
SUBORDINATE INDENTURE OF TRUST

between

**MANOR HOUSING PUBLIC FACILITY CORPORATION,
as Issuer**

and

**BOKF, NA,
as Trustee**

Dated as of October 1, 2024

Relating to:

**\$4,000,000
Manor Housing Public Facility Corporation
Subordinate Multifamily Housing Revenue Bonds
(Tower Road Apartments)
Series 2024**

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SUBORDINATE INDENTURE OF TRUST

THIS SUBORDINATE INDENTURE OF TRUST, dated as of October 1, 2024 (the “Indenture”), is by and between the MANOR HOUSING PUBLIC FACILITY CORPORATION, a public facility corporation, organized under Chapter 303 of the Texas Local Government Code (the “Act”) (together with its successors and assigns, the “Issuer”), and BOKF, NA, a national banking association, organized and operating under the laws of the United States of America, as Trustee (together with any successor in such capacity, the “Trustee”).

WITNESSETH

WHEREAS, pursuant to the Act, the Issuer is authorized to issue bonds, notes or other evidences of indebtedness from time to time for the purposes set forth in the Act, including the making of secured or unsecured loans to finance or refinance the acquisition, construction, improvement, equipping or operating of a “project” (as defined in the Act); and

WHEREAS, Manor Leased Housing Associates I, Limited Partnership, a Texas limited partnership (the “Borrower”) has requested that the Issuer issue its Subordinate Multifamily Housing Revenue Bonds (Tower Road Apartments) Series 2024 in the original aggregate principal amount of \$4,000,000 (the “Subordinate Bonds”) to provide for the financing of a multifamily rental housing development located at or near 12100 Tower Road, Manor Texas 78653 to be known as “Tower Road Apartments” (the “Project”).

WHEREAS, the Issuer has agreed to issue the Subordinate Bonds and loan the proceeds thereof to the “Borrower” pursuant to a Subordinate Loan Agreement, dated as of October 1, 2024 (the “Loan Agreement”), between the Issuer and the Borrower, and the Borrower will apply the proceeds of such loan to finance and/or refinance, as applicable, all or a portion of the costs of: (a) the acquisition, construction, development, improvement, equipping and/or operating of the Project; (b) paying capitalized interest on the Subordinate Bonds (as defined below), if any; and (c) paying fees, expenses and costs incurred in connection with the authorization, issuance and sale of such Obligations; and

WHEREAS, concurrently with the issuance of the Subordinate Bonds, the Issuer will execute and deliver its senior Multifamily Housing Revenue Note (Tower Road Apartments), Series 2024, in the maximum principal amount of \$60,815,000 (the “Senior Note” and collectively with the Subordinate Bonds, the “Obligations”) under the Funding Loan Agreement, dated as of October 1, 2024 (the “Funding Loan Agreement”), among the Issuer, BOKF, NA, a national banking association, as Fiscal Agent (the “Fiscal Agent”) and JLL Real Estate Capital, LLC, a Delaware limited liability company, as Initial Funding Lender (the “Initial Funding Lender”);

WHEREAS, the Senior Note will be executed and delivered pursuant to the Funding Loan Agreement, the proceeds of which will be utilized to fund a loan to the Borrower pursuant to the Project Loan Agreement, dated as of October ___, 2024, among the Fiscal Agent, the Borrower and the Issuer (the “Project Loan Agreement”);

WHEREAS, as security for the payment of the Subordinate Bonds, the Issuer has agreed to assign and pledge to the Trustee, among other things, all right, title and interest of the Issuer in and to the Subordinate Loan Agreement (except the Issuer’s Unassigned Rights, as defined herein), including the Basic Payments (as defined herein); and

WHEREAS, as additional security for the Subordinate Bonds, the Borrower will execute and deliver to the Issuer a Subordinate Leasehold Deed of Trust, Assignment of Rents and Leases, Security Agreement and Fixture Filing (with Power of Sale), dated as of October ___, 2024 (the “Subordinate

Mortgage”), providing the Trustee with a subordinate leasehold mortgage lien on the property described therein; and

WHEREAS, as additional security for the Subordinate Bonds, the Borrower will cause the execution and delivery of a Guaranty Agreement, dated as of October ____, 2024 (the “Guaranty”), from Dominion Holdings II, LLC, a Minnesota limited liability company (the “Guarantor”), in favor of the Trustee, pursuant to which the Guarantor will guaranty, subject to release and termination, the payment of principal of and interest on the Subordinate Bonds; and

WHEREAS, as additional security for the Subordinate Bonds, the Borrower will pledge the Surplus Cash to the repayment of the Subordinate Bonds; and

WHEREAS, in connection with the issuance of the Obligations, the Issuer, the Borrower, and the Trustee will enter into a Regulatory Agreement and Declaration of Restrictive Covenants, dated October 1, 2024, pursuant to which the Borrower will agree to comply with certain federal and state requirements applicable to the Project; and

WHEREAS, all things necessary to make the Subordinate Bonds, when authenticated by the Trustee and issued as in this Subordinate Indenture provided, valid, binding and legal limited obligations of the Issuer according to the import thereof, and to constitute this Subordinate Indenture a valid contract for the security of the Subordinate Bonds, have been done and performed; and the creation, execution and delivery of this Subordinate Indenture, and the creation, execution and issuance of said Subordinate Bonds, subject to the terms hereof, have in all respects been duly authorized; and

NOW THEREFORE, KNOW ALL PERSONS BY THESE PRESENTS, THIS SUBORDINATE INDENTURE WITNESSETH:

The Issuer, in consideration of the premises and the acceptance by the Trustee of the trusts hereby created and of the purchase and acceptance of the Subordinate Bonds by the Holders (hereinafter defined) thereof, in order to secure the payment of the principal of and interest and premium, if any, on the Subordinate 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 Subordinate Bonds, does hereby grant a security interest in, assign, transfer in trust, and pledge to the Trustee, and to its successors in trust, and to them and their assigns forever, the following (excluding in all cases the Issuer’s Unassigned Rights):

FIRST

All rights, title, interest and privileges of the Issuer in, to and under the Subordinate Loan Agreement, including but not limited to all sums which the Issuer is entitled to receive from the Borrower pursuant to the Subordinate Loan Agreement and in particular the Basic Payments (but excluding the Issuer’s Unassigned Rights), and all other sums (including proceeds of the Subordinate Bonds) which are required to be deposited in the trust accounts in accordance with Article 5 hereof, including from Available Revenue and including any amounts paid under the Guaranty, except for the Rebate Fund which is not a part of the Trust Estate; and the earnings derived from the investment of any of the foregoing sums as provided herein;

SECOND

Any and all other property of every name and nature which may from time to time hereafter by delivery or by writing of any kind be subjected to the lien hereof by the Issuer, or by anyone on its behalf or with its written consent, including, but not limited to, the interests of the Issuer, if any, under the

Collateral Documents, and the Trustee is hereby authorized to receive any and all such property at any and all times and to hold and apply the same as additional security hereunder subject to the terms hereof; and

THIRD

All property mortgaged, pledged, and assigned under the Subordinate Mortgage and any and all other property of every name and nature which may from time to time hereafter by delivery or by writing of any kind be subjected to the lien hereof by the Issuer or by anyone on its behalf or with its written consent, and the Trustee is hereby authorized to hold and apply the same as additional security hereunder subject to the terms hereof.

