. Johns County, Florida Multifamily Housing Revenue Bonds (Oaks at St. John), Series 2022 “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 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, which request has been approved by the Lender if to be accompanied by a deposit of Lender Funds, 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.

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 when evidenced by a written invoice and written instruction of the Borrower or the Issuer to pay such amount. Amounts on deposit in the Expense Fund shall be withdrawn or maintained, as appropriate by the Trustee to pay (i) to or at the direction of, the Issuer, the Issuer Fee and the Issuer Servicer Fee, (ii) to the Trustee, the Trustee's 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 (i) 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.

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 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 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, 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.

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 Tax Certificate.

(a) The determination of the Rebate Requirement shall be made in accordance with the Tax Certificate 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 Tax Certificate, 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 Tax Certificate 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 Tax Certificate, 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. No disbursements shall be made prior to the Financial Closing and satisfaction of the Conditions to Disbursement. Thereafter, 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.

With regard to disbursements in connection with a Collateral Payment by the Lender, each disbursement from the Project Fund shall be made in accordance with the Lender Loan Documents and FHA/HUD requirements together with a written Requisition signed by the Borrower substantially in the form attached to this Indenture as Exhibit B. With respect to disbursements in connection with a Collateral Payment by the Bridge Lender, each disbursement from the Project Fund shall be made in accordance with the written direction of the Bridge Lender. Upon approval of a Requisition by the Issuer Servicer (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 in accordance with the written instructions of 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.

All disbursements from the Project Fund will be made by the Trustee (i) to the extent that the disbursement results from a deposit of Lender Funds, directly to the Lender, or (ii) with regard to other Collateral Payments, 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 disbursements following 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 Project. 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 and the Trustee and the Rating Agency shall be provided with a Cash Flow Projection.

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 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 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 Bonds when due.

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. 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 direction of the Borrower. The Expense Fund shall be invested in Permitted Investments at the 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.

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 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 Tax Certificate.

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 Government Obligations (including any short term investment fund rated "Aaa-mf" (or comparable) by the Rating Agency 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, 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 electronic, telegraphic or written notice to the Borrower and the Investor Limited Partner of Borrower. 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, at the option of the Trustee, 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 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 Loan. 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 Loan; or

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

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 Agreement).

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 Loan or to foreclose on the Lender Mortgage.

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, in its discretion, 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, 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.

(j) Upon written request by the Rating Agency, the Trustee shall furnish to the Rating Agency the balance of funds on hand with the Trustee and other information as may be reasonably required to maintain the rating on the Bonds.

(k) The Trustee shall notify the Rating Agency of (a) the occurrence of an Event of Default of which the Trustee has actual notice, (b) the occurrence of any monetary or other material default under the Loan of which the Trustee has actual notice, (c) any change in the identity of the Trustee, (d) any amendments, modifications, supplements or changes to this Indenture, the Bond Loan Agreement, the Note or the Bonds, including any extension of principal or modification of interest or redemption premium due on any of the Bonds, in each case only in the event the Trustee has actual notice, (e) any change or proposed change in the structure or identity of the Borrower of which the Trustee has actual knowledge, (f) any change or notification of proposed change of the Mandatory Tender Date or Remarketing Date, (g) any partial prepayment of the Loan or the giving of notice of the call for redemption of any Bonds, (h) any material change in the investment of funds subject to the lien of this Indenture, (i) any defeasance or acceleration of the Bonds hereunder, (j) any change in the Remarketing Agent of which its Trustee has actual knowledge, or (k) any sale of Permitted Investments below par, as shown in a Cash Flow Projection delivered to the Rating Agency prior to the sale date.

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 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, by the Borrower for cause (with the consent of 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. 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, 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.

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 a majority 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.

(a) 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; 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.

(b) 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 (i) the written consents of Holders of not less than a majority 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.

(b) 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.

(c) 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.

(d) The Trustee shall send written notice to the Rating Agency of any amendment to this Indenture.

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 Agreement), (B) funds that are not derived from (i) revenues of the Project (as defined in the Lender Mortgage) 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 Project, the Lender, the proceeds of the Lender Borrower Note, or the assets of the Borrower, except from Non-Project Sources. In addition, the rights and obligations of the parties under this Indenture 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 and (ii) the provisions of the Lender Loan Documents or the Program Obligations (as defined in the Lender Mortgage), 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.

(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 Loan 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, the 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.

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

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.

**HOUSING FINANCE AUTHORITY OF
ST. JOHNS COUNTY, FLORIDA**

By: _____
Michael O'Donnell, Chair

ATTEST:

By: _____
Robert Marshall, Vice Chair

**U.S. BANK TRUST COMPANY,
NATIONAL ASSOCIATION, as Trustee**

By: _____
Name:
Title:

[Trust Indenture | Signature Page]

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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:

PONTE VEDRA BEACH LEASED HOUSING ASSOCIATES I, LLLP, a Minnesota limited liability limited partnership

By: Ponte Vedra Beach Leased Housing Associates I, LLC, a Minnesota limited liability company, as sole General Partner

By: _____
Terrence Sween, Vice President

EXHIBIT A
FORM OF BONDS

No. R-[]

\$[]

\$[]
UNITED STATES OF AMERICA
STATE OF FLORIDA
HOUSING FINANCE AUTHORITY OF ST. JOHNS COUNTY, FLORIDA
MULTIFAMILY HOUSING REVENUE BONDS
(OAKS AT ST. JOHN), SERIES 2022

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>
[], 2022]	[.]%	[] 1, 202[]	[] 1, 202[]	[593344] []

Registered Owner: CEDE & CO.

Principal Amount: [] DOLLARS

FOR VALUE RECEIVED, the Housing Finance Authority of St. Johns County, Florida (“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 U.S. Bank Trust Company, National Association, 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

Exhibit A-1

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, 202[], 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 \$21,500,000 Housing Finance Authority of St. Johns County, Florida Multifamily Housing Revenue Bonds (Oaks at St. John), Series 2022 (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, Part IV, Chapter 159, Florida Statutes, as amended and supplemented from time to time, and other applicable provisions of law (the "Act"), for the purpose of financing a portion of the costs of the acquisition, rehabilitation, installation and equipping by Ponte Vedra Beach Leased Housing Associates I, LLLP, a Minnesota limited liability limited partnership (the "Borrower"), of a 160-unit multifamily rental housing facility to be occupied by persons of low, middle or moderate income to be known as Oaks at St. John and to be located at 210 Nettles Lane, Ponte Vedra Beach, Florida 32081 St. Johns 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, 2022 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, 2022, 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 integral multiples 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.

IN WITNESS WHEREOF, the HOUSING FINANCE AUTHORITY OF ST. JOHNS COUNTY, FLORIDA 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.

**HOUSING FINANCE AUTHORITY OF
ST. JOHNS COUNTY, FLORIDA**

[SEAL]

By: _____
Michael O'Donnell
Chair

ATTEST:

Robert Marshall
Vice Chair

CERTIFICATE OF AUTHENTICATION

This Bond is one of the Bonds described in the Trust Indenture referred to in this Bond.

**U.S. BANK TRUST COMPANY,
NATIONAL ASSOCIATION, 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: PONTE VEDRA BEACH LEASED HOUSING ASSOCIATES I, LLLP

PROJECT: OAKS AT ST. JOHN

REQUISITION NO.: _____

In the Amount of \$ _____

TO: U.S. Bank Trust Company, National Association, 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, 2022 (the "Agreement") and (ii) the Trust Indenture dated as of [] 1, 2022 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,

Exhibit B-2

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.

Executed this ___ day of _____, 20__.

BORROWER:

PONTE VEDRA BEACH LEASED HOUSING ASSOCIATES I, LLLP, a Minnesota limited liability limited partnership

By: Ponte Vedra Beach Leased Housing Associates I, LLC, a Minnesota limited liability company, as sole General Partner

By: _____
Terrence Sween, Vice President

AMERINAT®, a Minnesota limited liability company

By: _____
Name: _____
Title: _____

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)

HOUSING FINANCE AUTHORITY OF ST. JOHNS COUNTY, FLORIDA

**Multifamily Housing Revenue Bonds
(Oaks at St. John), Series 2022**

Dated: _____

Costs of Issuance Requisition No. ____

TO: U.S. Bank Trust Company, National Association, as trustee (the “**Trustee**”) under the Trust Indenture dated as of [] 1, 2022, with the Housing Finance Authority of St. Johns County, Florida (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 Ponte Vedra Beach Leased Housing Associates I, LLLP (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.

(SIGNATURES APPEAR ON FOLLOWING PAGE)

IN WITNESS WHEREOF, the undersigned has signed this Requisition by and on behalf of the Borrower.

PONTE VEDRA BEACH LEASED HOUSING ASSOCIATES I, LLLP, a Florida limited liability limited partnership

By: Ponte Vedra Beach Leased Housing Associates I, LLC, a Minnesota limited liability company, as sole General Partner

By: _____
Terrence Sween, Vice President

This Preliminary Official Statement and certain of the information contained herein is in a form deemed final for purposes of Rule 15c2-12 under the Securities Exchange Act of 1934, as amended (except for the omission of certain information permitted to be omitted under Rule 15c2-12(b)(1)). The information herein is subject to revision, completion or amendment in a final Official Statement. Under no circumstances shall this Preliminary Official Statement constitute an offer to sell or a solicitation of an offer to buy nor shall there be any sale of these securities in any jurisdiction in which such offer, solicitation or sale would be unlawful prior to registration or qualification under the securities laws of any such jurisdiction.

PRELIMINARY OFFICIAL STATEMENT DATED DECEMBER __, 2022

NEW ISSUE/BOOK ENTRY ONLY

**RATING: Moody's: "[Aaa/VMIG 1]"
(See "RATING" herein)**

In the opinion of Foley & Lardner LLP to the Housing Finance Authority of St. Johns County, Florida, assuming the accuracy of certain representations and continuing compliance by the Issuer and the Borrower with certain covenants, under existing statutes, regulations and judicial decisions, interest on the Bonds (as herein defined) is excludable from gross income for federal income tax purposes under the Internal Revenue Code of 1986 (the "Code"), except that no opinion is expressed as to the status of interest on any such Bond for any period that such Bond is held by a "substantial user" of the facilities financed or refinanced by the Bonds or by a related person within the meaning of Section 147(a) of the Code, and interest on the Bonds is not a specific preference item for purposes of the federal alternative minimum tax. Bond Counsel is further of the opinion that the Bonds and the interest thereon are exempt from taxation under the existing laws of the State of Florida, except as to estate taxes and taxes imposed by Chapter 220, Florida Statutes, as amended. Bond Counsel expresses no opinion regarding any other tax consequences related to the ownership or disposition of, or the accrual or receipt of interest on, the Bonds. See "TAX MATTERS" herein.

\$21,500,000*

**Housing Finance Authority of St. Johns County, Florida
Multifamily Housing Revenue Bonds
(Oaks at St. John), Series 2022**

CUSIP: _____**

Price: __% Interest Rate: __%

Dated: Date of Delivery

Mandatory Tender Date: December 1, 2024*

Maturity Date: December 1, 2025*

The above-captioned Bonds (the "Bonds") are being issued by the Housing Finance Authority of St. Johns County, Florida (the "Issuer") to fund a loan (the "Loan") to Ponte Vedra Beach Leased Housing Associates I, LLLP, a Minnesota limited liability 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 160-unit multifamily rental housing development and related facilities known as Oaks at St. John and located in St. Johns County, Florida (the "Development"). The Issuer is issuing the Bonds pursuant to a Trust Indenture dated as of December 1, 2022 (the "Indenture") between the Issuer and U.S. Bank Trust Company, National Association, as trustee (the "Trustee"). The Issuer will loan the proceeds of the Bonds to the Borrower pursuant to the terms of a certain Loan Agreement dated as of December 1, 2022 (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 or integral multiples 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

*Preliminary; subject to change.

**The Issuer is not responsible for the use of the CUSIP numbers referenced in this Official Statement nor is any representation made by the Issuer as to their correctness; such CUSIP numbers are included solely for the convenience of the readers of this Official Statement.

is the responsibility of the DTC Participants. The Bonds will bear interest from their dated date, payable semiannually on June 1* and December 1* of each year, commencing June 1, 2023*. 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.

The Bonds are subject to mandatory tender for purchase on December 1, 2024* (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 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. 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.

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 Colliers Securities LLC (the “Underwriter”), subject to the approval as to their validity by Foley & Lardner LLP, Jacksonville, Florida, and certain other conditions. Certain legal matters will be passed upon for the Issuer by its counsel, Bradley, Garrison & Komando, P.A., Orange Park, Florida, for the Borrower by its counsel, Winthrop & Weinstine, P.A., Minneapolis, Minnesota, and for the Underwriter by its counsel, Tiber Hudson LLC, Washington, D.C. Certain financial advisory services will be provided to the Issuer by Public Resources Advisory Group, St. Petersburg, Florida. It is anticipated that the Bonds will be available for delivery through DTC in New York, New York, on or about December __, 2022.



Date: December __, 2022

*Preliminary; subject to change.

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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, 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 web site 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" (as such information pertains to 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" (as such information pertains to the Issuer), and "DISCLOSURE REQUIRED BY SECTION 517.051(1), FLORIDA STATUTES."

IN CONNECTION WITH THIS OFFERING, THE UNDERWRITER MAY OVERALLOT OR EFFECT TRANSACTIONS WHICH STABILIZE OR MAINTAIN THE MARKET PRICE OF THE BONDS OFFERED HEREBY AT A LEVEL ABOVE THAT WHICH MIGHT OTHERWISE PREVAIL IN THE OPEN MARKET. SUCH STABILIZING, IF COMMENCED, MAY BE DISCONTINUED AT ANY TIME.

OFFICIAL STATEMENT

\$21,500,000*

**HOUSING FINANCE AUTHORITY OF ST. JOHNS COUNTY, FLORIDA
MULTIFAMILY HOUSING REVENUE BONDS
(OAKS AT ST. JOHN), SERIES 2022**

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 Housing Finance Authority of St. Johns County, Florida (the “Issuer”) of its \$21,500,000* Multifamily Housing Revenue Bonds (Oaks at St. John), Series 2022 (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 (the “Act”), and the Trust Indenture dated as of December 1, 2022 (the “Indenture”) between the Issuer and U.S. Bank Trust Company, National Association, as trustee (the “Trustee”).

The Bonds are being issued for the purpose of funding a loan (the “Loan”) to Ponte Vedra Beach Leased Housing Associates I, LLLP, a Minnesota limited liability limited partnership (the “Borrower”), pursuant to the terms of a Loan Agreement dated as of December 1, 2022 (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 160-unit multifamily rental housing development and related facilities known as Oaks at St. John and located in St. Johns 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 Borrower anticipates entering into a lender loan with respect to the Development as soon as possible after receiving a commitment for U.S. Department of Housing and Urban Development (“HUD”) insurance, which is expected to be received no later than _____ 20____, with Grandbridge Real Estate Capital LLC, a North Carolina limited liability company, as the lender. However, the Borrower is prepared, should an issue arise during the HUD application and commitment process, to pursue a lender loan with respect to the Development with a different lender. The lender loan ultimately entered into and the actual lender are referred to herein as the “Lender Loan” and the “Lender,” respectively. See “THE LENDER LOAN AND OTHER FINANCING SOURCES” herein. The Borrower’s repayment obligations under the Lender Loan will be evidenced by customary loan documents and will be secured by a first-lien priority mortgage on the Development (the “Lender Mortgage” and, together with the loan documents, the “Lender Loan Documents”). In the event of conflict between the provisions of the Note, the Indenture and Bond Loan Agreement (collectively, the “Bond Documents”), and the Lender Loan Documents, the Lender Loan Documents will control. See “SUBORDINATION TO LENDER LOAN DOCUMENTS AND PROGRAM OBLIGATIONS” 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 Loan or under the Lender Loan Documents. Furthermore, none of the Owners of the Bonds, the Trustee or the Issuer will have a (i) lien

* Preliminary; subject to change.

on the real estate on which the Development is located, or (ii) a lien on any funds, accounts or reserves established, disbursed, maintained and/or collected by the Lender in connection with the Lender Loan.

Upon issuance of the Bonds, the Bond proceeds will be deposited into the Project Fund. Disbursement of Bond proceeds from the Project Fund will be conditioned, among other things, on the closing of the Lender Loan and prior deposit with the Trustee by the Lender of an equal amount of funds in the Collateral Fund (the “Lender Collateral Deposits”). No Lender Collateral Deposits will be deposited into the Collateral Fund upon issuance of the Bonds or until the Lender Loan has closed. In addition, certain other Conditions to Disbursement (hereinafter defined) must be met prior to disbursement of Bond proceeds from the Project Fund. See “SECURITY FOR THE BONDS — The Project Fund and Collateral Fund” herein. [In the event that the Conditions to Disbursement from the Project Fund are not met by the earlier of (i) _____ 1, 2023 or (ii) the date the Borrower delivers a certificate to the Trustee and the Issuer that the Conditions to Disbursement cannot be met, all moneys and investments on deposit in the Project Fund, together with any amounts on deposit in the Collateral Fund, if any, and Capitalized Interest Account, will be transferred to a defeasance account to be created by the Trustee under the Indenture and the lien of the Bonds under the Indenture will be defeased in accordance with the defeasance provisions of the Indenture and the Bonds will be redeemed in full on the Initial Mandatory Tender Date. See “THE BONDS — Redemption of Bonds on or Prior to the Initial Mandatory Tender Date” herein and “APPENDIX B — DOCUMENT SUMMARIES — SUMMARY OF CERTAIN PROVISIONS OF THE INDENTURE — Discharge of the Lien” attached hereto.]

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 an Amended and Restated Land Use Restriction Agreement, dated as of December 1, 2022 (the “Land Use Restriction 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 LAND USE RESTRICTION AGREEMENT” herein. The Borrower is required to operate the Development in compliance with the Land Use Restriction Agreement, which contains certain representations, warranties and covenants concerning the operation thereof. Under the Land Use Restriction Agreement, the Borrower is required during the Qualified Project Period (as such term is defined in the Land Use Restriction Agreement), among other things, to lease at least 40% of the completed residential units in the Development to persons 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 Land Use Restriction 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 LAND USE RESTRICTION 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 December 1, 2024* (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

* Preliminary; subject to change.

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 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 by Grandbridge Real Estate Capital LLC, a North Carolina limited liability company (the “Lender”), or Truist Bank, a North Carolina banking corporation (the “Bridge Lender”), of an equal amount of funds from the Lender or Bridge Lender (the “Collateral Payments”). **On the Closing Date, and from time to time thereafter, 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, 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, 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 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, 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, 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.

The Lender will make a loan in the aggregate principal amount of \$21,500,000* to the Borrower to provide permanent financing for the Development (the “Lender Loan”), which loan will be insured by the Federal Housing Administration (“FHA”) under Section 207 pursuant to Section 241(a) of the National Housing Act of 1934, as amended. In connection with the Lender Loan, the Borrower will execute a Note (Multistate) (the “Lender Borrower Note”). The Borrower’s repayment obligations under the Lender Borrower Note will be secured by a first priority Multifamily Mortgage, Assignment of Leases and Rents and Security Agreement (Florida) on the Development (the “Lender Mortgage”).

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 Loan or under the Lender Loan Documents. Furthermore, none of the Owners of the Bonds, the

* Preliminary; subject to change.

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 Lender in connection with the Lender Loan.

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 Land Use Restriction 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 Land Use Restriction 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

General

The Issuer was created as a public body corporate and politic in accordance with the Florida Housing Finance Authority Law, Sections 159.601 et seq., Florida Statutes, as amended, and Ordinance No. 80-7 enacted by the Board of County Commissioners (the “Board”) of St. Johns County, Florida (the “County”) on February 26, 1980, as amended by Ordinance No. 80-25 enacted by the Board on March 11, 1980 (collectively, the “Act”). The Board is the principal legislative and governing body of the County, as provided by the Florida Constitution and Chapter 125, Florida Statutes. The Issuer is authorized, in furtherance of the public purposes described in the Act, to alleviate the shortage of affordable residential housing within the County, by providing funds for investment by the private sector in the construction or rehabilitation of such housing for low, moderate or middle income families or persons within the County by issuing its revenue bonds. The Issuer is also authorized to enter into such agreements which are necessary to secure the repayment of the principal of and interest on the Bonds.

The Issuer has previously issued bonds to finance and refinance multifamily properties, however, those bonds were issued pursuant to separate trust indentures and are not secured by the Development.