TO HAVE AND TO HOLD all the same (herein called the "Trust Estate") with all privileges and appurtenances hereby granted and assigned, or agreed or intended so to be, to the Trustee and its successors in trust and to them and their assigns forever;

SUBJECT TO the rights of the Borrower under the Subordinate Loan Agreement and the Subordinate Mortgage;

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 Subordinate Bonds issued under and secured by this Subordinate Indenture, without privilege, priority or distinction as to lien or otherwise of any of the Subordinate Bonds over any of the others except as otherwise provided herein;

PROVIDED, HOWEVER, that if the Issuer, its successors or assigns, shall well and truly pay, or cause to be paid, or provide fully for payment as herein provided of the principal of the Subordinate Bonds and the interest due or to become due thereon (together with premium, if any), at the time and in the manner set forth in the Subordinate Bonds according to the true intent and meaning thereof, and shall make the payments into the Bond Fund as required under Article 5 hereof or shall provide, as permitted hereby, for the payment thereof by depositing with the Trustee sums sufficient for payment of the entire amount due or to become due thereon as herein provided, and shall well and truly keep, perform and observe all the covenants and conditions pursuant to the terms of this Subordinate Indenture to be kept, performed and observed by it, and shall pay to the Trustee all sums of money due or to become due to it in accordance with the terms and provisions hereof, then this Subordinate Indenture and the rights hereby granted shall cease, terminate and be void except as otherwise provided herein; otherwise, this Subordinate Indenture shall be and remain in full force and effect.

UNDER THE PROVISIONS OF THE ACT, the Subordinate Bonds may not be payable from or be a charge upon any funds of the Issuer other than the Available Revenue (hereinafter defined) pledged to the payment thereof, nor shall the Issuer be subject to any pecuniary liability thereon, and no Holder or Holders of the Subordinate Bonds shall ever have the right to enforce payment thereof against any property of the Issuer or the State, except as above provided; the Subordinate Bonds shall not constitute a charge, lien or encumbrance, legal or equitable, upon any property of the Issuer or the State, except as above provided; and no Subordinate Bond shall constitute a debt of the Issuer within the meaning of any constitutional or statutory limitation, but nothing in the Act impairs the rights of the Holders of Subordinate Bonds issued under this Subordinate Indenture to enforce the covenants made for the security thereof as provided in this Subordinate Indenture and in the Act, and by authority of the Act the Issuer and the Trustee mutually covenant and agree, to the extent specifically provided herein, for the equal and proportionate benefit of all Holders of the Subordinate Bonds, as follows:

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ARTICLE 1

DEFINITIONS, EXHIBITS AND GENERAL PROVISIONS

Section 1.1. Definitions. In this Subordinate Indenture the following terms have the following meanings unless the context hereof clearly requires otherwise:

Accrual Interest Rate: 7.00% per annum.

Accrual Interest Rate Account: the account by such name created in the Bond Fund.

Accrual Interest Rate Amount: the amount of the interest on the Subordinate Bonds calculated at the Accrual Interest Rate.

Accrual Interest Rate Payment Date: each May 1 commencing after the Deferred Developer Fee is paid in full and there is Surplus Cash available to make such payment after the required payment of the Current Interest Rate Amount.

Act: Chapter 303, Texas Local Government Code., as amended.

Act of Bankruptcy: any of the following events:

(i) If the Borrower shall (a) apply for or consent to the appointment of, or the taking of possession by, a receiver, custodian, trustee, liquidator or the like, or of all or a substantial part of their property, (b) commence a voluntary case under the Federal Bankruptcy Code (as now or hereafter in effect), or (c) file a petition seeking to take advantage of any other law relating to bankruptcy, insolvency, reorganization, winding-up or composition or adjustment of debts; or

(ii) A proceeding or case shall be commenced, without the application or consent of the Borrower, in any court of competent jurisdiction, and shall not be dismissed, vacated, or stayed within ninety (90) days after commencement, seeking (a) the liquidation, reorganization, dissolution, winding-up, or the composition or adjustment of its debts, (b) the appointment of a trustee, receiver, custodian, liquidator or the like of the Borrower, or of all or any substantial part of its assets, or (c) similar relief in respect of the Borrower under any law relating to bankruptcy, insolvency, reorganization, winding-up or composition or adjustment of debts.

Additional Charges: the payments required by Section 4.3 of the Subordinate Loan Agreement.

Affiliated Party: as to a particular Person, any Person directly and indirectly controlling or controlled by or under direct or indirect common control with such specified Person. "Control," when used with respect to a particular Person, means the possession, directly or indirectly, of the power to direct management and policies of such Person whether through the ownership of voting stock, by contract or otherwise, and the terms "controlling" and "controlled" have meanings correlative to the foregoing.

Approved Transferee: (A) an Qualified Institutional Buyer, (B) an Institutional Accredited Investor, (C) a transferee composed solely of Qualified Institutional Buyers or Institutional Accredited Investors, or (D) a deposit or sale of the Bonds in or to a trust or custodial entity or arrangement, or any repurchase transaction or other secured lending transaction in which title, rights, or interest in the Bonds are granted to a buyer or transferee, with respect to which, in each sale, each of the beneficial owners of which are Qualified Institutional Buyers or "accredited investors" as defined in Section 501(a) of Regulation D promulgated under the Securities Act of 1933, as amended.

Authorized Denominations: \$100,000 or any integral multiple of \$5,000 in excess thereof.

Available Revenue: (i) Surplus Cash, (ii) Sale or Refinancing Transaction Proceeds, (iii) amounts in the funds and accounts held under this Subordinate Indenture (except the Rebate Fund) including any earnings thereon, (iv) proceeds of the Subordinate Mortgage, and (v) any other amounts contributed by the Borrower.

Basic Payments: the payments required by Section 4.2 of the Subordinate Loan Agreement.

Beneficial Owner: the Person for which a DTC Participant holds an interest in the Subordinate Bonds as shown on the books and records of the DTC Participant.

Bond Counsel: (a) Bickerstaff Heath Delgado Acosta LLP, or (b) another firm of national reputation experienced in the field of municipal bonds whose opinions are generally accepted by purchasers of municipal bonds, and is listed as municipal bond attorneys in the Bond Buyer's Municipal Marketplace and is acceptable to the Issuer.

Bond Fund: the fund so designated in Section 5.5 hereof, including the Current Interest Rate Account and the Accrual Interest Rate Account, from which the principal of and interest on the Subordinate Bonds are payable.

Bondholder or Holder: a Person in whose name a Subordinate Bond is registered in the Bond Register.

Bond Register: the register maintained by the Trustee pursuant to Section 2.9 hereof

Bond Registrar: has the meaning provided in Section 2.9 hereof.

Bond Year: any twelve (12) month period ending on the anniversary of the Date of Issuance.

Borrower: Manor Leased Housing Associates I, Limited Partnership, a Texas limited partnership, its successors and assigns or other Person which may assume its obligations under the Subordinate Loan Agreement.

Borrower Documents: collectively, the Subordinate Loan Agreement, the LPA, the Regulatory Agreement, the Subordinate Mortgage, the Continuing Disclosure Agreement, the Tax Certificate and each of the other agreements, certificates, contracts, or instruments to be executed by the Borrower in connection with the issuance of the Subordinate Bonds or the financing of a portion of the expenses associated with the Project.

Borrower Representative: any authorized general partner or class B limited partner of the Borrower and such additional Person or Persons, if any, duly designated by the Borrower in the LPA or another writing presented to the Trustee as an incumbency certificate to act on its behalf.

Business Day: any day on which the Trustee or the Federal Reserve Bank of New York is not authorized by law to close.

Cede & Co.: initially, Cede & Co., as nominee of DTC and any successor or subsequent such nominee designated by DTC respecting DTC's functions as book-entry depository for any Subordinate Bond or Bonds.

Closing Memorandum: the memorandum delineating the application of the proceeds of the Subordinate Loan and other moneys received by the Trustee on the Date of Issuance.

Code: the Internal Revenue Code of 1986, as amended, and all applicable Treasury Regulations.

Collateral Documents: collectively, the Guaranty, the Subordination Agreement, and any other written instrument other than the Subordinate Loan Agreement, the Subordinate Mortgage, and this Subordinate Indenture, whereby any property or interest in property of any kind is granted, pledged, conveyed, assigned, or transferred to the Issuer or Trustee, or both, as security for payment of the Subordinate Bonds or performance by the Borrower of its obligations under the Subordinate Loan Agreement.

Colliers: Colliers Securities LLC, a Delaware limited liability company.

Completion Date: the date the Borrower certifies the construction of the Project is complete pursuant to Section 3.7 of the Subordinate Loan Agreement.

Condemnation: the word “Condemnation” or phrase “eminent domain” as used herein shall include the taking or requisition by governmental authority or by a Person, acting under governmental authority and a conveyance made under threat of Condemnation, and “Condemnation award” shall mean payment for property condemned or conveyed under threat of Condemnation;

Construction Loan Agreement: the Construction Loan Agreement dated as of the date hereof by and between the Borrower and the Initial Funding Lender, as the same may be amended, modified or supplemented from time to time.

Continuing Disclosure Agreement: the Continuing Disclosure Agreement, dated as of October 1, 2024, between the Borrower and the Dissemination Agent, as may be amended from time to time.

Conversion: has the meaning assigned in the Construction Loan Agreement.

Costs of Issuance Fund: the fund so designated in Section 5.9 hereof from which the Issuance Expenses are payable.

County: Travis County, Texas

Current Interest Rate: 7.00% per annum.

Current Interest Rate Account: the account by such name created in the Bond Fund.

Current Interest Rate Amount: the amount of the interest on the Subordinate Bonds calculated at the Current Interest Rate.

Date of Issuance: October 29, 2024, which is the date on which there is delivery by the Issuer of and payment for the Subordinate Bonds.

Date of Taxability: the date as of which interest on the Subordinate Bonds is deemed taxable under a Determination of Taxability.

Default Rate: either the Current Interest Rate or the Accrual Interest Rate, as applicable, plus four percent (4.00%).

Defaulted Interest: interest (either the Current Interest Rate Amount or the Accrual Interest Rate Amount) on any Subordinate Bond which is then payable but which is not punctually paid or duly provided. The term Defaulted Interest does not include the Accrual Interest Rate Amount to the extent that such Accrual Interest Rate Amount is not then currently payable under the terms of the Subordinate Bonds and this Subordinate Indenture.

Deferred Developer Fee: all fees payable to the Developer by the Borrower pursuant to the LPA and the Development Services Agreement related to the Project between the Developer and the Borrower that were not paid at the time of issuance of the Subordinate Bonds.

Determination of Taxability: a determination that interest income on any Subordinate Bond is included in gross income for federal income tax purposes under Section 103 of the Code for any reason, other than that the Holder is a Substantial User of the Project or a Related Person thereto, which determination shall be deemed to have been made upon the occurrence of the first to occur of the following:

(i) the date on which any change in law or regulation becomes effective or on which the Internal Revenue Service has issued any private ruling, technical advice or any other written communication to the effect that the interest income on any of the Subordinate Bonds is included in gross income for federal income tax purposes; or

(ii) the date on which the Borrower shall receive notice from the Trustee or the Issuer in writing that the Internal Revenue Service has issued a thirty (30) day letter or other notice which asserts that the interest on such Subordinate Bond is included in gross income for federal income tax purposes.

Developer: Manor Leased Housing Development I, LLC, a Minnesota limited liability company, its successors and assigns.

Discharge Date: the date on which all Outstanding Subordinate Bonds are discharged under Article 7 hereof.

Dissemination Agent: BOKF, NA, a national banking association, its successors and assigns.

DTC: The Depository Trust Company, New York, New York, a limited purpose trust company organized under the laws of the State of New York, or any successor book-entry securities depository for the Subordinate Bonds appointed pursuant to Section 2.13 hereof.

DTC Participants: those broker-dealers, banks and other financial institutions from time to time for which DTC holds bonds or securities as depository.

Event of Default: any of the events set forth in Section 8.1 hereof or Section 9.1 of the Subordinate Loan Agreement.

Extraordinary Trustee Fees and Expenses: means the expenses and disbursements payable to the Trustee under this Subordinate Indenture for services rendered and all reasonable expenses properly incurred by the Trustee or the Issuer under this Subordinate Indenture, the Subordinate Loan Agreement or any other document related to the financing, other than services normally rendered, and those expenses normally incurred, by a trustee under instruments similar to this Subordinate Indenture, including extraordinary fees, costs and expenses incurred by the Trustee and the Trustee's counsel which are to be paid by the Borrower pursuant to the Subordinate Loan Agreement.

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

Final Maturity Date: the Maturity Date, Discharge Date, or Redemption Date on which all Outstanding Subordinate Bonds either mature, are redeemed or discharged, whichever is earliest.

Fiscal Agent: BOKF, NA, a national banking association, acting as fiscal agent with respect to the Senior Note under the provisions of the Funding Loan Agreement.

Fiscal Year: the fiscal year of the Borrower as defined in the LPA.

Funding Loan Agreement: the Funding Loan Agreement, dated as of October ___, 2024, among the Initial Funding Lender, the Governmental Lender, and the Fiscal Agent, as it may be amended from time to time.

Funding Loan: the senior loan in the maximum aggregate principal amount of \$60,815,000 made to the Issuer pursuant to the Funding Loan Agreement by the Initial Funding Lender.

Government Obligations: SLGS and any other direct general obligations of, or obligations the prompt payment of the principal of and the interest on which are fully and unconditionally guaranteed by, the United States of America.

Guarantor: Dominion Holdings II, LLC, a Minnesota limited liability company, its successors and assigns allowable under the terms of the Guaranty and the Subordinate Loan Agreement.