The Issuer is currently composed of seven members appointed by the Board. The members of the Issuer serve for terms not exceeding four years (members continue to serve until a new appointment is made) and the current members of the Issuer and the dates on which their respective terms expire are as follows:

<u>Office</u>	<u>Member Name</u>	<u>Expiration of Term</u>
Chairman	Michael O’Donnell	February 4, 2024
Vice-Chair	Robert Marshall	February 4, 2024
Board Member	Erick Saks	February 16, 2025
Board Member	Malinda Peebles	June 1, 2022
Board Member	Andrew Evener	February 16, 2025
Board Member	Vacant	_____, 20__

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, and from time to time thereafter, 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, 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 Project Fund and Collateral Fund

On the Closing Date, the proceeds of the Bonds will be deposited in the Project Fund pursuant to the Bond Loan Agreement and the Indenture and invested in Permitted Investments. After the conditions to disbursement of funds from the Project Fund provided in the Indenture described below (the "Conditions to Disbursement") have been met, Bond proceeds will be disbursed by the Trustee, upon deposit by the Lender of an equal amount of Lender Loan proceeds into the Collateral Fund, to be applied to the costs of the Development. The Conditions to Disbursement mean the following events or conditions have been satisfied:

(a) Closing of the acquisition of the Project, including the execution and delivery of all related real estate documents and the recording of same in the Official Records of St. Johns County, Florida;

(b) Closing of the Lender Loan, including the execution and delivery of all Lender Loan Documents, and, if applicable, recording of all Lender Loan Documents in the Official Records of St. Johns County, Florida;

- (c) Recording of the Land Use Restriction Agreement in the Official Records of St. Johns County, Florida;
- (d) Delivery to the Lender and the Issuer of a certified copy of the Partnership Agreement reflecting the admission of any investor limited partners;
- (e) Admission of the Investor Limited Partner; and
- (f) Written evidence prepared by the Issuer Servicer of the satisfaction of all conditions set forth in the Credit Underwriting Report.

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, and from time to time thereafter, the Lender and the Bridge Lender will irrevocably deposit into the Collateral Fund Collateral Payments in the total aggregate amount of \$21,500,000*. 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 and the Lender, 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 (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. 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 Loan 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 Lender in connection with the Lender Loan.

Nonrecourse Liability of Borrower

The Bond Loan Agreement provides that (i) the liability of the Borrower and the Manager 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 Manager 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 Manager 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

* Preliminary; subject to change.

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 Manager, 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 Manager 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) any indemnification or payment obligations to the Issuer as more particularly described in the Bond Loan Agreement.

Revenue 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. 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.

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 under clause (b) of the section “THE BONDS – Redemption of Bonds” herein, (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, money market funds rated “AAA-mf” (or the equivalent Highest Rating Category given by the Rating Agency for that general category of security) by the Rating Agency that invest 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” (or the equivalent Highest Rating Category given by the Rating Agency for that general category of security) by the Rating Agency. 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.

THE LENDER LOAN

The Borrower anticipates that it will enter into the Lender Loan in _____ 20__ for the permanent financing of the Development pursuant to the HUD Section 223(f) loan program. The Borrower has been invited to submit its application to HUD for the Lender Loan. However, the Lender Loan has not been approved by the Lender or HUD and will not be closed until after the issuance of the Bonds. The Lender Loan may or may not be approved by HUD and may or may not close. In that event, the Borrower anticipates that it would secure alternate permanent financing through other federal programs. The failure to close the Lender Loan or provide alternate permanent financing will not affect the security for the Bonds or result in a default under the Bond Loan Agreement or the Indenture and will not result in payment of the Bonds prior to the Initial Mandatory Tender Date.

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*	
Bond Proceeds	\$21,500,000
Lender Loan ¹	16,239,500
Low Income Tax Credit Equity	14,080,725
GP/SLP Equity	3,218,462
Deferred Developer Fee	4,918,184
Total	\$59,956,871
 Uses of Funds*	
Acquisition Costs	\$22,400,000
Cash Collateralized Bonds	21,500,000
Construction Costs	6,546,178
Interim Escrowed Funds	556,368
Lender or Investor Cash Reserves	735,746
Professional Services	836,375
Construction Loan Costs	93,563
Permanent Financing Costs	1,062,122
Investment Vehicle Bond Costs	746,358
Closing Costs	180,556
Tax Credit Fees	381,422
Developer Fee	4,918,183
Total	\$59,956,871

¹ *The Lender Loan will not be closed prior to the issuance of the Bonds. It is anticipated that the Lender Loan will close by _____ 20___. Closing of the Lender Loan is a Condition to Disbursement. See "THE LENDER LOAN" herein. After closing of the Lender Loan and satisfaction of the other Conditions to Disbursement, a deposit of a portion of the Lender Loan into the Collateral Fund will be required prior to the disbursement of a like amount of Bond proceeds from the Project Fund.*

All costs of issuance of the Bonds, including the Underwriter's fee, will be paid by the Borrower.

The Lender Loan. The Development will utilize a mortgage loan (the "Lender Loan") insured by the Federal Housing Administration ("FHA") under Section 223(f) of the National Housing Act of 1934, as amended, and applicable regulations promulgated thereunder. The Lender Loan is expected to close simultaneously with the issuance of the Bonds.

* Preliminary; subject to change.

The Lender Loan is expected to be in the original principal amount of \$16,239,500* and is expected to bear interest at the estimated rate of 5.30% per annum. The Lender Loan proceeds are expected to be disbursed in full at closing by the Mortgage Lender to or for the benefit of the Borrower. The Lender Loan will be evidenced by the Mortgage Note, secured by the Mortgage on the Development, and the Mortgage Lender will issue, with respect to the Mortgage Note, fully amortized mortgage-backed securities (“GNMA Securities”) guaranteed as to timely payment of principal and interest by the Government National Mortgage Association (“GNMA”). It is anticipated that Lender Funds will be deposited into the Collateral Fund (along with other Collateral Payments), thereby permitting the Trustee to transfer a like amount from the Project Fund pursuant to the Indenture to reimburse the Lender for such advances. The Lender Loan will be amortized over 35 years.

The Low Income Housing Tax Credit Proceeds. Simultaneously with the issuance of the Bonds, the Borrower sold to the Investor Limited Partner a 99.99% ownership interest in the Borrower. Pursuant to the sale, the funding of the Federal Low Income Housing Tax Credit equity will total approximately \$14,080,725* with an initial capital contribution of \$2,816,145*. 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 varying significantly from the projections set forth above and neither the Issuer nor the Underwriter makes any representation as to the availability of such funds.

Deferred Developer Fee and GP Equity. The Development will also utilize a Deferred Developer Fee in the amount of \$4,918,184* and GP/SLP Equity in the amount of \$3,218,462* as sources of funding. The Deferred Developer Fee and GP/SLP Equity fee will be repaid through surplus cash flow received from the operation of the Development.

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:

Project	Sources of Funds*	
	Bond Proceeds	\$21,500,000
	Collateral Payments	
	Capitalized Interest Deposit†	
	Total	\$
	Uses of Funds*	
	Deposit to Proceeds Account of the Project Fund	\$21,500,000
	Deposit to Capitalized Interest Account†	
	Deposit to Collateral Fund	
	Total	\$

† The Capitalized Interest Deposit has been calculated to be sufficient to pay, together with investment earnings on Permitted Investments deposited with the Trustee on the Closing Date, and without the need for reinvestment, interest which will become due on the Bonds to the Mandatory Tender Date.

Regulation

The Borrower intends to [construct] [rehabilitate] and operate the Development as a qualified residential rental project in accordance with the provisions of Section 142(d) of the Code. Concurrently

* Preliminary; subject to change.

with the [issuance of the Bonds][closing of the Lender Loan], the Borrower, the Issuer and the Trustee will enter into the Land Use Restriction Agreement. [The Land Use Restriction Agreement will later be recorded on the Development at the time the Development is acquired by the Borrower.] Under the Land Use Restriction Agreement, the Borrower will agree that, at all times during the Qualified Project Period, the Borrower will rent at least 40% of the units in the Development to persons whose adjusted family income (determined in accordance with the provisions of the Code) is less than 60% of the median area income (adjusted for family size). The Qualified Project Period commences on the later of the Closing Date or the first day on which at least 10% of the units are occupied and continues until the latest of (a) the date which is fifteen (15) years after the later of the Closing Date or the date on which at least ten percent (10%) of the units in the Development are first occupied, (b) the first date on which no tax-exempt private activity bonds with respect to the Development are outstanding, or (c) the date on which any assistance provided with respect to the Development under Section 8 of the National Housing Act terminates. The failure of the Borrower to comply with the Land Use Restriction Agreement could cause interest on the Bonds to be included in gross income for federal income tax purposes. See APPENDIX B – DOCUMENT SUMMARIES – SUMMARY OF CERTAIN PROVISIONS OF THE LAND USE RESTRICTION AGREEMENT.

The Development will also be encumbered by an Extended Use Agreement required by Section 42 of the Code relating to tax credits, which will (a) restrict the income levels of 100% of the units in the Development to amounts not greater than 60% of the area median income adjusted for family size, and (b) restrict the rents which may be charged to the tenants for occupancy of units in the Development to not more than 30% of 60% of area median income, adjusted for family size.

Additional restrictions are imposed on the Development pursuant to the HUD Regulatory Agreement entered into by the Borrower in connection with the Lender Loan.

Tax Credits

Simultaneously with the issuance of the Bonds, the Borrower expects the General Partner and the Investor Limited Partner to enter into an amended and restated operating agreement of the Borrower pursuant to which the Investor Limited Partner will acquire a 99.98% ownership interest in the Borrower. Pursuant to the offer, the equity funding arrangements for the funding of the tax credit equity are expected to be in the total amount set forth under “THE PROJECT — Plan of Financing” herein paid in stages during and after rehabilitation of the Development. These 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 varying significantly from the estimates set forth herein and neither the Issuer nor the Underwriter makes any representation as to the availability of such funds.

THE DEVELOPMENT AND THE PARTICIPANTS

The Development

The Development, known as Oaks at St. John, is located in Ponte Vedra, Florida, on an approximately 23.9-acre site. The Development contains 160 apartment units located in seven buildings. Construction of the Development is anticipated to commence in January 2023* and be completed approximately 12* months later.

* Preliminary; subject to change.

The building construction consists of seven buildings with community space. Common area improvements will include: an office, a lounge with [coffee bar, exercise room, office equipment for tenant use and meeting rooms. Site amenities include: playground areas for various ages of children and families, landscaped courtyards between buildings with picnic areas to grill out or have large gatherings, a community garden and walking paths to encourage outdoor physical activity]. There are 327 parking spaces for resident use only.

The unit mix and approximate square footage for the units of the Development will be as follows:

Unit Type	Average Square Feet	Number of Units
1 bedroom 1 bath	829	36
2 bedroom 2 bath	1096	48
3 bedroom 2 bath	1235	44
4 bedroom 2 bath	1360	<u>32</u>
Total:		160

The Land Use Restriction Agreement

At all times during the Qualified Project Period, not less than 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 at or below 60% of area median income (“AMI”) for the area in which the Development is located. See “APPENDIX B – DOCUMENT SUMMARIES – SUMMARY OF CERTAIN PROVISIONS OF THE LAND USE RESTRICTION AGREEMENT.”

The Land Use Restriction Agreement will also contain provisions for verifying compliance with the terms thereof. The provisions of the Land Use Restriction 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 Land Use Restriction 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 Land Use Restriction Agreement, as described under the heading “APPENDIX B – DOCUMENT SUMMARIES – SUMMARY OF CERTAIN PROVISIONS OF THE LAND USE RESTRICTION AGREEMENT.” Such a breach by the 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’ RISK– - 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, adjusted for family size in accordance with Section 142(d) of the Code, and the rents which may be charged for occupancy of such units shall be restricted to an amount not greater than 30% of 60% of AMI for the area in which the Development is located.

The Borrower

The Borrower for the Development is Ponte Vedra Beach Leased Housing Associates I, LLLP, a Minnesota limited liability limited partnership, a single asset entity formed for the specific purpose of acquiring, owning, and operating the Development. The general partner of the Borrower is Ponte Vedra Beach Leased Housing Associates I, LLC, a Minnesota limited liability company (the “General Partner”), which will have a 0.005% ownership interest in the Borrower. TCC Ponte Vedra Beach Leased Housing Associates I, LLC, a Georgia limited liability company (the “Investor Limited Partner”), will own a 99.98% interest in the Borrower. Ponte Vedra Beach Leased Housing Associates LP I, LLC, a Minnesota limited liability company (the “Class B Limited Partner”) will own a 0.005% interest in the Borrower. [_____, a _____ (the “Special Limited Partner”) will own a [0.01%] interest in the Borrower.]

The Developer

Ponte Vedra Beach Leased Housing Development I, LLC, a Minnesota limited liability company (the “Developer”), will act as the developer for the Development.

Dominium, an affiliate of the Developer, has been in the business of acquiring, owning, and developing affordable apartment complexes for 50 years. Founded in 1972, Dominium and its affiliates have been involved in the development of approximately 230 apartment complexes containing approximately 34,000 units in 23 states. These projects include more than 200 low-income housing tax credit projects.

Limited Assets and Obligation of Borrower, General Partner, Class B Limited Partner, Investor Limited Partner [and Special Limited Partner]

The Borrower and the General Partner, Class B Limited Partner, Investor Limited Partner and Special Limited Partner have no substantial assets other than the Development and do not intend to acquire any other substantial assets or to engage in any substantial business activities other than those related to the ownership of the Development. However, the Managing Member, the Investor Limited Partner, and their affiliates 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, [] 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 Loan Agreement and the Note are of a non-recourse nature and are limited to the Development and moneys derived from the operation of the Development. 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 will be Community Construction Group (“CCG”) (the “General Contractor”). The General Contractor is not an affiliate of the Developer. The General Contractor and its affiliated construction companies have been constructing and rehabilitating multifamily rental housing developments for over 10 years and have constructed over 79 projects, with nearly 3,000 units.

Property Manager

The Development will be managed by Dominion Florida Management Services (DFMS), a Florida limited liability company or its affiliates (collectively, the “Property Manager”). The Property Manager is an affiliate of the Developer. The Property Manager has been involved in the management of apartment complexes since 1976. The Property Manager currently manages more than 228 apartment complexes comprising a total of approximately 38,800 units throughout the United States. The Property Manager was formed in 1976 and currently has a staff of 140 corporate personnel and over 850 site employees.

The Architect

The architect for the Development is Dominion Construction and Architecture Services, LLC (the “Architect”). The Architect has been a licensed architect for four years and has been the principal architect for approximately 25 multifamily developments with an excess of 5,000 units throughout [list 5 states].

The Supervisory Architect

The supervisory architect for the Development is Ebersoldt + Associates Architecture (the “Supervisory Architect”). The Supervisory Architect has been a licensed architect for 22 years and has been the principal architect for 100 plus multifamily developments with an excess of 10,000 units throughout 30 plus states.

The Lender

Grandbridge Real Estate Capital LLC, a North Carolina limited liability company (the “Lender”), will, upon satisfaction of certain conditions precedent, make the Lender Loan to the Borrower. The Lender is a mortgage banking firm specializing in FHA-insured construction and permanent mortgage loans, Fannie Mae forward commitments and permanent mortgage loans, and both Fannie Mae and FHA bond credit enhancements for multifamily and seniors housing projects across the United States. The Lender has been approved by HUD as an eligible issuer and servicer of loans guaranteed by GNMA. To be approved by GNMA to issue GNMA guaranteed certificates with respect to long-term mortgages on multifamily projects, the Lender is required to have a net worth (based on audited financial statements) equal to at least \$500,000 plus 0.2% of any securities outstanding in excess of \$35 million.

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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 June 1, 2023* and semiannually thereafter on June 1* and December 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 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 each or integral multiples 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

(a) The Bonds are subject to optional redemption, in whole or in part, at a redemption price equal to the principal amount thereof plus accrued interest on any Business Day on or after December 1, 2024* (the “Optional Redemption Date”), 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.

(b) With respect to an optional redemptions under the preceding paragraph, if the redemption price exceeds the amount that the Trustee holds in immediately available funds within the Proceeds Account of the Project Fund, the Bond Fund, and the Collateral Fund, then (i) there shall be in place at the time the Trustee gives the notice of redemption pursuant to the paragraph below arrangements enabling the Trustee to liquidate on or prior to the date of redemption Permitted Investments on deposit in the Proceeds Account of the Project Fund, the Bond Fund, and the Collateral Fund, for an aggregate amount of money sufficient to pay the redemption price of all Bonds or portions thereof to be redeemed on the date fixed for redemption, and (ii) prior to the date fixed for redemption, the Trustee shall have received a Rating Confirmation.

(c) 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 under the Indenture 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

* Preliminary; subject to change.

date. In the event the Trustee has not received or does not otherwise have available under the Indenture funds sufficient to pay the redemption price of all Bonds or portions thereof to be redeemed on the date fixed for redemption or the Rating Confirmation is not received, 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 under “Notice of Redemption” below.

Notice of Redemption

The Bonds shall be called for optional redemption pursuant to the provisions described under the caption “Redemption of Bonds” above by the Trustee 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 the 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. Redemption is conditioned upon the Trustee having 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 the Indenture, as soon as practicable after the delivery of notice to the Bondholders.

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 be confirmed in a subsequent notice given 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.

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, 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.

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% (one hundred 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., Eastern 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. Eastern 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 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 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. 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 3.5 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 Capitalized Interest Account and the Collateral Fund, and the investment earnings thereon.

Limited Security

The Bonds are special, revenue obligations of the Issuer payable solely from certain funds pledged to and held by the Trustee pursuant to the Indenture, including the Bond Fund and the Collateral Fund. See “SECURITY FOR THE BOND – Revenue Obligations of the Issuer” herein. The Bonds will not be secured by a deed of trust or other security interest in the Development.

Collateral Payments; Disbursement of Lender Loan 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, and the Capitalized Interest Deposit, on behalf of the Borrower, will be deposited into the Capitalized Interest Account under the Indenture as a condition precedent to the disbursement of the Bond proceeds from the Proceeds Account of the Project Fund in an equal amount to pay a portion of the costs of acquiring, rehabilitating and equipping the Development. In order to have the Lender initiate the transfer of a Collateral Payment into the Collateral Fund, the Borrower will be required to satisfy any agreements relating to the Lender Loan. Failure of the Borrower to satisfy any conditions relating to the disbursement of Collateral Payments could result in the Lender suspending Collateral Payments to the Trustee and disbursement of loan proceeds under the Lender Loan pursuant to the Funding Agreement until such 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.

Redemption of Bonds

Purchasers of the Bonds should consider the fact that the Bonds are subject to optional redemption prior to the Mandatory Tender Date. See “THE BONDS – Redemption of Bonds” herein.

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 Project

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.

Potential Impact of Pandemics

The spread of the strain of coronavirus and resulting disease commonly known as COVID-19 is altering the behavior of businesses and people in a manner that is having negative effects on global, state and local economies. There can be no assurances that the spread of a pandemic, including a strain of coronavirus and resulting disease known as COVID-19, will not materially impact both local and national economies and, accordingly, have a materially adverse impact on the Development's operating and financial viability. The effects of a pandemic could include, among other things, an increase in the time necessary to complete the construction and/or rehabilitation of the Development, suspension or delay of site inspections and other on-site meetings, interruption in the engagement of material participants in the Development, increase in the time necessary to conduct lease-up at the Development, and increased delinquencies and/or vacancies, all of which could impact the Borrower's ability to make payments on the loans and result in an acceleration thereof.

Legislative Response to COVID-19

Federal, state and local bodies are contemplating and enacting legislative actions, regulations and/or other administrative directives and guidance to mitigate the impacts of COVID-19 on the general population and the economy. On March 12, 2020, the President of the United States declared a national emergency, and since that time, the United States Congress has approved several COVID-19 related bills, including the Coronavirus Aid, Relief, and Economic Security Act (the "CARES Act"), signed into law on March 27, 2020, and the Consolidated Appropriations Act, 2021, enacted by the United States Congress on December 21, 2020, and signed into law December 27, 2020 (the "COVID Relief Act").

The CARES Act provides that borrowers of multifamily/affordable housing mortgage loans (other than temporary loans, i.e., construction loans), which loans are (a) insured, guaranteed, supplemented or assisted in any way by the federal government (including any HUD program or related program) or administered by any federal agency or (b) purchased or securitized by Fannie Mae or Freddie Mac and which are current as of February 1, 2020, may request a 30-day payment forbearance, and up to two additional 30-day forbearances. During the period of any such forbearance, the borrower may not evict any tenant solely for nonpayment of rent. Such relief follows actions previously taken by the Federal Housing Finance Agency ("FHFA"), which announced that Fannie Mae and Freddie Mac would offer mortgage loan forbearance to multifamily property owners on the condition that they suspend all evictions for renters who cannot pay their rent because of COVID-19. FHFA has announced that Fannie Mae and Freddie Mac will continue providing the protections described above in this paragraph until otherwise directed by FHFA.