Guaranty: the Guaranty Agreement, dated as of October ___, 2024 from the Guarantor in favor of the Trustee, as it may be amended from time to time.

Holder or Bondholder: the Person who is the beneficial owner of such Subordinate Bond regardless of the name a Subordinate Bond is registered in the Bond Register.

Indemnified Parties: collectively, the Issuer Indemnified Parties and the Trustee Indemnified Parties.

Independent: when used with reference to an attorney, engineer, architect, certified public accountant, consultant or other professional person, means a person who (a) is in fact independent; (b) does not have any material financial interest in the Borrower or the transaction to which his or her certificate or opinion relates (other than payment to be received for professional services rendered); (c) is not connected with the Issuer or the Borrower as an officer, director or employee; and (d) has not been determined to be a Substantial User of the Project for purposes of the Code.

Independent Accountant: a certified public accountant or firm of certified public accountants registered and qualified to practice as such under the laws of the State, who does not have any direct financial interest in the Borrower, other than the payment to be received under contract for services performed and who is not connected with the Borrower as an officer, employee, underwriter, partner, affiliate, subsidiary, or person performing similar functions and is not a trustee or director of the Borrower.

Independent Counsel: any attorney duly admitted to practice law before the highest court of any state, who may not be counsel for the Borrower or the Guarantor or be an officer or a full-time employee of the Borrower or the Guarantor.

Independent Engineer: an Independent engineer or engineering firm or an Independent architect or architectural firm qualified to practice the profession of engineering or architecture under the laws of the State.

Institutional Accredited Investor: an “accredited investor” as defined in Section 501(a)(1), (2), (3), (7), or (8) of Regulation D promulgated under the Securities Act of 1933, as amended.

Interest Rate: collectively, the Current Interest Rate and the Accrual Interest Rate.

Initial Funding Lender: JLL Real Estate Capital, LLC, a Delaware limited liability company, as initial funding lender under the Funding Loan Agreement with respect to the Senior Note, their successors and assigns.

Initial Purchaser: [], a[], as initial purchaser of the Subordinate Bonds, their successors and assigns.

Interest Payment Date: (i) with respect to the Current Interest Rate, the 1st day of each month, commencing [December]1, 2024 and continuing until payment in full of the Subordinate Bonds, and (ii) with respect to the Accrual Interest Rate, each Accrual Interest Rate Payment Date and continuing until payment in full of the Subordinate Bonds.

Interest Rate Amount: collectively, the Current Interest Rate Amount and the Accrual Interest Rate Amount.

Issuance Expenses: any and all costs and expenses relating to the issuance, sale and delivery of the Subordinate Bonds incurred or payable by the Borrower, including but not limited to underwriter’s discount, all fees and expenses of legal counsel, the Trustee, financial consultants, feasibility consultants and accountants, the Issuer Fee, the preparation and printing of the Subordinate Loan Agreement, this Subordinate Indenture, the Subordinate Mortgage, any limited offering memorandum, the Subordinate Bonds and all other related closing documents, the costs of rating the Subordinate Bonds, and all other expenses relating to the issuance, sale and delivery of the Subordinate Bonds and any other costs which are treated as “issuance costs” within the meaning of Section 147(g) of the Code.

Issuer: the Manor Housing Public Facility Corporation, a nonprofit corporation designated as a political subdivision of the State in accordance with the provisions of the Constitution and laws of the State and under the Act, and its successors and assigns.

Issuer Documents: collectively, this Subordinate Indenture, the Subordinate Loan Agreement, the Placement Agent Agreement, the Regulatory Agreement, and the Tax Certificate.

Issuer Fee: the one-time upfront administrative fee to be paid to the Issuer on or before the Date of Issuance.

Issuer Fees and Expenses: collectively, (i) the Issuer Fee and (ii) any other fees, charges, costs, advances, indemnities and expenses (including attorneys’ fees and expenses), whether out-of-pocket or internal, that may be incurred at any time by the Issuer hereunder or under or in connection with the Issuer Documents or the Subordinate Loan Documents or the Subordinate Bonds, or in connection with questions or other matters arising under such documents or in connection with any federal or state tax audit, or otherwise in connection with the Subordinate Bonds or the Project, plus any Issuer Late Fees incurred with respect to any of the foregoing.

Issuer Indemnified Party or Issuer Indemnified Parties: the Issuer, its past, present, and future directors, members, officers, program managers, counsel, advisors, employees, agents, contractors, consultants and executive director, its past, present, and future directors, members, officers, program managers, counsel, advisors, employees, agents, contractors, consultants and executive director, individually and collectively, and the State.

Issuer Late Fees: ten percent (10%) of any amount due to the Issuer that is received by the Issuer more than fifteen (15) calendar days after the due date.

Issuer Representative: the President of the Issuer, the Executive Director of the Issuer, any other then-authorized signatory of the Issuer, or such additional Person or Persons, if any, duly designated by the Issuer in writing to act on its behalf.

Issuer's Unassigned Rights: collectively, the rights of the Issuer set forth in the Subordinate Indenture and the Subordinate Loan Agreement to (a) inspect books and records, (b) give or receive notices, approvals, consents, requests, and other communications, (c) receive payment or reimbursement for expenses, (d) receive payment of its Issuer Fee and Issuer Fees and Expenses (including Issuer Late Fees, if any), including but not limited to certain direct payments to be made to the Issuer pursuant to Sections 3.2, 4.4, 7.4, 9.5, 10.8, 10.12, 10.13, and 10.14 of the Subordinate Loan Agreement, (e) the benefit of all provisions providing the Issuer immunity from, and limitation of, liability, (f) indemnification from liability by the Borrower and Guarantor, and (g) security for the Borrower's and Guarantor's indemnification obligation.

Liabilities: any and all causes of action (whether in contract, tort or otherwise), claims, actions, damages (including, but not limited to, consequential and punitive damages), demands, judgments, liabilities, losses, suits, costs and expenses (including, without limitation, costs of investigation, attorneys' fees and expenses, litigation and court costs, amounts paid in settlement and amounts paid to discharge judgments) of every kind, character and nature whatsoever.

Limited Offering Memorandum: the Limited Offering Memorandum, dated October 22, 2024, prepared with respect to the Subordinate Bonds, and any amendments or supplements thereto.

LPA or Limited Partnership Agreement: that certain Amended and Restated Agreement of Limited Partnership of the Borrower, dated as of the Date of Issuance, as the same may be amended or supplemented from time to time.

Mandatory Redemption Payments: the payments which are required to be made under Section 3.1(2) hereof to redeem the Subordinate Bonds in accordance with the Mandatory Redemption Schedule after appropriate credits, if any, have been made.

Mandatory Redemption Schedule: the mandatory redemption schedule for the Subordinate Bonds set forth in Section 3.1(2) hereof.

Maturity or Maturity Date: any date on which principal of or interest or premium, if any, on the Subordinate Bonds is due, whether at maturity, on a scheduled Principal Payment Date, or upon redemption, defeasance, acceleration, or otherwise.

Moody's: Moody's Investors Service, Inc., a corporation organized and existing under the laws of the State of New York, its successors and assigns, and, if such corporation shall be dissolved or liquidated or shall no longer perform the functions of a municipal securities rating agency, "Moody's" shall be deemed

to refer to any other nationally recognized municipal securities rating agency designated by the Borrower (other than S&P).

Mortgaged Property: has the meaning assigned in the Subordinate Mortgage.

MSRB: the Municipal Securities Rulemaking Board or any successor thereto.

Net Bond Proceeds: proceeds of the Obligations, including interest earnings thereon.

Net Proceeds: when used with respect to proceeds of insurance or a condemnation award, money received or receivable by the Borrower as owner or the Trustee as secured party of the Project, less the cost of recovery (including attorneys' fees) of such money from the insuring company or the condemning authority.

Notice by Mail: notice of any action or condition by mail shall mean a written notice meeting the requirements of this Subordinate Indenture mailed by first-class mail, postage prepaid, to the Holders of specified Bonds at the addresses shown in the Bond Register.

Obligations: collectively, the Subordinate Bonds and the Senior Note.

Ordinary Trustee Fees and Expenses: amounts due to the Trustee for those services normally rendered, and those expenses normally incurred, by a trustee under instruments similar to this Subordinate Indenture incurred in connection with its duties under this Subordinate Indenture, [and for its duties as Dissemination Agent,] including, but not limited to (i) the annual administrative fee of the Trustee payable annually in advance on the Date of Issuance and on each [October 1] thereafter while the Bonds are outstanding in an annual amount equal to \$[____], and (ii) the acceptance fee of the Trustee of \$[____] payable on the Date of Issuance. In addition, all amounts due to the Trustee for Extraordinary Services and all Extraordinary Expenses of the Trustee will be paid directly by the Borrower pursuant to the Subordinate Loan Agreement.

Outstanding: as of the date of determination, all Subordinate Bonds theretofore issued and delivered under this Subordinate Indenture except:

(i) Subordinate Bonds theretofore cancelled by the Trustee or Paying Agent or delivered to the Trustee or Paying Agent cancelled or for cancellation;

(ii) Subordinate Bonds for which payment or redemption money or securities (as provided in Article 7 hereof) shall have been theretofore deposited with the Trustee in trust for the Holders of such Subordinate Bonds, provided, however, that if such Subordinate Bonds are to be redeemed, notice of such redemption shall have been duly given pursuant to this Subordinate Indenture or irrevocable action shall have been taken to call such Subordinate Bonds for redemption at a stated Redemption Date; and

(iii) Subordinate Bonds in exchange for or in lieu of which other Subordinate Bonds shall have been issued and delivered pursuant to this Subordinate Indenture;

provided, however, that in determining whether the Holders of the requisite principal amount of Outstanding Subordinate Bonds have given any request, demand, authorization, direction, notice, consent or waiver hereunder, Bonds owned by the Borrower shall be disregarded and deemed not to be Outstanding Subordinate Bonds, except that in determining whether the Trustee shall be protected in relying upon any

such request, demand, authorization, direction, notice, consent, or waiver, only Subordinate Bonds which the Trustee actually knows to be owned by the Borrower shall be disregarded.

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

Payment Date: any Interest Payment Date, any Principal Payment Date, any Stated Maturity, the Discharge Date or any Redemption Date.

Permitted Encumbrances: has the meaning assigned to “Permitted Exceptions” in the Construction Loan Agreement.

Permitted Investments:

- (i) Government Obligations;
- (ii) obligations of any of the following federal agencies which obligations represent full faith and credit of the United States of America, including:
 - Export-Import Bank
 - Farmers Home Administration
 - General Services Administration
 - U.S. Maritime Administration
 - Small Business Administration
 - Government National Mortgage Association (GNMA)
 - U.S. Department of Housing & Urban Development (PHA’s)
 - Federal Housing Administration;
- (iii) bonds, notes or other evidences of indebtedness rated at the time of investment “AAA” by S&P and “Aaa” by Moody’s issued by the Federal National Mortgage Association or the Federal Home Loan Mortgage Corporation with remaining maturities not exceeding three years;
- (iv) U.S. dollar denominated deposit accounts, including certificates of deposit, federal funds and banker’s acceptances with domestic commercial banks which have a rating on their short term certificates of deposit on the date of purchase of “A-1” or “A-1+” by S&P and “P-1” by Moody’s and maturing no more than three hundred sixty (360) days after the date of purchase (ratings on holding companies are not considered as the rating of the bank);
- (v) commercial paper which is rated at the time of purchase in the single highest classification, “A-1+” by Standard & Poor’s and “P-1” by Moody’s and which matures not more than two hundred seventy (270) days after the date of purchase;
- (vi) investments in a money market fund rated at the time of investment “AAAm” or “AAAm-G” or better by S&P;

(vii) Pre-refunded municipal obligations defined as follows: Any bonds or other obligations of any state of the United States of America or of any agency, instrumentality or local governmental unit of any such state which are not callable at the option of the obligor prior to maturity or as to which irrevocable instructions have been given by the obligor to call on the date specified in the notice; and

(a) which are rated at the time of investment, based on an irrevocable escrow account or fund (the “escrow”), in the highest rating category of S&P and Moody’s; or

(b) (1) which are fully secured as to principal and interest and redemption premium, if any, by an escrow consisting only of cash or obligations described in clause (i) above, which escrow may be applied only to the payment of such principal of and interest and redemption premium, if any, on such Subordinate Bonds or other obligations on the maturity date or dates thereof or the specified redemption date or dates pursuant to such irrevocable instructions, as appropriate, and (2) which escrow is sufficient, as verified by a nationally recognized independent certified public accountant, to pay principal of and interest and redemption premium, if any, on the Subordinate Bonds or other obligations described in this paragraph on the maturity date or dates specified in the irrevocable instructions referred to above, as appropriate; and

(ix) fixed income securities issued by any state of the United States of America or any agency, instrumentality or political subdivision thereof which are rated at the time of investment not less than “A” by S&P or “A2” by Moody’s.

Person: any natural person, corporation, limited liability company, joint venture, cooperative, partnership, trust or unincorporated organization, government or governmental body or agency, political subdivision or other legal entity, as in the context may be appropriate.

Placement Agent Agreement: the Placement Agent Agreement, dated [], 2024, by and among the Issuer, the Borrower, Colliers, and the Initial Purchaser, pursuant to which Colliers will arrange for the direct placement of the Subordinate Bonds with the Initial Purchaser, as amended from time to time.

Principal and Interest Requirements: for any Fiscal Year, the sum of the principal and interest requirement on Outstanding Subordinate Bonds.

Principal Payment Date: May 1 each year, commencing May 1, 2055.

Project: collectively, the land and residential rental apartment units, and related fixtures, equipment, furnishings and site improvements to be known as “Tower Road Apartments” to be located at or near 12100 Tower Road, Manor, Texas in Travis County, Texas, including the real estate described in the Subordinate Mortgage.