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 Land Use Restriction Agreement, certain other tax-related agreements executed in connection with the Bonds, and the Bond Loan Agreement, or if the transaction is deemed not to comply 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. In addition, from time to time there are legislative proposals in the United States Congress and the State Legislature that, if enacted, could alter or amend the federal and State income tax matters with respect to the Bonds, adversely affect the market value or liquidity of the Bonds, or impact the Borrower's income tax status. It cannot be predicted whether or in what form any such proposal might be enacted or whether if enacted it would apply to bonds issued prior to enactment or the status of tax exempt entities. In addition, regulatory actions are from time to time announced or proposed and litigation is threatened or commenced which, if implemented or concluded in a particular manner, could adversely affect the market value or liquidity of the Bonds. It cannot be predicted whether any such regulatory action will be implemented, how any particular lawsuit will be resolved, or whether the Bonds or the market value or liquidity thereof would be impacted thereby. Purchasers of the Bonds should consult their tax advisors regarding any pending or proposed legislation, regulatory initiatives or litigation. See "APPENDIX B – DOCUMENT SUMMARIES – SUMMARY OF CERTAIN PROVISIONS OF THE LAND USE RESTRICTION 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 (including the Capitalized Interest Account therein) 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 (including the Capitalized Interest Account therein), 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.

TAX MATTERS

In the opinion of Foley & Lardner LLP (“Bond Counsel”), based upon an analysis of existing laws, regulations, rulings, and court decisions, and assuming, among other matters, the accuracy of certain representations and compliance with certain covenants, interest on the Bonds is excludable from gross income for federal income tax purposes under Section 103 of the Internal Revenue Code of 1986, as amended (the “Code”), except that no opinion is expressed as to the status of interest on any such Bond for any period that such Bond is held by a “substantial user” of the facilities financed or refinanced by the Bonds or by a “related person” within the meaning of Section 147(a) of the Code. Bond Counsel is of the further opinion that interest on the Bonds is not a specific preference item for purposes of the federal alternative minimum tax. Bond Counsel expresses no opinion regarding any other federal tax consequences arising with respect to the ownership or disposition of, or the accrual or receipt of interest on, the Bonds.

The Code imposes various restrictions, conditions, and requirements relating to the exclusion from gross income for federal income tax purposes of interest on obligations such as the Bonds. The Issuer and the Borrower have covenanted to comply with certain restrictions, conditions and requirements designed to ensure that interest on the Bonds will not be included in federal gross income. Failure to comply with these covenants may result in interest on the Bonds being included in gross income for federal income tax purposes, possibly from the date of original issuance of the Bonds. The opinion of Bond Counsel assumes compliance with these covenants. Bond Counsel has not undertaken to determine (or to inform any person) whether any actions taken (or not taken) or events occurring (or not occurring) or any matters coming to Bond Counsel’s attention after the date of issuance of the Bonds may adversely affect the value of, or the tax status of interest on, the Bonds. The opinion of Bond Counsel relies on factual representations made by the Issuer, the Borrower and other persons, including but not limited to the Underwriter. These factual representations include but are not limited to certifications by the Borrower regarding the investment of proceeds of the Bonds and regarding use of property financed and refinanced with proceeds of the Bonds that is reasonably expected to occur during the entire term of the Bonds. Bond Counsel has not verified these representations by independent investigation. Bond Counsel does not purport to be an expert in financial analysis, financial projections or similar disciplines. Failure of any of these factual representations to be correct may result in interest on the Bonds being included in gross income for federal income tax purposes, possibly from the date of original issuance of the Bonds.

Bond Counsel is also of the opinion that the Bonds and the interest thereon are exempt from taxation under the existing laws of the State of Florida, except as to estate taxes and taxes on interest, income or profits on debt obligations owed to corporations as imposed by Chapter 220, Florida Statutes, as amended. Bond Counsel has not opined as to the taxability of the Bonds or the income therefrom under the laws of any state other than Florida. A complete copy of the proposed form of opinion of Bond Counsel is set forth in APPENDIX C hereto.

Certain requirements and procedures contained or referred to in the Indenture, the Bond Loan Agreement, the Tax Certificate, and other relevant documents may be changed and certain actions (including, without limitation, defeasance of the Bonds) may be taken or omitted under the circumstances and subject to the terms and conditions set forth in such documents. Bond Counsel expresses no opinion as to any Bond or the interest thereon if any such change occurs or action is taken or omitted upon the advice or approval of bond counsel other than Foley & Lardner LLP.

Although Bond Counsel is of the opinion that interest on the Bonds is excludable from gross income for federal income tax purposes and is exempt from State of Florida taxation to the extent described herein, the ownership or disposition of, or the accrual or receipt of interest on, the Bonds may otherwise affect a Holder’s federal, state or local tax liability. The nature and extent of these other tax consequences will

depend upon the particular tax status of the Holder or the Holder's other items of income or deduction. Bond Counsel expresses no opinion regarding any such other tax consequences. Current and future legislative proposals, if enacted into law, may cause interest on the Bonds to be subject, directly or indirectly, to federal income taxation, or otherwise prevent Holders from realizing the full current benefit of the tax status of such interest. The introduction or enactment of any such future legislation or clarification of the Code may also affect the market price for, or marketability of, the Bonds. Prospective purchasers of the Bonds should consult their own tax advisers regarding any pending or proposed federal tax legislation, as to which Bond Counsel expresses no opinion. Further, no assurance can be given that any action of the Internal Revenue Service, including but not limited to selection of the Bonds for examination, or the course or result of any Internal Revenue Service examination of the Bonds, or bonds which present similar tax issues, will not affect the market price for or marketability of the Bonds.

The opinion of Bond Counsel is based on current legal authorities, covers certain matters not directly addressed by such authorities, and represents Bond Counsel's judgment as to the proper treatment of the Bonds for federal income tax purposes. It is not binding on the Internal Revenue Service, or the courts, and is not a guarantee of result. Furthermore, Bond Counsel cannot give and has not given any opinion or assurance about the future activities of the Issuer or the Borrower or about the effect of future changes in the Code, the applicable regulations, the interpretation thereof or the enforcement thereof by the Internal Revenue Service. The Issuer and the Borrower have covenanted, however, to comply with the requirements of the Code.

Bond Counsel's engagement with respect to the Bonds ends with the issuance of the Bonds, and, unless separately engaged, Bond Counsel is not obligated to defend the Issuer, the Borrower or the Holders regarding the tax-exempt status of the Bonds in the event of an examination by the Internal Revenue Service. Under current procedures, parties other than the Issuer, the Borrower and their appointed counsel, including the Holders, may have little, if any, right to participate in the examination process. Moreover, because achieving judicial review in connection with an examination of tax-exempt bonds is difficult, obtaining an independent review of Internal Revenue Service positions with which the Issuer or the Borrower legitimately disagrees, may not be practicable. Any action of the Internal Revenue Service, including but not limited to selection of the Bonds for examination, or the course or result of such examination, or an examination of bonds presenting similar tax issues may affect the market price for, or the marketability of, the Bonds, and may cause the Issuer, the Borrower or the Holders to incur significant expense.

Original Issue Discount

To the extent the issue price of Bonds is less than the amount paid at maturity of such Bonds (excluding amounts stated to be interest and payable at least annually over the term of such Bonds), the difference constitutes "original issue discount," the accrual of which, to the extent properly allocable to each Holder, is treated as interest on the Bonds which is excluded from gross income for federal income tax purposes. For this purpose, the issue price of a particular maturity of substantially identical Bonds is the first price at which of substantial amount of such maturity of the Bonds is sold to the public (excluding bond houses, brokers, or similar persons or organizations acting the capacity of underwriters, placement agents or wholesalers). The original issue discount with respect to any maturity of the Bonds accrues daily over the term to maturity of such Bonds on the basis of a constant interest rate compounded semiannually (with straight-line interpolations between compounding dates). The accruing original issue discount is added to the adjusted basis of such Bonds to determine taxable gain or loss upon disposition (including sale, redemption or payment on maturity) of such Bonds. Holders should consult their own tax advisors with respect to the tax consequences of ownership of Bonds with original issue discount, including the treatment of Holders who do not purchase such Bonds in the original public offering to the public at the first price at which a substantial amount of such Bonds is sold to the public and the state and local tax

consequences of such Bonds. It is possible that under the applicable provisions governing the determination of state and local income taxes, accrued original issue discount on the Bonds may be deemed to be received in the year of accrual, even though there will not be a corresponding cash payment until a later year.

Bond Premium

Bonds purchased, whether at original issuance or otherwise, for an amount higher than their principal amount payable at maturity (or, in some cases, at their earlier call date) (“Premium Bonds”) will be treated as having amortizable bond premium. No deduction is allowable for the amortizable bond premium in the case of bonds, like the Premium Bonds, the interest on which is excluded from gross income for federal income tax purposes. However, the amount of tax-exempt interest received, and a Holder’s basis in a Premium Bond, will be reduced by the amount of amortizable bond premium allocable to the Holder. Holders of Premium Bonds should consult with their own tax advisors with respect to the proper treatment of amortizable bond premium in their particular circumstances, including with respect to the state and local consequences of the Premium Bonds.

Other Tax Consequences of the Bonds

The ownership or disposition of, or the accrual or receipt of interest on, the Bonds may otherwise affect a Bondholder’s federal, state or local tax liability. The nature and extent of these other tax consequences will depend upon the particular tax status of the Bondholder or the Bondholder’s other items of income or deduction. Bond Counsel expresses no opinion regarding any such other tax consequences.

The above discussion is only a brief summary of the effects of the Code, and each prospective purchaser of the Bonds should consult with his or her own tax advisor regarding the federal, state and local tax consequences of owning the Bonds.

Prospective Bondholders should be aware that certain requirements and procedures contained or referred to in the Indenture and other relevant documents may be changed and certain actions (including, without limitation, defeasance of the Bonds) may be taken or omitted under the circumstances and subject to the terms and conditions set forth in such documents. Bond Counsel has not undertaken to determine (or to inform any person) whether any actions taken (or not taken) or events occurring (or not occurring) after the date of issuance of the Bonds may adversely affect the value of, or the tax status of interest on, the Bonds.

UNDERWRITING

Colliers Securities LLC (the “Underwriter”) has entered into a Bond Purchase Agreement to purchase all of the Bonds, if any of the Bonds are to be purchased, at a price equal to the principal amount thereof. The Bond Purchase Agreement provides that the Underwriter will receive compensation for its services from the Borrower in the amount of \$_____ plus \$_____ for certain fees and expenses. The Underwriter’s fee shall not include the fee of the Underwriter’s counsel. The obligations of the Underwriter to pay for the Bonds are subject to certain terms and conditions set forth in the Bond Purchase Agreement. The Borrower has agreed to indemnify the Underwriter and the Issuer as to certain matters in connection with the Bonds.

The Underwriter may offer and sell Bonds that it purchases to certain dealers including dealer banks and dealers depositing Bonds into investment trusts and others at prices lower than the public offering prices stated on the cover of this Official Statement. The initial public offering prices may be changed from time to time by the Underwriter.

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.

In addition to serving as Underwriter, Colliers Securities 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

Moody's Investors Service, Inc., a Delaware corporation ("Moody's") has assigned the Bonds the rating set forth on the cover page hereof. An explanation of the significance of such rating may be obtained from Moody's. The rating of the Bonds reflects only the views of Moody's at the time such rating was given, and neither the Issuer, the Borrower nor the Underwriter makes any representation as to the appropriateness of the rating. There is no assurance that such rating will continue for any given period of time or that it will not be revised downward or withdrawn entirely by Moody's, if in its judgment, circumstances so warrant. Any such downward revision or withdrawal of the rating may have an adverse effect on the market price of the Bonds.

None of the Underwriter, the Issuer or the Borrower has undertaken any responsibility after issuance of the Bonds to assure the maintenance of the rating or to oppose any such revision or withdrawal. A securities rating is not a recommendation to buy, sell or hold securities and may be subject to revision or withdrawal at any time.

SUBORDINATION TO LENDER LOAN DOCUMENTS AND PROGRAM OBLIGATIONS

The Indenture, the Bond Loan Agreement, the Note, and the Land Use Restriction 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 Mortgage), 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 Mortgage, or the rents or other income from the Development (except "surplus cash," as defined in the HUD Regulatory Agreement). 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 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 opinion of Foley & Lardner LLP, Jacksonville, Florida, 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, Bradley, Garrison & Komando, P.A., Orange Park, Florida. Certain legal matters will be passed upon for the Borrower by its counsel, Winthrop & Weinstine, P.A., Minneapolis, Minnesota, and for the Underwriter by its counsel, Tiber Hudson LLC, Washington, D.C. Fees and expenses of certain of the above-mentioned counsel are contingent upon the issuance of the Bonds.

Foley & Lardner LLP, 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

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

There is no litigation, action, suit, proceeding, inquiry or investigation, at law or in equity, before or by any court, governmental agency, public board or body, or other entity or person, pending or, to the best of the Issuer’s knowledge, threatened against or affecting the Issuer or its officials, in their respective capacities as such, or any basis therefore, in any way: affecting the organization of the Issuer, or the legal or corporate existence of the Issuer, or the title of the members of the Issuer to their respective offices, or any powers of the Issuer under the Constitution of the State or the laws of the State; seeking to prohibit, restrain or enjoin the issuance, sale or delivery of the Bonds or the collection of revenues from Borrower derived from payments under the Bond Loan Agreement, or the pledge thereof; contesting or affecting the validity or enforceability of the Bonds, the Issuer Documents or the Issuer; contesting the power of the Issuer to enter into, execute and deliver the Bonds or the Issuer Documents or to consummate the

transactions contemplated by such documents, or this Official Statement; contesting in any way the completeness or accuracy of this Official Statement or any amendment or supplement hereto (nor to the actual knowledge of the Issuer, is there any basis therefor); in which action an unfavorable decision, ruling or finding would materially adversely affect the validity or enforceability of the Bonds or the Issuer Documents or any other agreement or instrument to which Issuer is party and that is used or contemplated for use in the consummation of the transactions contemplated; in which action an unfavorable decision, ruling or finding would materially adversely affect the exclusion from gross income for federal income tax purposes of the interest on the Bonds; or in which action an unfavorable decision, ruling or finding would materially adversely affect the use of proceeds of the Bonds or the power of the Issuer to loan the proceeds of the Bonds to the Borrower.

CONTINUING DISCLOSURE

The Borrower will enter into a Continuing Disclosure Agreement dated as of December 1, 2022 (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 – - 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 Land Use Restriction 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 Land Use Restriction Agreement or the Indenture may not be readily available or may be limited.

In addition, the Bond Loan Agreement and the Land Use Restriction 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 revenue obligations payable solely from the income and assets of the Borrower, and that no member 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, Demgen & Moore P.C., 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.

FINANCIAL ADVISOR

The Issuer has retained Public Resources Advisory Group, St. Petersburg, Florida, as financial advisor (the “Financial Advisor”) to the Issuer in connection with the preparation of the Issuer’s plan of financing and with respect to the authorization and issuance of the Bonds. The Financial Advisor has not undertaken to make an independent verification or to assume responsibility for the accuracy, completeness or fairness of the information contained in this Official Statement.

MISCELLANEOUS

Copies of the Indenture, the Bond Loan Agreement, the Note and the Land Use Restriction 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 headings “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 – Oaks at St. John)

PONTE VEDRA BEACH LEASED HOUSING ASSOCIATES I, LLLP, a Minnesota limited liability limited partnership

By: Ponte Vedra Beach Leased Housing Associates I, LLC,
a Minnesota limited liability company,
as sole General Partner

By: _____
Terrence Sween
Vice President

APPENDIX A

DEFINITIONS

“Act” means Florida Housing Finance Authority Law, Sections 159.601 et seq., Florida Statutes, as amended.

“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.

“Bond” or “Bonds” means the Housing Finance Authority of St. Johns County, Florida Multifamily Housing Revenue Bonds (Oaks at St. John), Series 2022 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 Land Use Restriction Agreement, the Continuing Disclosure Agreement, the Guarantor Documents, the Tax Certificate, the Issuer Servicer Agreement, the Compliance Monitoring 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 December 1, 2022, 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 December __, 2022, 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 Ponte Vedra Beach Leased Housing Associates I, LLLP, a limited liability limited partnership, duly organized and existing in the State of Minnesota, its successors and assigns.

“Borrower Documents” means the Bond Loan Agreement, the Note, the Proceeds Certificate, the Tax Certificate, the Land Use Restriction 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 Land Use Restriction 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.

“Bridge Loan” means the loan made by the Bridge Lender to the Borrower in the original principal amount not to exceed \$ _____, the proceeds of which will fund the Capitalized Interest Deposit and a portion of 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, Jacksonville, 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 the Indenture and the Bond Loan Agreement.

“Capitalized Interest Deposit” means the deposit of \$ _____ to the Capitalized Interest Account on behalf of the Borrower, from Preference Proof Moneys, other than proceeds of the Lender Loan, 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 the sufficiency of (a) the amount on deposit in the Collateral Fund, Project Fund and Bond Fund, (b) projected investment income to accrue on amounts on deposit in the Collateral Fund, Project Fund and Bond Fund during the applicable period and (c) any additional Preference Proof Moneys delivered to the Trustee by or on behalf of the Borrower to pay debt service on the Bonds and the administrative expenses, in each instance, 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 remarketing of the Bonds, as provided in the Indenture, and (iii) the purchase, sale or exchange of Eligible Investments as provided in the Indenture.

“Closing Date” means December ____, 2022, which is 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 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 is anticipated to be _____, 20__.

“Compliance Monitoring Agreement” means the Compliance Monitoring Agreement, dated as of December 1, 2022, among the Issuer, the Issuer Servicer, the Trustee and the Borrower, as the same may hereafter be amended or supplemented.

“Compliance Monitoring Fee” means the fee payable by the Borrower to the Issuer Servicer pursuant to the Compliance Monitoring Agreement.

“Conditions to Disbursement” shall mean the following events or conditions have been satisfied:

(a) Closing of the acquisition of the Project, including the execution and delivery of all related real estate documents and the recording of same in the Official Records of St. Johns County, Florida;

(b) Closing of the Lender Loan, including the execution and delivery of all Lender Loan Documents, and, if applicable, recording of all Lender Loan Documents in the Official Records of St. Johns County, Florida;

(c) Recording of the Land Use Restriction Agreement in the Official Records of St. Johns County, Florida;

(d) Delivery to the Lender and the Issuer of a certified copy of the Partnership Agreement reflecting the admission of any investor limited partners;

(e) Admission of the Investor Limited Partner; and

(f) Written evidence prepared by the Issuer Servicer of the satisfaction of all conditions set forth in the Credit Underwriting Report.

“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 December 1, 2022 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 St. Johns County, Florida.

“Credit Underwriting Report” means the Housing Finance Authority of St. Johns County, Florida Credit Underwriting Report dated _____, 20__ prepared by the Issuer Servicer.

“Default” means any Default under the Bond Loan Agreement as specified and defined therein.

“Developer” means Ponte Vedra Beach Leased Housing Development I, LLC, a Minnesota limited liability company, its successors and assigns.

“Development” means the multifamily rental housing development known as Oaks at St. John, which consists of 160 apartment units and related facilities located at 210 Nettles Lane, Ponte Vedra Beach, FL 32081 in an unincorporated area of St. Johns County, Florida.

“Dissemination Agent” means U.S. Bank Trust Company, National Association, 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 U.S. Bank Trust Company, National Association, 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.

“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.

“Fee Guaranty & Environmental Indemnity” means the Fee Guaranty and Environmental Indemnity Agreement, dated as of December 1, 2022, by and among the Issuer, the Trustee and the Guarantors.

“Financial Closing Date” means the date on which the Conditions to Conversion are satisfied.

“Funding Agreement” means the Funding Agreement, dated as of December __, 2022, among the Issuer, the Borrower, the Lender and the Trustee.

“General Partner” means Ponte Vedra Beach Leased Housing Associates I, LLC, a Minnesota limited liability company, as general partner of the Borrower.

“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 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 General Partner, Dominium Holdings I, LLC, a Minnesota limited liability company, and Dominium Holdings II, LLC, a Minnesota limited liability company, together with their respective permitted successors and assigns.

“Guarantor Documents” means, collectively, the Fee Guaranty & Environmental Indemnity, the Guaranty of Completion, the Guaranty of Recourse Obligations, and the Operating Deficit Guaranty.

“Guaranty of Completion” means the Absolute and Unconditional Guaranty of Completion, dated as of December 1, 2022, from the Guarantors, jointly and severally, in favor of the Issuer and the Trustee.

“Guaranty of Recourse Obligations” means the Continuing, Absolute and Unconditional Guaranty of Recourse Obligations, dated as of December 1, 2022, 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 Agreement” means the Regulatory Agreement between the Borrower and HUD with respect to the Development, as the same may be supplemented, amended or modified from time to time.

“Indenture” means the Trust Indenture, dated as of December 1, 2022, 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 June 1* and December 1*, beginning June 1, 2023*.

“Investor Limited Partner” means TCC Ponte Vedra Beach Leased Housing Associates I, 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 Housing Finance Authority of St. Johns County, Florida, 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 Land Use Restriction Agreement, the Bond Purchase Agreement, the Tax Certificate and any and all documents, agreements or instruments executed by the Issuer in connection with the Loan evidenced by the Bond Loan Agreement.

* Preliminary; subject to change.

“Issuer Extraordinary Fees and Expenses” means the expenses and disbursements payable to the Issuer under the Indenture for extraordinary services and extraordinary expenses, including extraordinary fees, costs and expenses incurred by the Issuer, Bond Counsel and counsel to the Issuer which are to be paid by the Borrower pursuant to the Bond Loan Agreement.

“Issuer Fee” means, collectively, the Issuer Ordinary Fees and Expenses and the Issuer Extraordinary Fees and Expenses.

“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 Ordinary Fees and Expenses” means collectively, the Issuer's (i) one (1) time initial issuance fee payable to the Issuer on or before the Closing Date in the amount of \$ _____*, (ii) the annual fee of the Issuer, payable by the Borrower in the amount of 25 basis points (0.25%) of the outstanding principal amount of the Bonds (calculated on the Business Day prior to any reduction on such payment date) payable in semiannual installments in arrears on each June 1* and December 1*, commencing June 1, 2023*, (iii) the Compliance Monitoring Fee and (iv) the Issuer Short-Term Redemption Fee.

“Issuer Servicer” means AmeriNat®, a Minnesota limited liability company, 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 December 1, 2022, by and among the Issuer, the Trustee, the Borrower and the Issuer Servicer.

“Issuer Servicer’s Fee” means the following fees and expenses: (a) payable directly by the Borrower to the Issuer Servicer: (i) during construction of the Development, an on-site inspection fee of \$186.00 per hour for services rendered, but not to exceed \$1,844.00 per disbursement, (ii) during construction of the Development, an in-house review fee of \$186.00 per hour for services rendered, (iii) a fee for extraordinary services rendered of \$186.00 per hour, and (iv) a fee for providing financial monitoring services in the amount of \$2,000 (subject to annual increases of 3%) payable in semiannual installments in advance on each [] 1 and [] 1.

“Land Use Restriction Agreement” means the Amended and Restated 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 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.

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

“Lender Borrower Note” means the \$21,500,000* Note (Multistate) dated December 1, 2022, from Borrower to the Lender to evidence its indebtedness under the Lender Loan and endorsed by HUD.

* Preliminary; subject to change.

“Lender Loan” means the loan made by the Lender to the Borrower in the original principal amount not to exceed \$21,500,000*, as evidenced by the Lender Borrower Note and secured by the Lender Mortgage.

“Lender Loan Documents” means the documents related to the Lender Loan, including the Lender Borrower Note, the Lender Mortgage, the HUD Regulatory Agreement and any and all other documents, agreements, or instruments which evidence or secure the indebtedness evidenced by the Lender Borrower Note.

“Lender Mortgage” means the Multifamily Mortgage, Assignment of Leases and Rents and Security Agreement (Florida) dated as of December 1, 2022, from Borrower for the benefit of the Lender to secure the repayment of the Lender Borrower Note.

“Loan” means the loan in the principal amount of \$21,500,000* 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, December 1, 2024*, and thereafter any subsequent mandatory tender date prior to the Maturity Date.

“Maturity Date” means December 1, 2025*.

“Moody’s” means Moody’s Investors Service, Inc., a Delaware corporation, its successors and assigns, or if it shall for any reason no longer perform the functions of a securities rating agency, then any other nationally recognized rating agency designated by the Borrower and acceptable to the Trustee and the Remarketing Agent.

“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 December __, 2022, relating to the Bonds.

“Operating Deficit Guaranty” means the Absolute and Unconditional Guaranty of Operating Deficits, dated as of December 1, 2022, from the Guarantors, jointly and severally, to the Issuer and the Trustee.

“Optional Redemption Date” shall have the meaning set forth in the Indenture.

“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;

* Preliminary; subject to change.

(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 as of December __, 2022, as may be amended and supplemented from time to time.

“Permitted Investments” means (i) Government Obligations, (ii) to the extent permitted in the Indenture, money market funds rated “AAA-mf” (or the equivalent Highest Rating Category given by the Rating Agency for that general category of security) by the Rating Agency that invest in Government Obligations, which 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) Fidelity Institutional Money Market Treasury Only – Class I, as long as it is rated “AAA-mf” (or the equivalent Highest Rating Category given by the Rating Agency for that general category of security) by the Rating Agency. 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) a Lender Collateral Deposit, (ii) funds advanced by the Lender, whether from its warehouse line of credit or proceeds from the sale of GNMA securities, or other funds of the Lender, in connection with the Lender Loan (the “Lender Funds”), (iii) moneys drawn on a letter of credit, (iv) proceeds of the Bonds, (v) proceeds of the Bridge Loan, (vi) funds provided by the Underwriter or Remarketing Agent in excess of the offering or reoffering price of the Bonds, (vii) 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, or (viii) investment income derived from the investment of the money described in (i) through (vii).

“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 any expenditures which (a) are incurred not more than 60 days prior to the date on which the Issuer first declared its “official intent” (within the meaning of Treasury Regulation Section 1.150-2) with respect to the Development (other than preliminary expenditures with respect to the Development in an amount not exceeding 20% of the aggregate principal amount of the Bonds); (b) are made exclusively to provide facilities and improvements that constitute part of a “qualified

residential rental project” within the meaning of Section 142(d) of the Code; and (c) are properly chargeable to the Development’s capital account under general federal income tax principles or that would be so chargeable with a proper election or but for a proper election by the Borrower to deduct such expenditure. However, “Qualified Project Costs” do not include (i) issuance costs of the Bonds (within the meaning of Section 147(g) of the Code) or (ii) any fee, charge or profit payable to the Borrower or a “related person” (within the meaning of Section 144(a)(3) of the Code). As used in the Indenture, the term “preliminary expenditures” includes architectural, engineering, surveying, soil testing and similar costs that were incurred prior to the commencement of acquisition, rehabilitation and equipping of the Development, but does not include land acquisition, site preparation and similar costs incident to commencement of renovation and equipping of the Development.

“Rating Agency” means Moody’s, S&P or any other nationally recognized securities rating agency rating the Bonds, or such rating agency’s successors or assigns, and initially means Moody’s so long as Moody’s is rating the Bonds.

“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 Tiber Hudson LLC, any certified public accountant, financial analyst or attorney, or any firm engaged in 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.

“Remarketing Agent” means initially Colliers Securities 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 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.

“Resolutions” means the resolutions adopted by the Issuer on February 24, 2022 and _____, 2022 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.

“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.

“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.

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

“Special Limited Partner” means CDC Special Limited Partner, LLC, a _____ limited liability company.

“State” means the State of Florida.

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

“Tax Certificate” means, collectively, (i) the Arbitrage Rebate Agreement dated the Closing Date, among the Issuer, the Trustee and the Borrower, (ii) the Certificate as to Arbitrage and Certain Other Tax Matters delivered by the Issuer, and (iii) the Borrower’s Proceeds Certificate delivered by the Borrower.

“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 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 U.S. Bank Trust Company, National Association, a national banking association duly organized and existing under the laws of the United States of America, and its successor or successors in the trust created by the Indenture.

“Trustee’s Fee” means the ongoing compensation and expenses payable to the Trustee as follows: (a) the acceptance fee of the Trustee of [ACCEPTANCE FEE] payable on the Closing Date; (b) the annual administration fees and expenses of the Trustee, as Trustee, Registrar and Paying Agent of \$ _____ for the ordinary services of the Trustee rendered under the Indenture during each twelve month period, payable semiannually in advance on the Closing Date and on each Interest Payment Date; (c) the reasonable fees

and charges of the Trustee for necessary extraordinary services rendered by it and extraordinary expenses incurred by it under the Indenture as and when the same become due, including reasonable counsel fees (including in-house counsel fees and fees prior to litigation, at trial, in insolvency proceedings or for appellate proceedings); provided, further, 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; (d) for purposes of the Bond Loan Agreement, indemnification of the Trustee by the Borrower; and (e) the annual Dissemination Agent Fee under the Continuing Disclosure Agreement, shall be \$_____ per year, payable in semiannual installments on each June 1* and December 1*.

“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 Land Use Restriction 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 Colliers Securities LLC.

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* Preliminary; subject to change.

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.

Creation of Funds

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.

Deposits into the Bond Fund

On or before the Closing Date, upon receipt of the Capitalized Interest Deposit in accordance with 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 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.

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 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.

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.

Procedure for Making Disbursements from Project Fund

No disbursements shall be made prior to the Financial Closing and satisfaction of the Conditions to Disbursement. Thereafter, 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.

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 Tax Certificate. 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 shall designate the Rebate Analyst. As further provided in the Tax Certificate, 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 Tax Certificate 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 the Indenture 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.

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 when evidenced by a written invoice and written instruction of the Borrower or the Issuer to pay such amount. Amounts on deposit in the Expense Fund shall be withdrawn or maintained, as appropriate by the Trustee to pay (i) to or at the direction of, the Issuer, the Issuer Fee and the Issuer Servicer Fee, (ii) to the Trustee, the Trustee's 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 (i) 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.

Use of Moneys in Collateral Fund

Upon the Trustee's receipt of (i) a disbursement request from the Borrower pursuant to the Indenture and the Bond Loan Agreement, which request has been approved by the Lender if to be accompanied by a deposit of Lender Funds, 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, 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 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 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, this provisions described under this caption 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 phase appears.

Use of Moneys in 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.

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 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 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

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 and the Trustee and the Rating Agency shall be provided with a Cash Flow Projection.

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).

After the Mandatory Tender Date, if the Bonds remain outstanding, the Trustee shall purchase Permitted Investments at the 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 Bonds when due.

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 under clause (b) of the section “THE BONDS – Redemption of Bonds” herein, 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. 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 direction of the Borrower. The Expense Fund shall be invested in Permitted Investments at the 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.

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 Government Obligations (including any short term investment fund rated "Aaa-mf" (or comparable) by the Rating Agency 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 shall be without prejudice to the right of the Trustee provided in the Indenture to be paid reasonable compensation for all services rendered by it thereunder 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 in the Indenture to the contrary, the purchase of Government Obligations in accordance thereof, together with the Capitalized Interest Deposit, shall not cause a discharge of the Indenture thereunder.

Events of Default and Acceleration

If any of the following events occur, it is 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 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 electronic, telegraphic or 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 Loan

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

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 Agreement).

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 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 Loan or to foreclose on the Lender Mortgage.

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 a majority 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.

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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.

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 Proceeds Account of 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 an exhibit and with respect to an Approved Advance in accordance with the Lender Loan Documents and FHA/HUD requirements. The Borrower agrees that the moneys transferred by the Trustee from the Project Fund shall only be disbursed for Qualified Project Costs as permitted by the Tax Certificate.

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 to the Trustee for deposit to the Capitalized Interest Account.

The Borrower 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 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 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.

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 Lender Loan from the Lender and the Bridge Loan from the Bridge Lender and enter into the Lender Mortgage. The Borrower will promptly take all necessary actions on its part to close the Lender Loan and to satisfy all other terms and conditions of the Lender Loan and the requirements of the Lender.

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:

(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 Certificate, 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; 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 Land Use Restriction 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 existing at law or in equity as of or after the date of the Bond Loan Agreement. 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 Loan

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

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 Loan or to foreclose on the Lender Mortgage.

No Pecuniary Liability of the Issuer

All obligations of the Issuer incurred under any of the Bond Documents shall be revenue 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 LAND USE RESTRICTION AGREEMENT

The Land Use Restriction 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 Land Use Restriction Agreement which reference is hereby made, a copy of which is on file with the Trustee. This summary uses various terms defined in the Land Use Restriction Agreement and such terms as used herein shall have the same meanings as so defined.

The Borrower will execute the Amended and Restated Land Use Restriction Agreement (the “Land Use Restriction Agreement”) with respect to the Development. The Land Use Restriction Agreement contains representations and covenants of the Borrower concerning the acquisition, rehabilitation, 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 in this summary:

“Act” shall mean Chapter 159, Part IV, Florida Statutes, as amended or supplemented, Ordinance No. 80-7 enacted by the Board of County Commissioners of St. Johns County on February 26, 1980, as amended, and Ordinance 80-25 duly enacted by the Board of County Commissioners of St. Johns County on March 11, 1980, 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 an exhibit to the Land Use Restriction Agreement, as such form may be revised by the Authority from time to time, required to be delivered by the Borrower to the Authority pursuant to the Regulatory Agreement.

“Closing Date” shall mean the date the Bonds 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 rehabilitation 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 that in the event all Bonds have matured or been redeemed or defeased prior to the end of the Qualified Project Period, an annual administrative and compliance monitoring fee equal to \$[_____] per year for each year of the remaining Qualified Project Period (in the case of the first year for which such amount is owed, less any amount of the Issuer Fee (as defined in the Indenture) paid for such year), owed to the Authority by the Borrower, accruing from the earliest to occur of the defeasance, maturity or redemption of the Bonds, payable in advance on the date on which the earliest to occur of the maturity, redemption or defeasance of the Bonds takes place.

“County” shall mean St. Johns County, Florida.

“Financial Closing” shall mean the date on which the Conditions to Disbursement have been satisfied, as set forth in the Indenture.

“Income Certification” shall mean a Tenant Income Certification substantially in the form as an exhibit to the Land Use Restriction Agreement, as such form may be revised by the Authority 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 located in St. Johns County, Florida, described in an exhibit to the Land Use Restriction Agreement.

“Loan” shall mean the mortgage loan made to the Borrower pursuant to the Loan Agreement to finance the acquisition, rehabilitation and equipping of the Project.

“Loan Agreement” shall mean the Loan Agreement dated as of December 1, 2022, by and between the Authority and the Borrower.

“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 in the Land Use Restriction Agreement, 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 under the heading “Low-Income Tenants” below, 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 Bonds shall be determinative, even is such method is subsequently changed.

“Net Proceeds of the Bonds” shall mean the face amount of the Bonds, plus original issue premium, if any, and less original issue discount, if any, and less the amount of original Bond 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 December 9, 2021, for an amount up to \$[_____].

“Outstanding” shall mean, with respect to the Bonds, those Bonds that are Outstanding under the Indenture.

“Project” shall mean the Land and the buildings, structures, facilities and equipment now or hereafter comprising the 160-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 rehabilitation 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 Bonds may be reimbursed from Bond proceeds only if such Project Cost was (A) a cost of issuance of the Bonds, (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 Bonds (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 Foley & Lardner LLP, or an attorney or firm of attorneys that is appointed by the Authority 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 and ending on the latest of: (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; (ii) the first day on which no tax-exempt private activity bond issued with respect to the Project is outstanding; (iii) the date on which any assistance provided with respect to the Project under Section 8 terminates; or (iv) the date thirty (30) years from the date of issuance of the Bonds.

“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.

Residential Rental Property

The Borrower 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 subsection(i) below) 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 Bonds will be used (directly or indirectly) to acquire the Land.

(g) None of the Net Proceeds of the Bonds 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 Bonds 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 Bonds. 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 Bonds 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 Bonds 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 Land Use Restriction 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 Land Use Restriction 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 Land Use Restriction 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 Authority 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 in the Land Use Restriction Agreement 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 Land Use Restriction 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 Authority and to the Trustee.

The requirements of this section shall terminate at the end of the Qualified Project Period, except as otherwise provided under the heading "Term" below.

Low-Income Tenants

The Borrower has represented, warranted and covenanted 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.

(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 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 Authority; 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 Authority'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.

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 Bonds 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 Authority. The Authority 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 Authority 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 Land Use Restriction Agreement (without regard to whether any Bonds are outstanding) or the Authority’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 Authority be reimbursed for all reasonable costs and expenses incurred by the Authority in connection with investigating the creditworthiness and management ability of the party to whom such Disposition will be made and in determining whether the Authority’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 Bonds prior to the termination of the Qualified Project Period, the Compliance Monitoring Fee; (5) require the payment of the Authority’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 Land Use Restriction 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 Authority 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 Authority or their counsel may require, (8) require endorsements to any existing Authority or Trustee title insurance policies insuring the Authority’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 Bonds from the gross income of the holders thereof for federal income tax purposes. The Authority may, in its discretion, release the Borrower from liability under the Land Use Restriction 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 Authority 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 Lender Mortgage); 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 Bonds; (iii) grants of utility-related easements and governmental easements, shown on the title policy approved by the Authority and any other easement and use agreements which may be consented to by the Authority; (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 Land Use Restriction Agreement; (v) grants of other easements and entry into other use agreements which may be consented to by the Authority 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 Land Use Restriction 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 Land Use Restriction Agreement, the Loan documents and provided that such subordinate mortgage lien, assignment of leases and rents or security interests is permitted by the Bond Mortgage; (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 Bonds and the release of the Bond Mortgage.

(c) The covenants, reservations and restrictions set forth in the Land Use Restriction Agreement shall be deemed covenants running with the Land and, except as provided under the heading "Term" below and this section, 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 Land Use Restriction Agreement in accordance with the terms of the Land Use Restriction Agreement, said covenants, reservations and restrictions shall expire. Except as provided under the heading "Term" below and this section, 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 Authority, 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 Bonds from the federal gross income of the holders thereof.

Term

(a) Subject to the rights of the Authority and the Trustee to indemnification by the Borrower pursuant to the Land Use Restriction Agreement, which shall survive the termination of the Land Use Restriction Agreement, the Land Use Restriction Agreement shall remain in full force and effect until the "Term of the Land Use Restriction Agreement," which shall be the later of (i) the payment in full of the Bonds (or any bonds refunding the Bonds), or (ii) the expiration of the Qualified Project Period, it being expressly agreed and understood that the provisions of the Land Use Restriction 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 Land Use Restriction Agreement, upon request of any party to the Land Use Restriction Agreement, the Authority, the Trustee, the Borrower and any successor party to the Land Use

Restriction Agreement shall execute a recordable document prepared by the Authority or its counsel further evidencing such termination.

(b) Notwithstanding subsection(a) above, the restrictions and requirements contained in the Land Use Restriction Agreement shall, except as otherwise provided in the Land Use Restriction Agreement as to the Borrower and subject to the provisions of the last sentence in this section, 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 Bonds are issued which prevents compliance with the covenants expressed in the Land Use Restriction Agreement, or condemnation or similar event (as determined by the Authority upon the advice of Qualified Bond Counsel), but only if, within a reasonable period, either (i) all Bonds 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 to the Land Use Restriction Agreement shall execute an appropriate document in recordable form prepared by the Authority 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 shall not apply (and the restrictions contained in the Land Use Restriction Agreement shall thereafter apply) to the Project in the event that, subsequent to any involuntary noncompliance as described in this section 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 the Land Use Restriction Agreement, this entire Land Use Restriction Agreement, or any of the provisions or sections of the Land Use Restriction Agreement, may be terminated with the written consent of the Authority, 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 Bonds.

(d) The Trustee's obligations under the Land Use Restriction Agreement terminate at such time as the Bonds are no longer outstanding.

Correction of Noncompliance

The failure of the Borrower to comply with any of the provisions under the headings "Residential Rental Property" or "Low-Income Tenants" above shall not be deemed a default under the Land Use Restriction Agreement unless such failure has not been corrected within a period of sixty (60) days following the date that any of the parties to the Land Use Restriction Agreement 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.

Remedies; Enforceability

If a violation of any of the provisions of the Land Use Restriction Agreement occurs or is attempted, the Authority 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 Land Use Restriction Agreement, or to recover monetary damages caused by such violation or attempted violation. The provisions of the Land Use Restriction Agreement 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 of the Land Use Restriction Agreement as to any breach or violation shall impair, damage or waive the right of any party entitled to enforce the provisions of the Land Use Restriction Agreement or to obtain relief against or recover for the continuation or repetition of such breach or violation or similar breach or violation of the Land Use Restriction Agreement 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 Authority 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 in the Land Use Restriction Agreement, 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 Authority 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

December __, 2022

Honorable Chairman and Board Members of the
Housing Finance Authority
of St. Johns County, Florida
St. Johns, Florida

Re: \$21,500,000* Housing Finance Authority of St. Johns County, Florida
Multifamily Housing Revenue Bonds (Oaks at St. John), Series 2022

Ladies and Gentlemen:

We have acted bond counsel in connection with the issuance by the Housing Finance Authority of St. Johns County, Florida (the "Issuer") of the above referenced bonds (collectively, the "Bonds"), issued pursuant to the Trust Indenture dated as of December 1, 2022 (the "Indenture"), between the Issuer and U.S. Bank Trust Company, National Association, as trustee (the "Trustee"), and applicable provisions of law. We investigated the law and examined such certified proceedings and other papers as we deemed necessary to render this opinion. The proceeds of the Bonds are being used to make a loan to Ponte Vedra Beach Leased Housing Associates I, LLLP, a Minnesota limited liability limited partnership (the "Borrower"), pursuant to a Loan Agreement dated as of December 1, 2022 (the "Loan Agreement"), between the Issuer and the Borrower, for the purpose of providing funds to finance a portion of the cost of the acquisition, rehabilitation and equipping of a multifamily rental housing project located in St. Johns County, Florida, known as Oaks at St. John (the "Project"), and pay costs of issuance of the Bonds.