Project Costs: the cost items enumerated in Section 3.2 of the Subordinate Loan Agreement.

Project Fund: the fund so designated in Section 5.4 hereof from which the Project Costs are payable.

Project Loan: together, (i) the Senior Loan plus (ii) any Supplemental Loan.

Project Loan Agreement: the Project Loan Agreement, dated as of October __, 2024, among the Governmental Lender, the Fiscal Agent, and the Borrower, as it may be amended from time to time.

Project Premises: the real estate generally located at 12100 Tower Road, Manor Texas 78653, and legally described in Exhibit A attached to the Subordinate Mortgage, together with all additions to, replacements of and substitutions for the foregoing, but excluding any real estate released from the lien of the Subordinate Mortgage pursuant to the terms of the Subordinate Mortgage.

Qualified Institutional Buyer: a “qualified institutional buyer” as defined under Rule 144A of the Securities Act of 1933, as amended.

Rating Agency: S&P or Moody’s.

Rating Category: one of the generic rating categories of a Rating Agency, without regard to any refinement or gradation of such Rating Category by a numerical or other modifier.

Rebatable Arbitrage: has the meaning provided in Section 5.7 hereof.

Rebate Amounts: the amount determined pursuant to Section 7.7(12) of the Subordinate Loan Agreement to be rebated to the United States.

Rebate Analyst: a certified public accountant, financial analyst or bond counsel, or any firm of the foregoing, or financial institution (which may include the Trustee) experienced in making the arbitrage and rebate calculations required pursuant to Section 148 of the Code, selected and retained by the Borrower at the expense of the Borrower, with the prior written consent of the Issuer, to make the rebate computations required under this Subordinate Indenture and the Subordinate Loan Agreement. The initial Rebate Analyst shall be Hilltop Securities Inc.

Rebate Fund: the fund so designated in Section 5.7 hereof.

Record Date: the fifteenth (15th) day of the calendar month next preceding an Interest Payment Date, whether or not such day is a Business Day.

Redemption Date: when used with respect to any Subordinate Bond to be redeemed, the date on which it is to be redeemed pursuant hereto.

Redemption Price: when used with respect to any Subordinate Bond to be redeemed, the price at which it is to be redeemed pursuant hereto.

Regular Interest Payments: all interest payments on the Subordinate Bonds, other than Special Interest Payments.

Regulatory Agreement: the Regulatory Agreement and Declaration of Restrictive Covenants, dated as of October __, 2024, among the Issuer, the Borrower, the Fiscal Agent, and the Trustee, as the same may be amended from time to time.

Related Person: with reference to any Substantial User, means a “related person” within the meaning of Section 147(a)(2) of the Code.

Representation Letter: such Letter of Representations to DTC or other documentation required by DTC as a condition to its acting as book-entry depository for any bond or bonds together with any replacement thereof or amendment or supplement thereto (and including any standard procedures or policies referenced therein or applicable thereto) respecting the procedures and other matters relating to DTC’s role as book-entry depository for the Subordinate Bonds.

Responsible Officer: when used with respect to the Trustee, any officer within the corporate trust department of the Trustee, including any vice president, assistant vice president, assistant secretary, assistant treasurer, trust officer or any other officer of the Trustee who customarily performs 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 because of such person's knowledge of and familiarity with the particular subject and who shall have direct responsibility for the administration of this Subordinate Indenture.

Sale or Refinancing Transaction Proceeds: amounts payable on the Subordinate Bonds from the sale of the Project or the refinancing of the Senior Note/.

Securities Act: Securities Act of 1933, as amended.

Senior Loan: the senior loan of the proceeds of the Senior Note by the Issuer to the Borrower pursuant to the Project Loan Agreement.

Senior Loan Documents: all instruments and documents evidencing or securing the Senior Note, including but not limited to the Funding Loan Agreement, the Project Loan Agreement, the Security Instrument, and any and all other related documents, including any amendments and supplements thereto.

Senior Mortgage: a Construction Deed of Trust, Assignment of Rents, Security Agreement and Fixture Filing, dated as of October ___, 2024, by the Borrower, granting a first priority leasehold mortgage and security interest in the Project to the Fiscal Agent to secure the repayment of the Senior Loan and related obligations, as the same may be amended, supplemented or restated.

Senior Note: the Multifamily Housing Revenue Note (Tower Road Apartments), Series 2024, issued by the Issuer pursuant to the Funding Loan Agreement in the maximum principal amount of 60,815,000 along with any promissory note delivered by the Borrower in connection with a Supplemental Loan, provided that the aggregate maximum amount secured under both notes at Conversion, collectively, is not more than \$ 60,815,000.

Single Purpose Entity: a Person, other than an individual, which is formed or organized solely for the purpose of directly holding an ownership interest in the Project, does not engage in any business unrelated to the Project, does not have any assets other than those related to its interest in such Project, has its own separate books and records and has its own accounts, in each case which are separate and apart from the books and records and accounts of any other Person, and holds itself out as being a Person, separate and apart from any other Person. In addition to the foregoing, with respect to the Borrower, a Single Purpose Entity shall also be as follows:

(i) a Person which is and at all times since its formation has been (a) a duly formed and existing Person which is either not treated as a taxpayer under the tax laws of any governmental authority or (i) treated as a taxpayer under any tax law of any governmental authority and (ii) has tax liability which is adequately provided for, and, (b) duly qualified as a foreign Person in each jurisdiction in which such qualification was or may be necessary for the conduct of its business;

(ii) a Person which is in compliance with, and at all times since its formation has complied with, the provisions of its organizational documents and the laws of its jurisdiction of formation;

(iii) a Person which has at all times since its formation observed all customary formalities regarding its existence;

(iv) a Person which (a) has at all times since its formation accurately maintained its financial statements, accounting records and other books and records separate from those of any Person, (b) has not at any time since its formation commingled its assets with those of any Person and (c) has at all times since its formation accurately maintained its own bank accounts, payroll and separate books of account;

(v) a Person which has at all times since its formation paid its own liabilities from its own separate assets or, if paid by another, provided for reimbursement thereof;

(vi) a Person which (a) has at all times since its formation identified itself in all dealings with the public, under its own name or under any “doing business as” name (provided such “doing business as” name is used exclusively by such Person) and as a separate and distinct entity and (b) has not at any time since its formation identified itself as being a division or a part of any other entity and (c) has not at any time since its formation identified any other Person as being a division or part of such Person;

(vii) a Person which has been at all times since its formation adequately capitalized in light of the nature of its business;

(viii) a Person which, except with respect to obligations and liabilities set forth in the Subordinate Loan Agreement, the Subordinate Mortgage, and the Collateral Documents, has not at any time since its formation incurred, assumed or guaranteed any indebtedness (contingent or otherwise) or the liabilities of any Person or has not at any time since its formation acquired obligations or securities of any Person or has not at any time since its formation made loans or advances to any Person; and

(ix) a Person which has not at any time since its formation entered into and was not a party to any transaction with any affiliate, except in the ordinary course of business of such Person on terms which are no less favorable to such Person than would be obtained in a comparable arm’s-length transaction with an unrelated third party.

SLGS: United States Treasury Certificates of Indebtedness, Notes and Bonds – State and Local Government Series.

S&P: S&P Global Ratings, its successors and their assigns, and if such entity shall be dissolved or liquidated or shall no longer perform the functions of a municipal securities rating agency, “S&P” shall be deemed to refer to any other nationally recognized municipal securities rating agency designated by the Borrower (other than Moody’s).

Special Interest Payments: all payments of (or with respect to) interest on the Subordinate Bonds made upon the acceleration of the Subordinate Bonds pursuant to Section 8.2 hereof.

Special Record Date: the date fixed by the Trustee pursuant to Section 2.2 hereof relating to the payment of any Defaulted Interest.

State: the State of Texas.

Stated Maturity: when used with respect to any Subordinate Bond or any installment of interest thereon, the date specified in such Subordinate Bond as the fixed date on which principal of such Subordinate Bond or such installment of interest is due and payable.

Subordinate Bonds: the Issuer's Subordinate Multifamily Housing Revenue Bonds (Tower Road Apartments), Series 2024, issued by the Issuer in the original aggregate principal amount of \$4,000,000 pursuant to this Subordinate Indenture.

Subordinate Indenture: this Subordinate Indenture of Trust, dated as of October 1, 2024, between the Issuer and the Trustee, as the same may from time to time be amended or supplemented as herein provided.

Subordinate Loan: the subordinate loan of the proceeds of the Subordinate Bonds by the Issuer to the Borrower pursuant to Section 4.1 of the Subordinate Loan Agreement.

Subordinate Loan Agreement: the Subordinate Loan Agreement, dated as of October 1, 2024 between the Issuer and the Borrower, as the same may from time to time be amended.

Subordinate Loan Documents: collectively, the Subordinate Loan Agreement, the Subordinate Mortgage, and the Collateral Documents.

Subordinate Mortgage: the Subordinate Leasehold Deed of Trust, Assignment of Rents and Leases, Security Agreement and Fixture Filing (with Power of Sale), dated as of October ____, 2024, by the Borrower in favor of the Trustee.

Subordination Agreement: the Subordination Agreement, dated the Date of Issuance, between the Fiscal Agent and the Trustee and consented to by the Borrower, as it may be amended from time to time.

Substantial User: a "substantial user" within the meaning of Section 147(a)(1) of the Code.

Surplus Cash: seventy-five percent (75%) of, with respect to any period, the cash available for distribution in accordance with Section [8.1] of the LPA to pay the Current Interest Rate Amount, Accrual Interest Rate Amount and principal on the Subordinate Bonds

Tax Certificate: the Tax Compliance Certificate executed by the Borrower and the Issuer on the Date of Issuance.

Term of Loan Agreement: the period of time commencing on the date of execution of the Subordinate Loan Agreement and terminating on the date set forth in Section 10.10 of the Subordinate Loan Agreement or such earlier date as provided by Section 7.8 or 8.4 of the Subordinate Loan Agreement.

Title: Commercial Partners Title, a Division of Chicago Title Insurance Company, its successors and assigns.

Treasury Regulations: the regulations promulgated under the Code.

Trust Estate: the Trust Estate as defined and set forth in the Granting Clauses hereof.

Trustee: BOKF, NA, a national banking association, and any co-trustee or successor trustee appointed, qualified and then acting as such under the provisions of this Subordinate Indenture.

Trustee Indemnified Party or Trustee Indemnified Parties: the Trustee, Fiscal Agent, Dissemination Agent, Authenticating Agent, Paying Agent and Registrar and their past, present, and future directors, officers, employees and agents.

Unpaid Bonds: all Outstanding Subordinate Bonds and any other Subordinate Bonds which have neither matured nor been redeemed or purchased and cancelled under this Subordinate Indenture.

Working Capital Expense: any cost that is not properly chargeable to the Project's capital account within the meaning of the Code.

Section 1.2. Rules of Interpretation. This Subordinate Indenture shall be interpreted in accordance with and governed by the laws of the State.

The words "herein," "hereof," and "hereunder" and words of similar import, without reference to any particular section or subdivision, refer to this Subordinate Indenture as a whole rather than to any particular section or subdivision of this Subordinate Indenture.

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

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

The Table of Contents and titles of articles and sections herein are for convenience only and are not a part of this Subordinate Indenture.

Unless the context hereof clearly requires otherwise, the singular shall include the plural and vice versa and the masculine shall include the feminine and vice versa.

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

For purposes of this Subordinate Indenture and the Subordinate Loan Agreement, an Act of Bankruptcy shall be deemed no longer pending if the petition is dismissed by order of a court of competent jurisdiction and no further appeal rights exist from such order.

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

References to the Subordinate Bonds as "tax exempt" or to the "tax-exempt status of the Subordinate Bonds" are to the exclusion of interest from gross income pursuant to Section 103(a) of the Code, irrespective of such forms of taxation as the alternative minimum tax or branch profits tax on foreign corporations, as is consistent with the approach taken in Section 59(i) of the Code.

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ARTICLE 2

THE SUBORDINATE BONDS

Section 2.1. Special Obligations and Sources of Payment; Authorized Amount and Form of Bonds.

The Subordinate Bonds are special, limited obligations of the Issuer, the principal of, premium, if any, and interest on which are payable solely from the Trust Estate, but if such amounts are not sufficient, the Borrower shall make such payments solely from Available Revenue.

(1) Subordinate Bonds secured by this Subordinate Indenture shall be issued in fully registered form, without coupons, in any Authorized Denominations, in substantially the form set forth in EXHIBIT A attached hereto with such appropriate variations, omissions and insertions as are permitted or required by this Subordinate Indenture, and in accordance with the further provisions of this Article 2. The total principal amount of the Subordinate Bonds that may be outstanding hereunder is expressly limited to \$4,000,000.

Section 2.2. Initial Issue. The Subordinate Bonds to be issued and secured under this Subordinate Indenture shall be designated the “Manor Housing Public Facility Corporation Subordinate Multifamily Housing Revenue Bonds (Tower Road Apartments), Series 2024” and shall:

- (1) be initially issued in the original aggregate principal amount of \$4,000,000;
- (2) be dated as of their date of original issuance, or the date of their registration as provided in Section 2.9 hereof;
- (3) be issued and delivered to or at the direction of Colliers as fully registered bonds without coupons in any Authorized Denomination and shall be numbered R-1 upward;
- (4) be subject to the provisions of Section 3.1 hereof, and shall mature, unless sooner paid, on May 1, 2064, on which date all unpaid principal of and interest on the Subordinate Bonds shall be due and payable;
- (5) bear interest at the Interest Rate payable as provided in Section 2.14 and continuing until payment in full of the Subordinate Bonds;
- (6) be subject to redemption upon the terms and conditions and at the prices specified in Article 3 hereof;
- (7) be payable in such coin or currency of the United States of America as at the time of payment is legal tender for payment of public and private debts, at the designated trust office of the Trustee acting as the Paying Agent, or a duly appointed successor Paying Agent, except that interest on the Subordinate Bonds will be payable by check or draft mailed by the Trustee to the Holders of such Subordinate Bonds on the applicable Record Date (the “Record Date Holders”) at the last addresses thereof as shown in the Bond Register on the applicable Record Date, and principal of and any premium on any Subordinate Bonds shall be payable at the principal office of the Trustee, provided that any Defaulted Interest shall be payable, on a date selected by the Trustee, to the Person in whose name such Subordinate Bond is registered in the Bond Register at the close of business on a Special Record Date selected by the Trustee and which shall be at least ten (10) days but not more than thirty (30) days before the date selected by the Trustee for payment of such Defaulted Interest; the Trustee shall give Notice by Mail of the Special

Record Date and date for payment of Defaulted Interest at least ten (10) days before the Special Record Date; and

(8) notwithstanding the foregoing, if the date for payment of the principal of, premium, if any, or interest on any Subordinate Bond shall be a day which is not a Business Day, then the date for such payment shall be the next succeeding day which is a Business Day, and payment on such later date shall have the same force and effect as if made on the nominal date of payment.