As provided in the Loan Agreement, the Borrower agrees to make loan payments to the Trustee, on behalf of the Issuer, in an amount which, when added to other funds available under the Indenture, will be sufficient to enable the Issuer to repay the loan under the Indenture and to pay all costs and expenses related thereto when due. To evidence its payment obligations under the Loan Agreement, the Borrower has executed and delivered to the Issuer a promissory note (the "Note").

The Bonds do not constitute a debt, liability or obligation of the Issuer, the State of Florida (the "State"), or St. Johns County, Florida (the "County"), nor any subdivision or instrumentality thereof, and neither the faith and credit nor the taxing power of the State, the County, the Issuer or any subdivision or instrumentality thereof is pledged to the payment of the principal of, premium, if any, or interest on the Bonds. The Bonds are payable solely from the Trust Estate (as defined in the Indenture). The Issuer has no taxing power.

The Issuer, the Borrower and the Trustee have executed an Amended and Restated Land Use Restriction Agreement dated as of December 1, 2022 (the "Land Use Restriction Agreement") recorded in the public records of St. Johns County, Florida. The Land Use Restriction Agreement imposes certain restrictions on the use, operation and disposition of the Development, so that the Development will

* Preliminary; subject to change.

constitute a “qualified residential rental project” within the meaning of Section 142(d) of the Internal Revenue Code of 1986, as amended (the “Code”), and the applicable regulations promulgated thereunder.

As to factual matters material to our opinion, we have relied upon representations and covenants made on behalf of the Issuer, the Borrower and the Trustee contained in the Indenture, the Loan Agreement and the Land Use Restriction Agreement, certificates of the Issuer, the Borrower and public officials (including certifications, representations and covenants as to the use of proceeds of the Bonds and the operation and use of the Development), without undertaking to verify the same by independent investigation. We have not undertaken an independent audit, examination, investigation or inspection of such matters and have relied solely on the facts, estimates and circumstances described in such proceedings and certifications. In our examination of the foregoing, we have assumed the genuineness of signatures on all documents and instruments, the authenticity of documents submitted as originals and the conformity to originals of documents submitted as copies.

We express no opinion herein as to the accuracy, completeness or sufficiency of any offering material relating to the Bonds. We have not passed upon any matters relating to the business, affairs or condition (financial or otherwise) of the Borrower and no inference should be drawn that we have expressed any opinion on matters relating to the ability of the Borrower to perform its obligations under the contracts described herein.

Based upon the foregoing, we are of the opinion that, under existing law:

1. The Issuer validly exists as a public body corporate and politic of the State of Florida and has the power to issue the Bonds and to enter into and perform the Indenture, the Loan Agreement and the Land Use Restriction Agreement.

2. The Indenture, the Loan Agreement and the Land Use Restriction Agreement have been duly authorized, executed and delivered by the Issuer and are valid, binding and enforceable obligations of the Issuer. All rights of the Issuer under the Loan Agreement and the Note (except for the right to enforce certain limited provisions of the Loan Agreement) have been validly assigned under the Indenture.

3. The Bonds have been duly authorized, executed and delivered by the Issuer and are valid and binding special and limited obligations of the Issuer, payable solely from the Trust Estate.

4. The interest on the Bonds is excludable from gross income of the owners of the Bonds for federal income tax purposes, except that such exclusion shall not apply to any interest on the Bonds during any period it is held by a person who is a “substantial user” of the facilities financed by the Bonds or a “related person” within the meaning of Section 147(a) of the Code. Interest on the Bonds is not a specific preference item for purposes of the federal alternative minimum tax. The opinions set forth in the first and second sentences of this paragraph are subject to the condition that the Issuer and the Borrower comply with all requirements of the Code that must be satisfied subsequent to the issuance of the Bonds in order that interest thereon be, or continue to be, excluded from gross income for federal income tax purposes. The Issuer and the Borrower have covenanted to comply with such requirements. Failure to comply with certain of such requirements could cause the interest on the Bonds to be so included in gross income retroactive to the date of issuance of the Bonds. Other provisions of the Code may give rise to adverse federal income tax consequences caused by ownership of, or the receipt or accrual of interest on, or the disposition of the Bonds.

In rendering the opinion in paragraph 4 above with respect to the Bonds, we have assumed continuous compliance with certain procedures designed to meet the requirements of Section 142(d) of the Code and the regulations thereunder or applicable thereto, including the requirements that for a period of

time specified in Section 142(d) of the Code and the regulations thereunder (i) at least forty percent (40%) of the occupied rental units in a project must be initially occupied, and thereafter occupied or held available for occupancy on a continuous basis by “individuals whose income is sixty percent (60%) or less of area median gross income,” within the meaning of the Code and (ii) all of the units in a project must be available for rental on a continuous basis.

5. The Bonds and the interest thereon are exempt from taxation under the laws of the State of Florida, except as to estate taxes and taxes on interest, income or profits on debt obligations owed to corporations as imposed by Chapter 220, Florida Statutes, as amended.

We express no opinion as to the impact of changes in federal income tax law which occur subsequent to the date hereof on the exclusion from gross income of interest on advances of principal of the Bonds after the date hereof and assume no duty to update this opinion or provide notice of changes in federal tax law or the impact thereof on the opinions rendered hereby.

Our opinions expressed herein are based upon present laws, facts and circumstances and interpretations thereof. This opinion may be relied upon by purchasers of Bonds only to the extent that (i) between the date of this opinion and the issuance of such Bonds, there is no change in existing law or the interpretation thereof and (ii) the conditions in the Indenture for the issuance of such Bonds are met. We assume no affirmative obligation with respect to any change of circumstances or law after the date hereof that may adversely affect the exclusion from gross income for federal income tax purposes of interest on the Bonds. Our opinions represent our legal judgment based on our review of the law and the facts that we deem relevant to render such opinions, and are not a guarantee of result.

The rights of the owners of the Bonds and the enforceability of the Bonds, the Indenture, the Loan Agreement, the Note and the Land Use Restriction Agreement may be subject to bankruptcy, insolvency, reorganization, moratorium and other similar laws affecting creditors' rights heretofore or hereafter enacted, to the extent constitutionally applicable, and their enforcement may be subject to the exercise of judicial discretion in accordance with general principles of equity. In addition, certain of the specific remedies provided for may not be enforceable, but such unenforceability does not make the remedies provided for in such instruments and agreements (taken as a whole) inadequate for the practical realization of the benefits intended to be afforded thereby.

Respectfully submitted,

Foley & Lardner LLP

APPENDIX D

FORM OF CONTINUING DISCLOSURE AGREEMENT

\$21,500,000*

**Housing Finance Authority of St. Johns County, Florida
Multifamily Housing Revenue Bonds
(Oaks at St. John), Series 2022**

This Continuing Disclosure Agreement, dated as of December 1, 2022 (this “Continuing Disclosure Agreement”), is executed and delivered by Ponte Vedra Beach Leased Housing Associates I, LLLP (the “Borrower”), and U.S. Bank Trust Company, National Association, as dissemination agent (the “Dissemination Agent”), for the above-captioned bonds (the “Bonds”). The Bonds are being issued pursuant to a Trust Indenture, dated as of December 1, 2022 (the “Indenture”) between the Housing Finance Authority of St. Johns County, Florida (the “Issuer”) and U.S. Bank Trust Company, National Association, as trustee (the “Trustee”). Pursuant to the Indenture and the Loan Agreement, dated as of December 1, 2022, 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 (defined below). 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.

“*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.

* Preliminary; subject to change.

“Dissemination Agent” shall mean U.S. Bank Trust Company, National Association, 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 Colliers Securities LLC, and its 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, 2023, 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;

(xvi) Default, event of acceleration, termination event, modification of terms, or other similar events under the terms of a financial obligation of the Borrower, any of which reflect financial difficulties; and

(xvii) The Project's being placed in service for purposes of qualifying the property for low income housing tax credits. Notice of the Project's being placed in service from the Borrower to the Dissemination Agent shall be in the form attached as Exhibit D hereto or such other form as may be approved by the Dissemination Agent. Notice of the Project being placed in service from the Dissemination Agent to the Municipal Securities Rulemaking Board shall be in the form attached as Exhibit C hereto or such other form as may be approved by the Dissemination Agent.

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 facsimile transmission confirmed by telephone or by email). 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) and (xiv) above without the Dissemination Agent's 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) - (xvii) 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 subsection (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. Provisions of Financial Statements. The Dissemination Agent shall, at the request of the Holders of the Bonds, furnish to the Holders of the Bonds, quarterly statements of the activity and assets

held in each of the funds and accounts maintained by the Dissemination Agent in its capacity as Trustee under the Indenture. The Dissemination Agent shall satisfy this obligation by providing such quarterly statements via an online system accessible to the Borrower and the Holders of the Bonds on each March 31st, June 30th, September 30th and December 31st. The Dissemination Agent shall furnish such quarterly statements at the sole cost of the Borrower.

Section 10. 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 11. Duties, Immunities and Liabilities of Dissemination Agent.

(a) 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 Notice 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 11 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 12. 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:

Ponte Vedra Beach Leased Housing Associates I, LLLP
c/o Dominion Development & Acquisition, LLC
2905 Northwest Boulevard, Suite 150
Plymouth, MN 55441-7400
Attention: Terrence Sween and Mark Moorhouse
Email: tween@dominiuminc.com and mmoorhouse@dominiuminc.com

If to the Dissemination Agent:

U.S. Bank Trust Company, National Association
60 Livingston Avenue, 3rd Floor
EP-MN-WS3C
St. Paul, MN 55107
Attention: Martha Earley
Email: martha.earley@usbank.com

Section 13. Governing Law. This Continuing Disclosure Agreement shall be governed by the laws of the State of Florida.

Section 14. Termination of this Continuing Disclosure Agreement. The Borrower or the Dissemination Agent may terminate this Continuing Disclosure Agreement by giving written notice to the other party at least 30 days prior to such termination. The Dissemination Agent shall be fully discharged at the time any such termination is effective. The Borrower's and the Dissemination Agent's obligations under this Continuing Disclosure Agreement shall terminate upon the legal defeasance, prior redemption, tender, conversion or payment in full of all of the Bonds. If such termination occurs prior to the final maturity of the Bonds, the Borrower shall give notice of such termination in a filing with the MSRB.

Section 15. 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.

[Remainder of Page Intentionally Left Blank]

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.

PONTE VEDRA BEACH LEASED HOUSING ASSOCIATES I, LLLP, a Minnesota limited liability limited partnership

By: Ponte Vedra Beach Leased Housing Associates I, LLC,
a Minnesota limited liability company,
as sole General Partner

By: _____
Terrence Sween
Vice President

[Counterpart Signature Page to Continuing Disclosure Agreement]

**U.S. BANK TRUST COMPANY, NATIONAL
ASSOCIATION,**
as Dissemination Agent

By: _____
Authorized Officer

EXHIBIT A

ANNUAL REPORT

\$21,500,000*

**Housing Finance Authority of St. Johns County, Florida
Multifamily Housing Revenue Bonds
(Oaks at St. John), Series 2022**

CUSIP: _____

Annual report for the period ending December 31, _____

THE PROJECT

Name of the Project:	Oaks at St. John
Address:	[Project Address]
Number of Units:	160

INFORMATION ON THE BONDS

Original principal amount of Bonds:	
Outstanding principal amount of Bonds:	
CUSIP Number:	

OPERATING HISTORY OF THE PROJECT

The tables set forth below offer 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.

* 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: Housing Finance Authority of St. Johns County, Florida
Name of Issue: \$21,500,000* Multifamily Housing Revenue Bonds (Oaks at St. John),
Series 2022
Name of Borrower: Ponte Vedra Beach Leased Housing Associates I, LLLP
CUSIP: _____
Date of Issuance: December __, 2022

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: _____

**U.S. BANK TRUST COMPANY, NATIONAL
ASSOCIATION,**
as Dissemination Agent

By: _____
Name: _____
Title: _____

cc: Borrower

* Preliminary; subject to change.

EXHIBIT C

**NOTICE TO MUNICIPAL SECURITIES RULEMAKING BOARD OF
PROJECT PLACED IN SERVICE**

Name of Issuer: Housing Finance Authority of St. Johns County, Florida
Name of Bond Issue: \$21,500,000* Multifamily Housing Revenue Bonds (Oaks at St. John),
Series 2022
Name of Borrower: Ponte Vedra Beach Leased Housing Associates I, LLLP
Name of Project: Oaks at St. John
Address of Project: [Project Address]
Date of Issuance: December __, 2022

NOTICE IS HEREBY GIVEN as per the requirements of the Continuing Disclosure Agreement, dated as of December 1, 2022, between the above-referenced borrower (the "Borrower") and U.S. Bank Trust Company, National Association, 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: _____

**U.S. BANK TRUST COMPANY, NATIONAL
ASSOCIATION,**
as Dissemination Agent

By: _____
Name: _____
Title: _____

cc: Borrower

* Preliminary; subject to change.

EXHIBIT D

FORM OF NOTICE OF PLACED IN SERVICE

\$21,500,000*

**Housing Finance Authority of St. Johns County, Florida
Multifamily Housing Revenue Bonds
(Oaks at St. John), Series 2022**

The undersigned hereby provides notice to U.S. Bank Trust Company, National Association, a national banking association, as dissemination agent (the "Dissemination Agent") that the multifamily rental housing facility known as Oaks at St. John (the "Project") has been placed in service in accordance with the Trust Indenture, dated as of December 1, 2022, between Housing Finance Authority of St. Johns County, Florida (the "Issuer") and U.S. Bank Trust Company, National Association, 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.

PONTE VEDRA BEACH LEASED HOUSING ASSOCIATES I, LLLP, a Minnesota limited liability limited partnership

By: Ponte Vedra Beach Leased Housing Associates I, LLC,
a Minnesota limited liability company,
as sole General Partner

By: _____
Terrence Sween
Vice President

* Preliminary; subject to change.

ATTACHMENT

Certificate of Occupancy

BOND PURCHASE AGREEMENT

Dated December __, 2022

by and among

COLLIERS SECURITIES LLC,

HOUSING FINANCE AUTHORITY OF ST. JOHNS COUNTY, FLORIDA

and

PONTE VEDRA BEACH LEASED HOUSING ASSOCIATES I, LLLP

Relating to:

\$21,500,000

**Housing Finance Authority of St. Johns County, Florida
Multifamily Housing Revenue Bonds
(Oaks at St. John), Series 2022**

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BOND PURCHASE AGREEMENT

Colliers Securities LLC (the “*Underwriter*”), on its own behalf and not as your fiduciary, hereby offers to enter into this Bond Purchase Agreement dated December __, 2022 (this “*Purchase Contract*”) with the Housing Finance Authority of St. Johns County, Florida (together with its successors and assigns, the “*Issuer*”) and Ponte Vedra Beach Leased Housing Associates I, LLLP, a Minnesota limited liability limited partnership (the “*Borrower*”), for the sale by the Issuer and the purchase by the Underwriter of the Bonds defined below which are being issued by the Issuer for the benefit of the Borrower. The Underwriter is an “underwriter” as defined in Section 2(a)(11) of the Securities Act of 1933, as amended (the “*1933 Act*”). This offer is made subject to the written acceptance hereof by the Issuer and the Borrower and delivery of such acceptance (in the form of one or more counterparts hereof) at or prior to 5:00 p.m., Eastern Time, on the date hereof, and will expire if not so accepted at or prior to such time (or such later time as the Underwriter may agree in writing). Upon such acceptance, this Purchase Contract will be binding upon each of the Issuer, the Borrower and the Underwriter.

Section 1. Definitions and Background.

1.1 Capitalized terms used in this Purchase Contract but not defined herein have the meanings assigned to them in the Trust Indenture by and between the Issuer and U.S. Bank Trust Company, National Association, a national banking association (the “*Trustee*”) dated as of December 1, 2022 (the “*Indenture*”).

1.2 This Purchase Contract is for the sale and delivery of the Issuer’s \$21,500,000 Housing Finance Authority of St. Johns County, Florida Multifamily Housing Revenue Bonds (Oaks at St. John), Series 2022 (the “*Bonds*”) which are being issued by the Issuer to provide financing for the Project. The Bonds will be issued pursuant to (i) that certain resolution of the Issuer adopted _____, 2022 (the “*Resolutions*”), (ii) the Florida Housing Finance Authority Law, Sections 159.601 et seq., Florida Statutes, as amended (the “*Act*”), and (iii) the terms of the Indenture. The Bonds will be payable from sources pledged under the Indenture, including the moneys and securities from time to time held by the Trustee in the funds and accounts established under the terms of the Indenture (collectively, the “*Trust Estate*”). In connection with the issuance of the Bonds, the Issuer will execute and deliver this Purchase Contract; the Indenture; the Loan Agreement by and between the Issuer and the Borrower (the “*Loan Agreement*”) dated as of December 1, 2022; the Arbitrage Certificate and the Proceeds Certificate, each dated December __, 2022 (collectively, the “*Tax Certificates*”); and the Amended and Restated Land Use Restriction Agreement (the “*Land Use Restriction Agreement*”) (collectively, the “*Issuer Documents*”) and the Borrower will execute and deliver this Purchase Contract, the Loan Agreement, the Continuing Disclosure Agreement, the Remarketing Agreement, the Tax Certificates, and the Land Use Restriction Agreement (collectively, the “*Borrower Documents*”). The Issuer Documents and the Borrower Documents are referred to herein as the “*Financing Documents*.”

Section 2. Purchase and Sale.

2.1 Subject to the terms and conditions set forth in this Purchase Contract, the Underwriter hereby agrees to purchase from the Issuer and the Issuer hereby agrees to sell to the Underwriter, at the Closing (as hereafter defined), \$21,500,000 aggregate principal amount of its Bonds at a price set forth in Exhibit A attached hereto. [The Underwriter also hereby agrees to advance an additional amount equal to \$_____ as set forth under the Indenture (the “*Underwriter’s Advance*”). The Underwriter will be reimbursed on or before the Closing Date by the Borrower for the Underwriter’s Advance.]

2.2 The Bonds will (i) be issued pursuant to the Indenture and (ii) have the payment related terms (that is, the dated date, maturity date, interest rate and price) set forth in Exhibit A attached hereto,

and will otherwise correspond to the description thereof contained in the hereinafter-defined Official Statement.

2.3 The Issuer, the Borrower and the Underwriter each acknowledges and agrees that (i) the purchase and sale of the Bonds pursuant to this Purchase Contract is an arm's-length commercial transaction among the Issuer, the Borrower and the Underwriter, (ii) in connection therewith and with the discussions, undertakings and procedures leading up to the consummation of such transaction, the Underwriter is and has been acting solely as a principal and is not acting as the agent, municipal advisor, financial advisor, or fiduciary of the Issuer or the Borrower, (iii) the Underwriter has not assumed individually or collectively any 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 Underwriter has advised or provided other services or is currently advising or providing other services to the Issuer or the Borrower on other matters) and the Underwriter has no contractual obligation to the Issuer or the Borrower with respect to the offering contemplated hereby except the obligations expressly set forth in this Purchase Contract, and (iv) the Issuer and the Borrower have consulted their own legal, financial, accounting, tax and other advisors to the extent they deem appropriate in connection with the offering of the Bonds. The primary role of the Underwriter is to purchase the Bonds for resale to investors in an arm's-length commercial transaction between the Issuer and the Underwriter. The Underwriter has financial and other interests that differ from those of the Issuer.

Section 3. Issue Price.

The Underwriter will provide to the Issuer an executed Issue Price Certificate dated the Closing Date (as defined herein) in the form attached as Exhibit E hereto or other form reasonably required by Bond Counsel in order to establish the issue price of the Bonds.

The Underwriter reserves the right to change such prices as it deems necessary in connection with the offering of the Bonds. Concessions from the public offering price may be allowed to selected dealers and special purchasers. The Borrower authorizes the Underwriter to complete the supplement to the Official Statement to insert the reoffering price for the Bonds selected by the Underwriter in its complete discretion.

Section 4. Closing.

Subject to the terms and conditions hereof, the delivery of the Bonds and the payment of the purchase price of the Bonds as set forth in Exhibit A hereof (the "*Closing*") will take place at 10:00 a.m. Eastern Time on December __, 2022, or at such other time or on such other date mutually agreed upon by the Issuer, the Borrower and the Underwriter, which date shall be referred to herein as the "*Closing Date*."

Section 5. Official Statement; Disclosure Matters.

5.1 The Issuer and the Borrower each hereby (a) confirms its consent to the use by the Underwriter of the Preliminary Official Statement dated December __, 2022, relating to the Bonds (the "*Preliminary Official Statement*") in the marketing of the Bonds and (b) authorizes the Underwriter to prepare, use and distribute (at the expense of the Borrower) the Official Statement dated December __, 2022, relating to the Bonds (the "*Official Statement*") in final form in connection with the offering and sale of the Bonds.

5.2 The Issuer and the Borrower each agrees to the extent required and permitted by applicable law to cooperate (at the sole cost and expense of the Borrower) with the Underwriter so as to enable the Underwriter to comply with the requirements of Rule 15c2-12 ("*Rule 15c2-12*") under the Securities

Exchange Act of 1934, as amended (the “1934 Act”), and any other rules of the Securities and Exchange Commission (the “SEC”) and the Municipal Securities Rulemaking Board (the “MSRB”), in connection with the offer and sale of the Bonds.

5.3 The Issuer and the Borrower hereby make the following representations in subsection (a) and (b) respectively:

(a) The Issuer hereby certifies and agrees that the information in the Preliminary Official Statement as of its date and the Official Statement under the captions “THE ISSUER” and “NO LITIGATION – The Issuer” has been “deemed final” by the Issuer as of its date, except for final information as to the offering prices, interest rates, selling compensation, amount of proceeds, delivery dates, other terms depending on such factors, and other information permitted to be omitted under part (b)(1) of Rule 15c2-12.

(b) The Borrower hereby certifies and agrees that the Preliminary Official Statement and the Official Statement have been “deemed final” by the Borrower as of their dates, except for final information as to the offering prices, interest rates, selling compensation, amount of proceeds, delivery dates, other terms depending on such factors, and other information permitted to be omitted under part (b)(1) of Rule 15c2-12.

5.4 The Issuer and the Borrower hereby make the following representations in subsection (a) and (b), respectively:

(a) The Issuer hereby represents that the information in the Preliminary Official Statement and the Official Statement under the captions “THE ISSUER” and “NO LITIGATION – The Issuer” is true and correct and does not contain any untrue statement of a material fact and does not omit to state a material fact necessary in order to make the statements contained therein, in light of the circumstances under which they were made, not misleading.

(b) The Borrower hereby represents that the information in the Preliminary Official Statement and the Official Statement is true and correct and does not contain any untrue statement of a material fact and does not omit to state a material fact necessary in order to make the statements contained therein, in light of the circumstances under which they were made, not misleading.

5.5 The Issuer and the Borrower will, at the expense of the Borrower, supply to the Underwriter the Official Statement, in such quantity as may be requested by the Underwriter no later than the earlier of (i) seven (7) business days after the date of this Purchase Contract or (ii) one (1) business day prior to the Closing Date, in order to permit the Underwriter to comply with Rule 15c2-12, and the applicable rules of the MSRB, with respect to distribution of the Official Statement. The Borrower shall provide to the Underwriter the Official Statement, including any amendments thereto, in word-searchable PDF format as described in the MSRB’s Rule G-32 no later than one (1) business day prior to the Closing Date to enable the Underwriter to comply with MSRB Rule G-32.

5.6 During the period commencing on the date of this Purchase Contract and ending on the earlier of (a) 90 days from the End of the Underwriting Period or (b) the time when the Official Statement is available to any person from the MSRB, but in no case less than 25 days following the End of the Underwriting Period (the “Update Period”), if any event shall occur which would cause the Official Statement to contain any untrue statement of a material fact or to omit to state any material fact necessary to make the statements contained therein, in light of the circumstances under which they were made, not misleading, and in the judgment of the Underwriter, such event requires the preparation and publication of a supplement or amendment to the Official Statement, the Issuer (to the extent of the provisions referred to

in Section 5.4(a) hereof) and the Borrower will, at the expense of the Borrower, prepare or cooperate in the preparation of such supplement or amendment to the Official Statement in a form approved by the Underwriter and furnish or cooperate in the furnishing to the Underwriter (at the sole expense of the Borrower) a reasonable number of copies of an amendment of, or a supplement to the Official Statement so that, as supplemented or amended, it will not contain any untrue statement of a material fact or omit to state a material fact necessary in order to make the statements contained therein, in light of the circumstances under which they were made, not misleading. If the Official Statement is so supplemented or amended prior to the Closing, the approval by the Underwriter of a supplement or amendment to the Official Statement shall not preclude the Underwriter from thereafter terminating this Purchase Contract in accordance with the provisions of Section 12(c) hereof. The “*End of the Underwriting Period*” means the later of the delivery of the Bonds by the Issuer to the Underwriter or when the Underwriter no longer retains (directly or as a syndicate member) an unsold balance of the Bonds for sale to the public; provided, that the “*End of the Underwriting Period*” shall be deemed to be the Closing Date, unless the Underwriter otherwise notifies the Issuer and the Borrower in writing prior to such date that there is an unsold balance of the Bonds, in which case the End of the Underwriting Period shall be deemed to be extended for 30 days. The deemed End of the Underwriting Period may be extended for two additional periods of 30 days each upon receipt of an additional written notification from the Underwriter containing the same information as required in the initial written notice.

5.7 If, during the Update Period, the Issuer becomes aware of any event relating to the information concerning the Issuer under the captions “THE ISSUER” and “NO LITIGATION – The Issuer” of the Official Statement which would cause such portions of the Official Statement to contain any untrue statement of a material fact or omit to state any material fact necessary to make the statements contained therein, in light of the circumstances under which they were made, not misleading, the Issuer will promptly notify the Underwriter of such event.

5.8 The Issuer shall promptly advise the Underwriter, during the Update Period, of any action, suit, proceeding, inquiry or investigation against the Issuer, of which the Issuer has actual knowledge, seeking to prohibit, restrain or otherwise affect the use of the Preliminary Official Statement or the Official Statement in connection with the offering, sale or distribution of the Bonds.

5.9 If, during the Update Period, the Borrower becomes aware of any event which would cause the Preliminary Official Statement or the Official Statement to contain any untrue statement of a material fact or to omit to state any material fact necessary to make the statements contained therein, in light of the circumstances under which they were made, not misleading, the Borrower will promptly notify the Underwriter and the Issuer of such event.

5.10 The Borrower shall promptly advise the Underwriter, during the Update Period, of any action, suit, proceeding, inquiry or investigation against the Borrower, of which they receive written or actual notice, seeking to prohibit, restrain or otherwise affect the use of the Preliminary Official Statement or the Official Statement in connection with the offering, sale or distribution of the Bonds.

5.11 The Borrower represents and warrants to the Underwriter and the Issuer that neither the Borrower nor any affiliates thereof are in default under any undertakings with respect to continuing disclosure requirements designed to comply with Rule 15c2-12 in connection with any issue of municipal securities.

Section 6. Representations of the Issuer.

6.1 In addition to the representations contained in Section 5 herein, the Issuer hereby makes the following representations to the Underwriter:

(a) The Issuer is a public body corporate and politic duly created, organized and existing under the laws of the State of Florida (the “Commonwealth”), and has full power and authority under the Act to adopt the Bond Resolution and to enter into and to perform its obligations under the Issuer Documents; and when executed and delivered by the respective parties thereto, the Issuer Documents will constitute the legal, valid and binding obligations of the Issuer enforceable against the Issuer in accordance with their respective terms, except as the enforcement thereof may be limited by bankruptcy, insolvency, reorganization, arrangement, fraudulent conveyance, moratorium and other laws relating to or affecting creditors’ rights, to the application of equitable principles, to the exercise of judicial discretion in appropriate cases and to the limitation on legal remedies against units of government of the State;

(b) By official action of the Issuer prior to or concurrently with the acceptance hereof, the Issuer has approved and authorized the distribution of the Preliminary Official Statement and the Official Statement and authorized and approved the execution and delivery of the Issuer Documents and the consummation by the Issuer of the transactions contemplated thereby;

(c) There is no action, suit, proceeding, inquiry or investigation, at law or in equity, before or by any court, governmental agency, public board or body, pending, or threatened against the Issuer seeking to restrain or enjoin the sale or issuance of the Bonds, or in any way contesting or affecting any proceedings of the Issuer taken concerning the sale thereof, the pledge or application of any moneys or security provided for the payment of the Bonds, in any way contesting the validity or enforceability of the Issuer Documents or contesting in any way the completeness or accuracy of the Preliminary Official Statement or the Official Statement or the existence or powers of the Issuer relating to the sale of the Bonds;

(d) The execution and delivery by the Issuer of the Issuer Documents and compliance with the provisions on the Issuer’s part contained therein will neither (i) conflict with or constitute a material breach of or default under any law, administrative regulation, judgment or decree to which the Issuer is subject, (ii) conflict with any loan agreement, indenture, bond, note, resolution, agreement or other instrument to which the Issuer is a party or is otherwise subject, nor (iii) result in the creation or imposition of any lien, charge or other security interest or encumbrance of any nature whatsoever upon any of the properties or assets of the Issuer under the terms of any such law, administrative regulation, judgment, decree, loan agreement, financing agreement, indenture, bond, security, note, resolution, agreement or other instrument, except as provided by the Issuer Documents;

(e) Except as may be required under Blue Sky or other securities laws of any state and for filings to be made with the Internal Revenue Service on Form 8038, to the Issuer’s knowledge, there is no consent, approval, authorization or other order of, or filing with, or certification by, any state court, or state or federal governmental agency, or public body of any state required for the execution and delivery of the Issuer Documents or the consummation by the Issuer of the transactions on its part contemplated herein or therein, which has not been duly obtained or made on or prior to the date hereof;

(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 Bond Resolution;

(g) The Issuer has complied in all material respects with the Bond Resolution and the Issuer Documents; and

(h) The Bonds, when delivered in accordance with the Indenture and paid for by the Underwriter on the Closing Date as provided herein, will be validly issued and outstanding special, limited obligations of the Issuer entitled to all the benefits and security of the Indenture.

6.2 The execution and delivery of this Purchase Contract by the Issuer shall constitute a representation by the Issuer to the Underwriter that the representations and agreements contained in this Section are true as of the date hereof; provided, however, that as to information furnished by the Borrower pursuant to this Purchase Contract, the Issuer is relying solely on such information in making the Issuer's representations and agreements, and as to all matters of law the Issuer is relying on the advice of Bond Counsel; and provided further, that no member, officer, agent or employee of the Issuer shall be individually liable for the breach of any representation, or agreement contained herein.

6.3 It is understood that the representations and covenants of the Issuer contained in this Section 6 and elsewhere in this Purchase Contract shall not create any general obligation or liability of the Issuer, and that any obligation or liability of the Issuer hereunder or under the Issuer Documents is payable solely out of the Trust Estate established under the Indenture. It is further understood and agreed that the Issuer makes no representations, except as set forth in paragraph 5.4(a) above, as to the Official Statement, or as to (i) the financial condition, results of operation, business or prospects of the Borrower or the Project, (ii) any statements (financial or otherwise), representations, documents or certification provided or to be provided by the Borrower in connection with the offer or sale of the Bonds, or (iii) the correctness, completeness or accuracy of such statements, representations, documents or certifications.

Section 7. Representations and Warranties of the Borrower.

7.1 In addition to the representations and warranties made in Section 5 herein, the Borrower hereby makes the following representations and warranties to the Underwriter and the Issuer, all of which will continue in effect subsequent to the purchase of the Bonds:

(a) The Borrower is a limited liability limited partnership duly organized and existing under and pursuant to the laws of the State and is qualified to own the Project and conduct its business in the State.

(b) The Borrower has, and as of the Closing Date will have, full legal right, power and authority to (i) execute and deliver the Borrower Documents, (ii) assist in the preparation, distribution and use of the Preliminary Official Statement and the Official Statement, and (iii) otherwise consummate the transactions contemplated by the Borrower Documents.

(c) The Borrower has duly authorized the (i) execution and delivery of the Borrower Documents, (ii) performance by the Borrower of the obligations contained in the Borrower Documents, (iii) preparation of the Preliminary Official Statement and the Official Statement, and (iv) consummation by the Borrower of all of the transactions contemplated by the Borrower Documents.

(d) The Borrower Documents are, and, when executed and delivered by the Borrower and the other parties thereto, will be, the legal, valid and binding obligations of the Borrower, enforceable in accordance with their respective terms, except to the extent that enforcement thereof may be limited by bankruptcy, insolvency or other similar laws affecting creditors' rights generally, or by the exercise of judicial discretion in accordance with general principles of equity.

(e) All consents, approvals, orders or authorizations of, notices to, or filings, registrations or declarations with any governmental authority, board, agency, commission or body

having jurisdiction which are required on behalf of the Borrower for the execution and delivery by the Borrower of the Borrower Documents or the consummation by the Borrower of the transactions contemplated hereby or thereby, have been obtained or will be obtained prior to Closing.

(f) The execution and delivery by the Borrower of the Borrower Documents and the consummation by the Borrower of the transactions contemplated hereby and thereby are not prohibited by, do not violate any provision of, and will not result in the breach of or default under (i) the organizational documents of the Borrower, (ii) any applicable law, rule, regulation, judgment, decree, order or other requirement to which the Borrower is subject, or (iii) any contract, indenture, agreement, mortgage, lease, note, commitment or other obligation or instrument to which the Borrower is a party or by which the Borrower or its properties are bound.

(g) There is no legal action, suit, proceeding, investigation or inquiry at law or in equity, before or by any court, agency, arbitrator, public board or body or other entity or person, pending or, to the best knowledge of the Borrower, threatened against or affecting the Borrower or any partner or member of the Borrower, in their respective capacities as such, nor, to the knowledge of the Borrower, any basis therefor, (i) which would restrain or enjoin the issuance or delivery of the Bonds, the use of the Preliminary Official Statement or the Official Statement in the marketing of the Bonds or the collection of revenues pledged under or pursuant to the Borrower Documents or (ii) which would in any way contest or affect the organization or existence of the Borrower or the entitlement of any officer of the Borrower to its position or (iii) which would contest or have a material and adverse effect upon (A) the due performance by the Borrower of the transactions contemplated by the Preliminary Official Statement, the Official Statement or the Borrower Documents, (B) the validity or enforceability of the Bonds, the Borrower Documents or any other agreement or instrument to which the Borrower is a party and that is used or contemplated for use in the consummation of the transactions contemplated hereby and thereby, (C) the exclusion from gross income for federal income tax purposes of the interest on the Bonds or (D) the financial condition or operations of the Borrower, (iv) which contests in any way the completeness or accuracy of the Preliminary Official Statement or the Official Statement or (v) which questions the power or authority of the Borrower to carry out the transactions on its part contemplated by the Preliminary Official Statement, the Official Statement and the Borrower Documents, or the power of the Borrower to own or operate the Project. The Borrower is not subject to any judgment, decree or order entered in any lawsuit or proceeding brought against it that would have such an effect.

(h) On the Closing Date, the Borrower shall not have granted any interests in or rights or options to sell the Bonds to any other party.

(i) All permits (including building permits), licenses and authorizations necessary for the ownership and operation of its Project in the manner contemplated by the Preliminary Official Statement, the Official Statement and each of the Borrower Documents have been obtained or will be obtained, and said ownership and operation are not in conflict with any zoning or similar ordinance applicable to the Project. The Project conforms to all material environmental regulations.

(j) None of the Borrower, any guarantor of the Borrower or any "related person" to the Borrower within the meaning of Section 147 of the Code has acquired or shall acquire, pursuant to any arrangement, formal or informal, any Bonds.

(k) The Borrower has not taken or omitted to take on or prior to the date hereof any action that would adversely affect the exclusion from gross income for federal income tax purposes of the interest on the Bonds.

(l) On the Closing Date, each of the representations and warranties of the Borrower contained in the Borrower Documents and all other documents executed by the Borrower in connection with the Bonds shall be true, correct and complete in all material respects.

(m) As of the Closing Date, the Borrower will not be in material default under any document, instrument or commitment to which the Borrower is a party or to which any of its property is subject which default would or could reasonably be expected to adversely affect the ability of the Borrower to carry out its obligations under the Borrower Documents. As of the Closing Date, the Borrower will be in compliance with all of its obligations under the Regulatory Agreement.

(n) The Borrower is in compliance with all of its prior continuing disclosure undertakings entered into pursuant to Rule 15c2-12, if any.

7.2 Each of the representations and warranties set forth in this Section 7 will survive the Closing.

7.3 Any certificate signed by any officer of the Borrower and delivered to the Underwriter in connection with the delivery of the Bonds will be deemed to be a representation and warranty by the Borrower to the Underwriter as to the statements made therein.

Section 8. Covenants of the Issuer.

8.1 The Issuer hereby makes the following covenants with the Underwriter:

(a) Prior to the Closing, the Issuer will not supplement or amend the Official Statement or cause the Official Statement to be supplemented or amended without providing reasonable notice of such proposed supplement or amendment to the Underwriter. Neither the receipt by the Underwriter of notice of a proposed supplement or amendment nor the consent by the Underwriter to such supplement or amendment shall abrogate the Underwriter's rights under Section 12(c) hereof.

(b) Prior to the Closing, the Issuer will not amend, terminate or rescind, and will not agree to any amendment, termination or rescission of the Issuer Documents without the prior written consent of the Underwriter.

(c) Prior to the Closing, except as provided in the Issuer Documents, the Issuer will not create, assume or guarantee any indebtedness payable from, or pledge or otherwise encumber, the revenues, assets, properties, funds or interests which will be pledged pursuant to the Indenture, including, without limitation, the Bonds or the Issuer Documents.

(d) The Issuer will not take any action which will in any way cause the proceeds of the Bonds to be applied in a manner other than as provided in the Indenture and described in the Official Statement or which would cause the interest on the Bonds to be includable in the gross income of the holders thereof for federal income tax purposes.

(e) Prior to the Closing, the Issuer will obtain all governmental consents, approvals, orders or authorizations of any governmental authority or agency that would constitute a condition precedent to the performance by it of its obligations under the Issuer Documents and the Bonds.

(f) The Issuer will reasonably cooperate with the Underwriter upon request, without cost to the Issuer, in the qualification of the Bonds for offering and sale and the determination of their eligibility for investment under the laws of such jurisdictions as the Underwriter may designate; provided that the foregoing shall not require the Issuer to expend its own funds, execute a general or special consent to service of process or to qualify as a foreign corporation in connection with such qualification in any foreign jurisdiction.

(g) The Issuer will not adopt any amendment of or supplement to the Official Statement to which, after having been furnished a copy, the Underwriter shall reasonably object in writing and if any event relating to or affecting the Issuer or the Borrower shall occur as a result of which it is necessary, in the opinion of the Underwriter, to amend or supplement the Official Statement in order to make the Official Statement so that it does not contain any untrue statement of a material fact or omit to state a material fact necessary in order to make the statements made, in light of the circumstances under which they were made, not misleading, the Issuer shall cause to be forthwith prepared and furnished (at the sole expense of the Borrower) to the Underwriter a reasonable number of copies of an amendment of or supplement to the Official Statement (in form and substance satisfactory to the Underwriter) that will amend or supplement the Official Statement so that it will not contain an untrue statement of a material fact or omit to state a material fact necessary in order to make the statements therein, in light of the circumstances under which they were made, not misleading.

Section 9. Covenants of the Borrower.

9.1 The Borrower hereby makes the following covenants with the Underwriter and the Issuer:

(a) The Borrower will not supplement or amend the Official Statement or cause the Official Statement to be supplemented or amended without providing reasonable notice of such proposed supplement or amendment to the Underwriter and the Issuer. It is understood pursuant to Section 12(c) that, in the event there arises an event or condition which, in the reasonable judgment of the Underwriter, requires the Official Statement to be amended or supplemented or has a material and adverse effect upon the marketability of the Bonds or the ability of the Underwriter to enforce contracts for the sale of the Bonds, the Underwriter shall have the right, pursuant to Section 12(c) hereof, to terminate this Purchase Contract without liability. Neither the receipt by the Underwriter of notice of a proposed supplement or amendment nor the consent by the Underwriter to such supplement or amendment shall abrogate the Underwriter's rights under Section 12(c) hereof.

(b) The Borrower will not adopt any amendment of or supplement to the Official Statement to which, after having been furnished a copy, the Underwriter shall reasonably object in writing and if any event relating to or affecting the Issuer or the Borrower shall occur as a result of which it is necessary, in the opinion of the Underwriter, to amend or supplement the Official Statement in order to make the Official Statement not misleading in light of the circumstances existing at the time it is delivered to the Underwriter, the Borrower shall cause to be forthwith prepared and furnished (at the sole expense of the Borrower) to the Underwriter a reasonable number of copies of an amendment of or supplement to the Official Statement (in form and substance satisfactory to the Issuer and the Underwriter) that will amend or supplement the Official Statement so that it will not contain an untrue statement of a material fact or omit to state a material fact necessary in order to make the statements therein, in light of the circumstances under which they were made, not misleading.

(c) Prior to the Closing, the Borrower will not amend, terminate or rescind, and will not agree to any amendment, termination or rescission of the Borrower Documents without the prior written consent of the Underwriter.

(d) Prior to the Closing, the Borrower will not create, assume or guarantee any indebtedness payable from, or pledge or otherwise encumber, the revenues, assets, properties, funds or interests which will be pledged pursuant to the Indenture, including, without limitation, the Bonds, the Financing Documents or any indebtedness allowed under the loan from the Lender.

(e) The Borrower will cooperate with the Issuer to cause the Bonds to be delivered to the address and at the time specified by the Underwriter in conjunction with the Closing.

(f) The Borrower will not take or omit to take any action which will in any way cause the proceeds of the Bonds, or other moneys on deposit in any fund or account in connection with the Bonds, to be applied in a manner other than as provided in the Indenture and described in the Preliminary Official Statement or the Official Statement and will not take or omit to take any action which would cause the interest on the Bonds to be includable in the gross income of the holders thereof for federal income tax purposes.

(g) The Borrower will cooperate with the Underwriter in the qualification of the Bonds for offering and sale and the determination of their eligibility for investment under the laws of such jurisdictions as the Underwriter may designate.

(h) The Borrower agrees to cause the necessary amount to be paid to the Trustee and/or the escrow agent on the Closing Date to pay costs of issuance.

(i) The Borrower agrees to provide the Underwriter, at the Borrower's expense, a reasonable number of additional copies of the Financing Documents as the Underwriter shall request.

Section 10. Conditions of Closing.

10.1 The obligations of the Underwriter to consummate at the Closing the transactions contemplated hereby are subject to receipt by the Underwriter of the items described in Section 10.2 hereof and to the satisfaction of the following conditions:

(a) The Underwriter will not have discovered any material error, misstatement or omission in the representations and warranties made in this Purchase Contract, which representations and warranties will be deemed to have been made again at and as of the time of the Closing and will then be true in all material respects.

(b) The Issuer and the Borrower will have performed and complied with all agreements and conditions required by this Purchase Contract to be performed or complied with by such respective parties at or prior to Closing.

(c) The Bonds, the Financing Documents and the Official Statement shall each have been executed and delivered by each of the parties thereto, shall be in full force and effect on and as of the Closing Date and shall not have been amended, modified or supplemented prior to the Closing except as may have been agreed to in writing by the Underwriter and no event of default shall exist under any such documents.

(d) The Underwriter will have received orders for all of the Bonds (or such amount of the Bonds as is acceptable to the Underwriter) and (a) such orders have not been withdrawn at the time of the Closing and (b) the market price or marketability, at the initial offering price set forth in the Official Statement, of the Bonds shall not have been adversely affected, in the reasonable judgment of the Underwriter.

(e) The Borrower shall have entered into the Continuing Disclosure Agreement containing covenants meeting the requirements of Rule 15c2-12 under the 1934 Act.

(f) The Issuer shall have received the executed Issue Price Certificate of the Underwriter, substantially in the form attached to this Purchase Contract as Exhibit E.

10.2 In addition to the conditions set forth in Section 10.1, the obligations of the Underwriter to consummate at the Closing the transactions contemplated hereby are subject to receipt by the Underwriter of the following items:

(a) An approving opinion of Bond Counsel, dated the Closing Date, relating to the validity of the Bonds and the tax-exempt status of the Bonds, substantially in the form attached to the Official Statement as Appendix C, and a letter of such counsel, addressed to the Underwriter and the Issuer, to the effect that such opinion may be relied upon, together with a supplemental opinion of Bond Counsel, satisfactory in form and substance to the Underwriter and the Issuer, dated the Closing Date, substantially in the form attached hereto as Exhibit B.

(b) An opinion of counsel to the Borrower, dated the Closing Date, satisfactory in form and substance to the Underwriter, the Trustee, Bond Counsel and the Issuer and in substantially the form attached hereto as Exhibit C.

(c) An opinion of Tiber Hudson LLC, counsel to the Underwriter, satisfactory in form and substance to the Underwriter.

(d) A certificate of the Issuer, dated the Closing Date and signed by an authorized official or officer of the Issuer, to the effect that (i) each of the Issuer's representations contained herein and in all other Issuer Documents, which representations will be deemed to have been made again at and as of the time of Closing, are true and correct in all material respects; (ii) the Issuer has performed and complied with all agreements and conditions required by this Purchase Contract to be performed or complied with by it at or prior to the Closing; and (iii) the information contained in the Preliminary Official Statement and the Official Statement under the captions "THE ISSUER" and "NO LITIGATION – The Issuer" is true and correct in all material respects and does not contain any untrue statement of a material fact or omit to state any material fact necessary in order to make the statements contained therein, in light of the circumstances under which they were made, not misleading.

(e) Evidence that a public hearing has been duly held and the issuance of the Bonds has been duly approved as required by the Code.

(f) A certificate of the Issuer, dated the Closing Date and signed by an authorized officer of the Issuer, in form and substance satisfactory to the Issuer, the Underwriter and Bond Counsel, respecting certain tax matters as may be reasonably required by Bond Counsel to enable it to give its opinion.

(g) A certificate of the Borrower, dated the Closing Date and signed by its authorized representative, to the effect that:

(i) each of the Borrower's representations and warranties contained herein and in all Borrower Documents, which representations and warranties will be deemed to have been made again at and as of the time of Closing, are true and correct in all material respects;

(ii) the Borrower has performed and complied with all agreements and conditions required by this Purchase Contract to be performed or complied with by it at or prior to the Closing;

(iii) since the date of the Official Statement and except as set forth therein, there has not been any material adverse change in the Borrower's operations, financial or otherwise;

(iv) the information contained in the Preliminary Official Statement and the Official Statement is true and correct and does not contain any untrue statement of a material fact and does not omit to state a material fact necessary in order to make the statements contained therein, in light of the circumstances under which they were made, not misleading;

(v) there is no action, suit, proceeding, inquiry or investigation, at law or in equity, or before or by any court, public board or body pending or, to the best knowledge of the Borrower, threatened against or affecting the Borrower or any of its affiliates, nor, to the best knowledge of the Borrower, is there any basis therefor, wherein an unfavorable decision, ruling or finding would, in any way, adversely affect the transactions contemplated by the Loan Agreement or the operation and management of the Project, or that might result in any material adverse change in the business, operations, properties, assets, liabilities or condition (financial or other) of the Borrower or that affects the information in the Preliminary Official Statement and the Official Statement; and

(vi) such other matters as the Underwriter may reasonably request.

(h) A certificate of the Borrower dated the Closing Date and signed by its authorized representative, in form and substance satisfactory to the Underwriter and Bond Counsel, respecting certain tax matters as may be reasonably required by Bond Counsel to enable it to give its opinion.

(i) A certificate of the Trustee, dated the Closing Date and signed by an authorized officer of the Trustee, in form and substance satisfactory to the Underwriter.

(j) The Borrower's 15c2-12 Certificate, substantially in the form attached hereto as Exhibit D, duly executed by the Borrower.

(k) Certified copies of the organizational documents of the Borrower and copies of the resolutions or actions of its partners (if applicable) authorizing the execution and delivery of the Borrower Documents.

(l) The Financing Documents (or certified copies thereof) duly executed and delivered by the respective parties thereto, with such amendments, modifications or supplements as may have been agreed to by the Issuer, Bond Counsel and the Underwriter.

(m) Written evidence satisfactory to the Underwriter that Moody's Investors Service, Inc. (the "Rating Agency") has issued a rating of "[Aaa/VMIG 1]" for the Bonds and such rating shall be in effect on the Closing Date.

(n) Such additional legal opinions, certificates, instruments and other documents as the Underwriter, the Issuer or Bond Counsel may reasonably deem necessary to evidence the truth and accuracy as of the Closing Date of the respective representations and warranties of the Issuer and the Borrower herein contained and of the Official Statement, and to evidence compliance by the Issuer and the Borrower with this Purchase Contract and all applicable legal requirements, and the due performance and satisfaction by the Issuer and the Borrower at or prior to such time of all agreements then to be performed and all conditions then to be satisfied by the Issuer and the Borrower.

10.3 If any of the conditions set forth in Section 10.1 or 10.2 hereof have not been met on the Closing Date, the Underwriter may, at its sole option, terminate this Purchase Contract or proceed to Closing upon waiving any rights under this Purchase Contract with respect to any such condition. If this Purchase Contract is terminated pursuant to this Section 10, no party will have any rights or obligations to any other, except as provided in Section 13 hereof.

Section 11. Actions and Events at the Closing.

The following events will take place at the Closing:

(a) The Issuer will cause the Trustee to deliver the Bonds to the Underwriter. The Bonds so delivered will be in the form required by the Indenture, duly authenticated by the Trustee, and will be fully registered in the name of Cede & Co., as nominee of The Depository Trust Company, New York, New York.

(b) The Issuer and the Borrower, as applicable, will deliver or cause to be delivered to the Underwriter at the offices of Bond Counsel, or at such other place or places as the Issuer, the Borrower and the Underwriter may mutually agree upon, the materials described in Section 10.1 and Section 10.2 hereof.

(c) The Underwriter will deliver to the Trustee, for the account of the Issuer, a wire, payable in immediately available funds, in an amount equal to the purchase price of the Bonds as set forth in Exhibit A hereto.

Section 12. Termination of Agreement.

The Underwriter may terminate this Purchase Contract, without liability therefor, by notifying the Issuer and the Borrower at any time prior to the Closing, if:

(a) Legislation is enacted or introduced in the Congress or recommended to the Congress for passage by the President of the United States, or favorably reported for passage to either house of the Congress of the United States by a committee of such house to which such legislation has been referred for consideration, or a decision is rendered by a court established under Article III of the Constitution of the United States or by the Tax Court of the United States, or an order, ruling, regulation (final, temporary or proposed), press release, statement or other form of notice or official statement is issued or made: (i) by or on behalf of the President, the Treasury Department of the United States or the Internal Revenue Service with the purpose or effect, directly or indirectly, of imposing federal income taxation upon such interest as would be received by the

owners of the Bonds, or (ii) by or on behalf of the SEC, or any other governmental entity having jurisdiction of the subject matter, to the effect that obligations of the general character of the Bonds or any arrangements underlying the Bonds, are not exempt from registration under the 1933 Act, or that the Indenture is not exempt from qualification under the Trust Indenture Act of 1939, as amended;

(b) The declaration of a general banking moratorium by federal, New York or State authorities, or general suspension of trading in securities on the New York Stock Exchange any other national securities exchange, or the establishment by the New York Stock Exchange, by the SEC, by any federal or state agency or by the decision of any court, of any limitation on prices for such trading, or any outbreak or escalation of hostilities or occurrence of any other national or international calamity or crisis, or escalation of such calamity or crisis, the effect of which on the financial markets of the United States shall be such as to make it impracticable for the Underwriter to proceed with the purchase and offering of the Bonds;

(c) Any event or condition which, in the reasonable judgment of the Underwriter, (i) renders untrue any statement of a material fact in the Official Statement, and the Issuer and the Borrower do not agree to supplement or amend the Official Statement to correct the deficiency, or (ii) causes the Official Statement to omit to state a material fact necessary in order to make the statements therein, in light of the circumstances under which they were made, not misleading, and the Issuer and the Borrower do not agree to supplement or amend the Official Statement to correct the deficiency, or (iii) has a material adverse effect upon the marketability of the Bonds, or (iv) would materially and adversely affect the ability of the Underwriter to enforce contracts for the sale of the Bonds;

(d) The imposition by the New York Stock Exchange or other national securities exchange, or any governmental entity, of any restrictions not now in force with respect to any of the Bonds or obligations of the general character of the Bonds or securities generally, or the increase of any such restrictions now in force, including those relating to the extension of credit by, or the charge to the net capital requirements of the Underwriter;

(e) An order, decree or injunction of any court of competent jurisdiction, or order, filing, regulation or official statement by the SEC, or any other governmental entity having jurisdiction of the subject matter, issued or made to the effect that the issuance, offering or sale of obligations of the general character of the Bonds or the issuance, offering or sale of the Bonds or any arrangements underlying the Bonds, as contemplated hereby or by the Preliminary Official Statement or the Official Statement, is or would be in violation of the federal securities laws as then in effect;

(f) The rating on the Bonds shall have been downgraded or withdrawn by the Rating Agency; or

(g) A material disruption in commercial banking, securities settlement, payment, or clearance services shall have occurred.

Section 13. Fees and Expenses.

13.1 The Borrower shall pay to the Underwriter a fee in the amount of \$_____ plus \$_____ for certain fees and expenses (the "Underwriter's Fee"), payable in immediately available funds on the Closing Date from which the Underwriter will pay certain expenses. The Underwriter's Fee shall not include the fee of the Underwriter's counsel. The Borrower acknowledges that it has had an opportunity,

in consultation with such advisors as it may deem appropriate, if any, to evaluate and consider the fees and expenses being incurred in connection with the issuance of the Bonds. The Borrower has agreed to pay the Underwriter's Fee set forth in this Section 13.1, and inclusive in the expense component of the Underwriter's Fee are actual expenses incurred or paid for by the Underwriter on behalf of the Borrower in connection with the marketing, issuance, and delivery of the Bonds, including, but not limited to, advertising expenses, the costs of any preliminary and final blue sky memoranda, CUSIP fees, and transportation, lodging, and meals for the Borrower's employees and representatives, if any.

13.2 The Borrower shall pay the costs of issuance of the Bonds, including all expenses incident to the performance of the Underwriter's and the Issuer's obligations hereunder, including, but not limited to, (i) the cost of the preparation, printing or other reproduction of this Purchase Contract, the Preliminary Official Statement and the Official Statement, as either may be supplemented or amended, the Indenture and the other Financing Documents in reasonable quantities for distribution; (ii) the cost of engraving, reproducing and signing the definitive Bonds; (iii) the reasonable fees and disbursements of all applicable legal counsel, including Bond Counsel, counsel to the Issuer, counsel to the Trustee (if any), and counsel to the Underwriter; (iv) the initial fees and costs of paying the Trustee and all paying agents, transfer agents and registrars; (v) the fees and expenses of the Issuer; (vi) CUSIP fees; (vii) the cost of qualifying the Bonds for sale in various states chosen by the Underwriter and the cost of preparing or printing any Preliminary Blue Sky Survey to be used in connection with such sale; (viii) the fees and expenses of the experts retained by the Borrower with respect to the acquisition, rehabilitation and financing of the Project; (ix) the fees of the Rating Agency in connection with the rating of the Bonds; (x) normal travel costs, including reasonable transportation and lodging; (xi) ordinary and reasonable meals hosted by the Underwriter that are directly related to the offering contemplated by this Purchase Contract; (xii) all other applicable fees of professionals hired in conjunction with the issuance of the Bonds; and [(xiii) reimbursement to the Underwriter for the Underwriter's Advance]. Notwithstanding anything to the contrary, in the event the transaction contemplated hereby does not close, the Borrower shall pay all fees and expenses incurred in connection with the transaction.

13.3 In the event that the Issuer, the Borrower or the Underwriter shall have paid obligations of the other as set forth in this Section, appropriate adjustments will promptly be made.

13.4 In addition to the provisions set forth in Section 14 hereto, the Borrower shall indemnify the Issuer and the Underwriter with respect to the foregoing costs and expenses in the event that the purchase provided for herein is not consummated.

Section 14. Indemnification.

14.1 The Borrower will indemnify and hold harmless the Issuer and the Underwriter, and each of their officers, directors, employees, agents, officials, members, commissioners, board members and each person who "controls" (as such term is used in Section 15 of the 1933 Act and Section 20 of the 1934 Act) the Issuer and the Underwriter (each referred to individually as an "*Indemnified Party*" and collectively as the "*Indemnified Parties*") against any losses, claims, expenses (including, without limitation, to the extent permitted by law, reasonable attorneys' fees and expenses actually incurred), damages or liabilities, 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*"), joint or several, to which the Indemnified Parties may be threatened or become subject, caused by or directly or indirectly arising from or in any way relating to (i) the Bonds, the Project, the loan of the proceeds of the Bonds, this Purchase Contract or any document related to the Bonds, the Project or the loan of the proceeds of the Bonds or any transaction or agreement, written or oral, pertaining to the foregoing, (ii) any untrue statement or alleged untrue statement of any material fact contained in the Preliminary Official Statement or the Official Statement, or any supplement or amendment thereto, or (iii) any omission or alleged omission to state in

the Preliminary Official Statement or the Official Statement a material fact necessary to be stated therein in order to make the statements contained therein, in light of the circumstances under which they were made, not misleading. This indemnification provision shall not be construed as a limitation on any other liability which the Borrower may otherwise have to any indemnified person, provided that in no event shall the Borrower be obligated for double indemnification, in that the Borrower shall not be required to indemnify an Indemnified Party more than once with respect to a specific indemnification obligation arising as the result of a specific event. Notwithstanding the foregoing, the Borrower shall not be required to indemnify the Indemnified Parties for the gross negligence or willful misconduct of the Indemnified Parties.

14.2 The indemnity agreements in paragraph 14.1 of this Section 14 shall be in addition to any liability which the Borrower may otherwise have hereunder or under the other Borrower Documents, and shall extend on the same terms and conditions to each member, principal, official, officer, commissioner, board member, attorney or employee of the Borrower and to each person, if any, who “controls” (as such term is used in Section 15 of the 1933 Act and Section 20 of the 1934 Act) the Borrower.

14.3 Promptly after receipt by an Indemnified Party under paragraph 14.1 of this Section of notice of the commencement of any action against such Indemnified Party in respect of which indemnity or reimbursement may be sought against the Borrower under any such paragraph, such Indemnified Party will notify the Borrower in writing of the commencement thereof; provided that any delay or failure to give such notification shall be of no effect except to the extent that the Borrower is prejudiced thereby.

14.4 In case any action, claim or proceeding, as to which the Borrower is to provide indemnification hereunder, shall be brought against the Indemnified Party and the Indemnified Party notifies the Borrower of the commencement thereof, the Borrower may, or if so requested by the Indemnified Party shall, participate therein or assume the defense thereof, with counsel reasonably satisfactory to the Indemnified Party; provided that, except as provided below, the Borrower shall not be liable for the expenses of more than one separate counsel representing the Indemnified Parties in the action, claim or proceeding.

14.5 If the Borrower shall not have employed counsel to have charge of the defense of the action, claim or proceeding, or if any Indemnified Party shall have concluded reasonably that there may be a defense available to it or to any other Indemnified Party which is different from or in addition to those available to the Borrower or to any other Indemnified Party (hereinafter referred to as a “separate defense”), (i) the Borrower shall not have the right to direct the defense of the action, claim or proceeding on behalf of the Indemnified Party, and (ii) reasonable legal and other expenses incurred by the Indemnified Party (including without limitation, to the extent permitted by law, reasonable attorney’s fees and expenses actually incurred) shall be borne by the Borrower; provided, that the Borrower shall not be liable for the expenses of more than one additional separate counsel for each Indemnified Party with respect to such separate defenses. For the purpose of this paragraph, an Indemnified Party shall be deemed to have concluded reasonably that a separate defense is available to it or any other Indemnified Party if (a) such Indemnified Party shall have requested an unqualified written opinion from Independent Counsel to the effect that a separate defense exists, and such Independent Counsel shall have delivered such opinion to the Indemnified Party within ten (10) days after such request or (b) the Borrower agrees that a separate defense is so available. For purposes of this paragraph, Independent Counsel shall mean any attorney, or firm or association of attorneys, duly admitted to practice law before the supreme court of any state and not a full-time employee of any Indemnified Party. Nothing contained in this paragraph 14.5 will preclude any Indemnified Party, at its own expense, from retaining additional counsel to represent such party in any action with respect to which indemnity may be sought from the Borrower hereunder.

14.6 The Borrower agrees to reimburse any Indemnified Party for any reasonable expense (including reasonable fees and expenses of counsel) incurred as a result of producing documents, presenting

testimony or evidence, or preparing to present testimony or evidence (based upon time expended by an Indemnified Party at its then current time charges), in connection with any court or administrative proceeding (including any investigation which may be preliminary thereto) arising out of or relating to any public distribution of the Bonds. The Borrower will not be required to reimburse any Indemnified Party if such court or administrative hearing arises out of the gross negligence of, willful misconduct or breach of, this Purchase Contract by an Indemnified Party.

14.7 In order to provide for just and equitable contribution in circumstances in which the indemnity provided for in paragraph 14.1 or 14.2 of this Section 14 is for any reason held to be unavailable, the Borrower and the Indemnified Party shall contribute proportionately to the aggregate Liabilities to which the Borrower and the Indemnified Party may be subject, so that the Indemnified Party is responsible for that portion represented by the percentage that the fees paid by the Borrower to the Indemnified Party in connection with the issuance and administration of the Bonds bears to the aggregate offering price of the Bonds, with the Borrower responsible for the balance; provided, however, that in no case shall the Indemnified Party be responsible for any amount in excess of the fees paid by the Borrower to the Indemnified Party in connection with the issuance and administration of the Bonds; and provided, further, that the foregoing limitation on an Indemnified Party's liability or responsibility shall not be applicable if the indemnity provided for in paragraph 14.1 or 14.2 is unavailable or inapplicable due to the gross negligence or willful misconduct of any Indemnified Party. No person guilty of fraudulent misrepresentation (within Section 10(b) of the 1933 Act) shall be entitled to contribution from any person who was not guilty of such misrepresentation.

14.8 The Indemnified Parties, other than the Underwriter and the Issuer, shall be considered to be third-party beneficiaries of this Purchase Contract for purposes of this Section 14. The provisions of this Section 14 will be in addition to all liability which the Borrower may otherwise have and shall survive any termination and cancellation of this Purchase Contract, the offering and sale of the Bonds and the payment or provisions for payment of the Bonds.

14.9 Notwithstanding anything to the contrary in this Purchase Contract, the Issuer may employ its own counsel (whether one or more separate counsel) in any manner it deems appropriate and the Borrower shall indemnify the Issuer for fees and expenses of such counsel.

Section 15. Limitation of Liability.

Notwithstanding any provision herein to the contrary, any member, officer, director, partner, agent, commissioner, board members or employee of the Issuer, the Underwriter or the Borrower, including any person executing this Purchase Contract, shall not bear any liability as a result of any failure of the Issuer, the Underwriter or the Borrower to perform the obligations of each, respectively, set forth in this Purchase Contract.

Section 16. Miscellaneous.

16.1 All notices, demands and formal actions hereunder will be in writing and mailed, telecopied or delivered to the following address or such other address as either of the parties shall specify:

If to the Underwriter:	Colliers Securities LLC 90 South Seventh Street, Suite 4300 Minneapolis, MN 55402-4108 Attention: Frank J. Hogan
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If to the Issuer:	Housing Financing Authority of St. Johns County
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200 San Sebastian View, Suite 2300
St. Augustine, FL 32084
Attention: []

If to the Borrower: Ponte Vedra Beach Leased Housing Associates I, LLLP
c/o Dominion Development & Acquisition, LLC
375 Northridge Road, Suite 500
Atlanta, GA 30350
Attention: Terry Sween and Mark Moorhouse

16.2 This Purchase Contract will inure to the benefit of and be binding upon the parties hereto and their successors and assigns and, except as provided in Section 14 hereof will not confer any rights upon any other person. The terms “successor” and “assigns” will not include any purchaser of any of the Bonds from the Underwriter merely because of such purchase.

16.3 This Purchase Contract may not be assigned by any of the parties hereto prior to the Closing.

16.4 If any provision of this Purchase Contract is held or deemed to be or is, in fact, inoperative, invalid or unenforceable as applied in any particular case in any jurisdiction or jurisdictions, or in all jurisdictions because it conflicts with any provision of any constitution, statute, rule of public policy, or any other reason, such circumstances will not have the effect of rendering the provision in question inoperative or unenforceable in any other case or circumstance or of rendering any other provision or provisions of this Purchase Contract invalid, inoperative or unenforceable to any extent whatever.

16.5 This Purchase Contract will be construed in accordance with and governed by the internal laws of the State, without regard to conflict of law principles of the State.

16.6 This Purchase Contract may be executed in several counterparts (including counterparts exchanged by email in PDF format), each of which will be regarded as an original and all of which will constitute one and the same document.

Section 17. Survival of Certain Representations and Obligations.

The respective agreements, covenants, representations, warranties and other statements of the Issuer and the Borrower and each of their respective officers set forth in or made pursuant to this Purchase Contract shall survive delivery of and payment for the Bonds and shall remain in full force and effect, regardless of any investigation, or statements as to the results thereof, made by or on behalf of the Underwriter.

If the foregoing is in accordance with your understanding, please sign and return to us two counterparts hereof and, upon the acceptance hereof by the Issuer and the Borrower, this Purchase Contract and such acceptance shall constitute the binding agreement among us as to the matters set forth above.

Very truly yours,

COLLIERS SECURITIES LLC

By:

Frank J. Hogan
Senior Vice President

[Signatures continue on following page]

[Issuer's signature page to Purchase Contract]

[SEAL]

**HOUSING FINANCE AUTHORITY OF ST. JOHNS
COUNTY, FLORIDA**

BY: _____
Michael O'Donnell

ATTEST:

By: _____
Name

Approved as to legal sufficiency:

By: _____
Counsel

[Signatures continue on following page]

[Borrower's signature page to Purchase Contract]

**PONTE VEDRA BEACH LEASED HOUSING
ASSOCIATES I, LLLP,**
a Minnesota limited liability limited partnership

By: Ponte Vendra Beach Leased Housing Associates
I, LLC,
a Minnesota limited liability company,
as sole General Partner

By: _____
Terrence Sween
Vice President

EXHIBIT A

TERM OF BONDS

**Multifamily Housing Revenue Bonds
(Oaks at St. John), Series 2022**

<u>Dated Date</u>	<u>Mandatory Tender Date</u>	<u>Maturity Date</u>	<u>Principal Amount</u>	<u>Interest Rate</u>	<u>Price</u>
December __, 2022	December 1, 2024	December 1, 2025	\$21,500,000	___%	100%

EXHIBIT B

PROPOSED FORM OF SUPPLEMENTAL OPINION OF BOND COUNSEL

December __, 2022

Colliers Securities LLC
Minneapolis, Minnesota

\$21,500,000
Housing Finance Authority of St. Johns County, Florida
Multifamily Housing Revenue Bonds
(Oaks at St. John), Series 2022

Ladies and Gentlemen:

This opinion is being rendered to you pursuant to the Bond Purchase Agreement (the “Bond Purchase Agreement”), dated December __, 2022, among the Housing Finance Authority of St. Johns County, Florida (the “Issuer”), the Underwriter named therein (the “Underwriter”) and Ponte Vedra Beach Leased Housing Associates I, LLLP (the “Borrower”), relating to the sale by the Issuer of the above-captioned bonds (the “Bonds”) which are being issued pursuant to a Trust Indenture (the “Indenture”), dated as of December 1, 2022, by and between the Issuer and U.S. Bank Trust Company, National Association, as trustee.

We have acted as Bond Counsel in connection with the issuance and sale of the Bonds, and in that capacity we have participated in various conferences with representatives of and counsel for the Underwriter, representatives of and counsel for the Borrower, and representatives of and counsel for the Issuer relating to the preparation of the Official Statement, dated December __, 2022 (the “Official Statement”). In addition, we have participated in the preparation of the Indenture. We have also examined the documents and other items referred to in our opinion of even date herewith relating to the Bonds.

Based on and subject to the foregoing, and in reliance thereon, we are of the opinion that:

1. The Bonds are not subject to the registration requirements of the Securities Act of 1933, as amended, and the Indenture is exempt from qualification under the Trust Indenture Act of 1939, as amended.
2. The statements contained in the Official Statement (except as to any statistical and financial data included in the Official Statement and except for the information relating to The Depository Trust Company, its Participants and its book-entry only system, as to which we do not express an opinion) under the captions “THE BONDS,” “TAX MATTERS,” “APPENDIX B – SUMMARY OF CERTAIN PROVISIONS OF THE INDENTURE,” “APPENDIX C – SUMMARY OF CERTAIN PROVISIONS OF THE LOAN AGREEMENT” and “APPENDIX D – SUMMARY OF CERTAIN PROVISIONS OF THE LAND USE RESTRICTION AGREEMENT,” insofar as such statements contained under such captions purport to summarize certain provisions of the Bonds, the Indenture, the Loan Agreement, the Tax Regulatory Agreement, and certain aspects of our firm’s opinion relating to the federal and the State of Florida tax implications of certain aspects of the Bonds present an accurate summary of such matters.

3. The Bond Purchase Agreement has been duly authorized, executed and delivered by the Issuer and, assuming due execution and delivery by the other parties thereto, constitutes a valid, legal and binding special obligation of the Issuer enforceable in accordance with its terms, except as the enforceability thereof may be limited by applicable bankruptcy, insolvency or similar laws affecting the enforcement of creditors' rights or contractual obligations generally and no opinion is being rendered as to the availability of any particular remedy thereunder.

This letter is furnished by us solely for your benefit and may not be relied upon by any other persons. This letter is not to be used, circulated, quoted, or otherwise referred to or relied upon for any other purpose or by any other person. This letter is not intended to be relied upon by the holders of the Bonds.

Very truly yours,

EXHIBIT C

FORM OF OPINION OF COUNSEL TO THE BORROWER

December __, 2022

Colliers Securities LLC
Minneapolis, Minnesota

St. John's County Housing Finance Authority
St. Augustine, Florida

\$21,500,000
Housing Finance Authority of St. Johns County, Florida
Multifamily Housing Revenue Bonds
(Oaks at St. John), Series 2022

Ladies and Gentlemen:

We have acted as counsel to Ponte Vedra Beach Leased Housing Associates I, LLLP (the "Borrower"), in connection with the issuance of the above-captioned bonds (the "Bonds") by the Housing Finance Authority of St. Johns County, Florida (the "Issuer").

Capitalized terms used but not defined herein have the meanings assigned to them in the Indenture or the Bond Purchase Agreement.

In our capacity as such counsel, in rendering the opinions set forth below, we have examined, among other things, originals or copies, certified or otherwise identified to our satisfaction, of the following documents: (i) the Preliminary Official Statement, dated December __, 2022, of the Issuer relating to the Bonds (the "Preliminary Official Statement"); (ii) the Official Statement, dated December __, 2022, of the Issuer relating to the Bonds (the "Official Statement"); (iii) the Land Use Restriction Agreement, between the Issuer, U.S. Bank Trust Company, National Association, as trustee (the "Trustee") and the Borrower, dated as of December 1, 2022; (iv) the Loan Agreement, dated as of December 1, 2022, between the Issuer and the Borrower; (v) the Bond Purchase Agreement, dated December __, 2022, among the Issuer, the Underwriter named therein and the Borrower (the "Bond Purchase Agreement"); (vi) the Continuing Disclosure Agreement, dated as of December 1, 2022, between the Borrower and the Dissemination Agent named therein; (vii) the Remarketing Agreement, dated as of December 1, 2022, between the Borrower and the Remarketing Agent named therein; (viii) the promissory note, dated the Closing Date, executed by the Borrower; (ix) the Tax Certificates of the Borrower, dated the Closing Date, executed by the Borrower; (x) the Disbursement Agreement, dated as of December 1, 2022, among the Borrower, the Trustee and Grandbridge Real Estate Capital LLC and (xi) such other documents, certificates and instruments as we have deemed necessary for the purposes of reaching the opinion expressed herein. We have also relied as to matters of fact upon a certificate of the Borrower and examined certain other certificates and documents.

In such examination, we have assumed the genuineness of all signatures (other than those relating to the Borrower), the authenticity of all documents submitted to us as originals, and the conformity to the original document of all documents submitted to us as photostatic or certified copies. We have assumed due authorization, execution and delivery of all documents referenced herein by the parties thereto other than the Borrower and that each of such parties has full power, authority and legal right to execute and deliver each such instrument.

Based upon and subject to the foregoing, we are of the opinion that, as of the date hereof:

(i) The Borrower is (a) a limited liability limited partnership validly existing under the laws of the State of Florida (the "State"), (b) is in good standing and duly qualified to transact business in the State, and (c) has with full power and authority to execute and deliver the documents listed above numbered (ii) through (ix) (the "Financing Documents") and the Official Statement and to perform its obligations under each respective agreement.

(ii) The Financing Documents have each been duly authorized, executed and delivered by the Borrower and constitute legal, valid and binding obligations of the Borrower, enforceable against the Borrower in accordance with their respective terms, except as the enforcement thereof may be limited by (a) applicable bankruptcy, insolvency, moratorium, reorganization and similar laws (including fraudulent conveyance laws) affecting the enforcement of creditors' rights and remedies generally in effect from time to time, and (b) general principles of equity (regardless of whether such enforceability is considered in a proceeding in equity or at law).

(iii) The execution and delivery of the Financing Documents and the performance by the Borrower of the terms of the respective agreements do not conflict with or violate any other document, instrument, decree, indenture or agreement by which the Borrower is bound.

(iv) No approval, authorization or other action by, or filing with, the State or any agency thereof, is required in connection with the execution and delivery by the Borrower of the Bond Purchase Agreement.

(v) There is no action, suit, proceeding, inquiry or investigation at law or in equity or before any court or public body pending or, to the best of our knowledge, threatened, to challenge the right, power or authority of the Borrower to acquire, own and operate the Project or to perform its obligations under the Bond Purchase Agreement or the other Financing Documents.

(vi) The information in the Preliminary Official Statement and the Official Statement does not contain an untrue statement of fact or omit to state a material fact necessary in order to make the statements therein, in the light of the circumstances under which they were made, not misleading as of the date hereof.

We express no opinion as to any matter whatsoever, relating to the accuracy or completeness of any financial accounting or projection information furnished to any party, the accuracy or completeness of any representation made by our clients, the financial status of our clients, the ability of our clients to meet their obligations under any of the above-referenced agreements or any other related document.

Very truly yours,

EXHIBIT D

FORM OF BORROWER'S RULE 15c2-12 CERTIFICATE

\$21,500,000

**Housing Finance Authority of St. Johns County, Florida
Multifamily Housing Revenue Bonds
(Oaks at St. John), Series 2022**

The undersigned hereby certifies and represents to Colliers Securities LLC (the "Underwriter") that the undersigned is authorized to execute and deliver this certificate on behalf of Ponte Vedra Beach Leased Housing Associates I, LLLP, a Minnesota limited liability 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 securities (the "Bonds").

(b) In connection with the issuance and sale of the Bonds, there has been prepared a Preliminary Official Statement, dated December __, 2022, relating to the Bonds (the "Preliminary Official Statement") setting forth information concerning the Bonds and the Borrower.

(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 and the identity of the Underwriter(s), 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 section of the Preliminary Official Statement entitled "CONTINUING DISCLOSURE" describes the agreement the Borrower expects to make for the benefit of the Bondholders in the Continuing Disclosure Agreement dated as of December 1, 2022, executed by the Borrower and U.S. Bank Trust Company, National Association, as dissemination agent, by which the Borrower will undertake to provide continuing disclosure in accordance with the Rule.

Dated: December __, 2022

[Remainder of page intentionally left blank]

[Signature page to Rule 15c2-12 Certificate]

IN WITNESS WHEREOF, I have hereunto set my hand as of the date set forth above.

**PONTE VEDRA BEACH LEASED HOUSING
ASSOCIATES I, LLLP,**
a Minnesota limited liability limited partnership

By: Ponte Vedra Beach Leased Housing Associates
I, LLC,
a Minnesota limited liability company,
as sole General Partner

By: _____
Terrence Sween
Vice President

EXHIBIT E

FORM OF ISSUE PRICE CERTIFICATE

\$21,500,000

**Housing Finance Authority of St. Johns County, Florida
Multifamily Housing Revenue Bonds
(Oaks at St. John), Series 2022**

The undersigned, on behalf of Colliers Securities LLC (the “Underwriter”), 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 Exhibit A attached to the Bond Purchase Agreement dated December __, 2022 among the Underwriter, Ponte Vedra Beach Leased Housing Associates I, LLLP, a Minnesota limited liability limited partnership (the “Borrower”), and the Housing Finance Authority of St. Johns County, Florida (the “Issuer”).

2. Defined Terms.

(a) “*Issuer*” means the Housing Finance Authority of St. Johns County, Florida, a public body corporate and politic duly 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 generally means any two or more persons who have greater than 50 percent common ownership, directly or indirectly.

(d) “*Underwriter*” means (i) Colliers Securities LLC, (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 retail 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 the Underwriter’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 Tax Agreement and with respect to compliance with the federal income tax rules affecting the Bonds, and by Foley & Lardner LLP, Jacksonville, 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: December __, 2022

[Underwriter's signature page to Issue Price Certificate]

Dated as of the date hereof.

COLLIERS SECURITIES LLC

By: _____
Frank J. Hogan
Senior Vice President

EXHIBIT F

FORM OF DISCLOSURE STATEMENT

December __, 2022

St. John's County Housing Finance Authority
St. Augustine, Florida

Ponte Vedra Beach Leased Housing Associates I, LLLP
c/o Dominion Development & Acquisition, LLC
Atlanta, Georgia

\$21,500,000

**HOUSING FINANCE AUTHORITY OF ST. JOHNS COUNTY, FLORIDA
MULTIFAMILY HOUSING REVENUE BONDS
(OAKS AT ST. JOHN), Series 2022**

Ladies and Gentlemen:

Pursuant to Chapter 218.385, Florida Statutes, and in reference to the issuance of Bonds as set forth above, Colliers Securities LLC (the "Underwriter") makes the following disclosures to Housing Finance Authority of St. Johns County, Florida (the "Issuer") and by Ponte Vedra Beach Leased Housing Associates I, LLLP, a Minnesota limited liability limited partnership (the "Borrower"), the general partner of which is Ponte Vedra Beach Leased Housing Associates I, LLC, a Minnesota limited liability company. All capitalized terms not otherwise defined herein shall have the respective meanings specified in the Bond Purchase Agreement dated the date hereof by and among the Underwriter, the Issuer and the Borrower (the "Bond Purchase Agreement"). The Underwriter is acting as underwriter in connection with the offering or sale of the Bonds. The fees to be paid to the Underwriter in the Bond Purchase Agreement are equal to ___% of the total face amount of the Bonds.

(a) The expenses estimated to be incurred by the Underwriter in connection with the issuance of the Bonds are itemized on Schedule A hereto.

(b) Names, addresses and estimated amounts of compensation of any person who is not regularly employed by, or not a partner or officer of, the Underwriter and who enters into an understanding with either the Issuer or the Underwriter, or both, for any paid or promised compensation or valuable consideration directly, expressly or impliedly, to act solely as an intermediary between the Issuer and the Underwriter for the purpose of influencing any transaction in the purchase of the Bonds:

[None]

(c) The amount of underwriting spread expected to be realized is \$____ per \$1,000 of the Bonds and consists of the following components including the property management fee indicated:

	<u>Per \$1,000</u>
Management Fee	\$ ____
Average Takedown	____
Expenses	____
Total	\$ ____

(d) No fee, bonus or other compensation is estimated to be paid by the Underwriter in connection with the issuance of the Bonds, to any persons not regularly employed or retained by the Underwriter (including any "finder" as defined in Section 218.386(1)(a), Florida Statutes, as amended), except as specifically enumerated as expenses to be incurred and paid by the Underwriter, as set forth in Schedule A attached hereto.

(e) The name and address of the Underwriter connected with the Bonds is:

Colliers Securities LLC
 90 South Seventh Street, Suite 4300
 Minneapolis, MN 55402-4108
 Attention: Frank J. Hogan

(f) *Truth in Bonding Statement.* The Bonds are being issued for the purpose of financing or refinancing, including through reimbursement, ((i) the acquisition, rehabilitation and/or equipping of a multifamily rental housing development within St. Johns County, known as The Oaks at St. John, located at 210 Nettles Lane, Ponte Vedra Beach, Florida 32081, consisting of approximately 160 units, including related facilities, fixtures, furnishings and equipment; (ii) fund a debt service reserve fund for the Bonds; (iii) necessary capitalized interest on the Bonds, and (iv) a portion of the costs of issuance of the Bonds. This debt or obligation is expected to be repaid over a period of __ years. Total interest paid over the life of the debt or obligation, assuming an interest rate (total interest cost) of _____% per annum, will be approximately \$____.

The source of repayment and security for this proposal to issue the Bonds is exclusively limited to certain revenues derived from the Borrower pursuant to the Loan Agreement. Because (a) such revenues may not be used by the Issuer for any purpose other than the purposes set forth in the Indenture, (b) the Issuer has no taxing power and the taxing power of the Issuer and the State of Florida is not pledged or involved in the Bonds, (c) the Bonds and the interest thereon do not constitute a debt of the Issuer within the meaning of any constitutional or statutory provision, and (d) the faith and credit of the Issuer are not pledged to the payment of the principal of or the interest on the Bonds, authorizing this debt or obligation will not result in any moneys not being available to the Issuer to finance other transactions each year for the 21 year term of the Bonds. We understand that the Issuer does not require any further disclosure from the Underwriter pursuant to Section 218.385, Florida Statutes.

This statement is for informational purposes only and shall not affect or control the actual terms and conditions of the Bonds.

COLLIERS SECURITIES LLC

By: _____
Frank J. Hogan
Senior Vice President

SCHEDULE A

<u>Expense</u>	<u>Amount (\$)</u>
Out-of-Pocket/Marketing Expenses	_____
Ipreo Bookrunning System	_____
Ipreo Wire Fees	_____
Ipreo Order Monitor/Dealer EOE (Lead-managed Only)	_____
DTC Setup	_____
CUSIP Numbers	_____
Day Loan	_____
Total Expenses	\$ _____