Notwithstanding the foregoing, any Record Holder of at least \$500,000 in principal amount of the Outstanding Subordinate Bonds may file with the Trustee an instrument satisfactory to the Trustee requesting the interest payable by the Trustee to such Holder be paid by transferring by wire transfer in immediately available funds, on the day such payment is due, the amount to be distributed to such Holder to a designated account maintained by such Holder at any bank in the United States. The Trustee shall pay all amounts payable by the Trustee hereunder to such Holder by transfer directly to said designated bank in accordance with the provisions of any such instrument, provided that if such amount represents a payment of the principal of any Subordinate Bond, such Subordinate Bond shall have been presented to the Trustee, except in connection with redemptions pursuant to 3.1(2) hereof. All payments so made shall be valid and effectual to satisfy and discharge the liability upon such Subordinate Bonds.

Section 2.3. Execution. The Subordinate Bonds shall be executed on behalf of the Issuer with the manual or facsimile signature of an Issuer Representative. The signature of such Issuer Representative may be mechanically or photographically reproduced on the Subordinate Bonds. If any Issuer Representative whose signature appears on any Subordinate Bond ceases to be an Issuer Representative before delivery thereof, such signature shall remain valid and sufficient for all purposes as if such Issuer Representative had remained an Issuer Representative until such delivery.

Section 2.4. Authentication. No Subordinate Bond shall be valid or obligatory for any purpose or be entitled to any security or benefit under this Subordinate Indenture unless a certificate of authentication signed by the Trustee (the "Certificate of Authentication") on such Subordinate Bond, substantially in the form attached hereto as EXHIBIT A, shall have been duly executed manually by a Responsible Officer. Certificates of Authentication on different Subordinate Bonds need not be signed by the same person. The Trustee shall authenticate the signatures of officers of the Issuer on each Subordinate Bond by execution of the Certificate of Authentication on the Subordinate Bond, and the executed Certificate of Authentication on each Subordinate Bond shall be conclusive evidence that it has been authenticated and delivered under this Subordinate Indenture.

Section 2.5. Delivery of Initial Issue. Upon the execution and delivery of this Subordinate Indenture the Issuer shall execute and deliver to the Trustee, and the Trustee shall authenticate, the Subordinate Bonds in the original aggregate amount of \$4,000,000 and hold the Subordinate Bonds in its custody pursuant to the DTC FAST system, as hereinafter provided after filing with the Trustee the following:

(1) copies of the executed counterparts of the Subordinate Bonds, the LPA, the Subordinate Loan Agreement, the Subordinate Mortgage, the Regulatory Agreement, the Guaranty, the Subordination Agreement, the Continuing Disclosure Agreement, and this Subordinate Indenture;

(2) a copy of the resolution adopted and approved by the Board of Directors of the Issuer, authorizing the execution and delivery of the Issuer Documents;

(3) a copy of the request and authorization (which may be part of a certificate of the Issuer) to the Trustee by the Issuer to authenticate and hold the Subordinate Bonds in the custody of the Trustee pursuant to the DTC FAST system;

(4) a copy of the opinion of the Borrower's counsel in the form required by Bond Counsel and counsel to Colliers, which condition shall be deemed met upon delivery of the opinion of Bond Counsel required under subsection (5) below;

(5) a copy of the opinion of Bond Counsel approving the validity and tax-exempt status of the Subordinate Bonds issued pursuant to this Subordinate Indenture;

(6) [a copy of the investor letter in substantially the form attached to the Limited Offering Memorandum as Appendix F]; and

(7) any other documents or opinions as Bond Counsel may require for purposes of rendering its opinion required under subsection (5) above, which condition shall be deemed met upon delivery of such opinion of Bond Counsel.

Section 2.6. Mutilated, Lost, Stolen or Destroyed Subordinate Bonds.

(1) In case any Subordinate Bond issued hereunder shall become mutilated or be destroyed or lost, the Issuer shall, if not then prohibited by law, cause to be executed, and the Trustee shall authenticate and deliver, a new Subordinate Bond of like series, amount, maturity date and tenor in exchange and substitution for and upon cancellation of any such mutilated Subordinate Bond, or in lieu of and in substitution for any such Subordinate Bond destroyed or lost, upon the Holder's paying the reasonable expenses and charges of the Trustee and Issuer and, in the case of a Subordinate Bond destroyed or lost, the filing with the Trustee evidence satisfactory to the Trustee that such Subordinate Bond was destroyed or lost, and of the ownership thereof, and furnishing the Issuer and the Trustee with indemnity satisfactory to them. If the mutilated, destroyed or lost Subordinate Bond has already matured or been called for redemption in accordance with its terms, it shall not be necessary to issue a new Subordinate Bond prior to payment.

(2) In executing a new Subordinate Bond and in furnishing the Trustee with the written authorization to authenticate and deliver a new Subordinate Bond as provided for in this Section, the Issuer may rely conclusively on a representation of the Trustee that the Trustee is satisfied with the adequacy of the evidence presented concerning the mutilation, loss, theft or destruction of any Subordinate Bond.

Section 2.7. Ownership of Subordinate Bonds. The Issuer, Trustee and Paying Agent may deem and treat the Holder of any Subordinate Bond, whether or not such Subordinate Bond shall be overdue, as the absolute owner of such Subordinate Bond for the purpose of receiving payment thereof and for all other purposes whatsoever, and the Issuer (or any agent thereof), Trustee and Paying Agent shall not be affected by any notice to the contrary.

Section 2.8. Preparation of Subordinate Bonds. The Subordinate Bonds shall be printed or typewritten bonds substantially in the form attached hereto as EXHIBIT A.

Section 2.9. Registration, Transfer and Exchange of Subordinate Bonds.

(1) The Trustee shall, at the expense of the Borrower, cause to be kept at the designated corporate trust office of the Trustee a Bond Register in which, subject to such reasonable regulations as the Trustee may prescribe, and the Trustee is hereby appointed "Bond Registrar" for the purpose of registering

the Subordinate Bonds and transfers of the Subordinate Bonds as herein provided. The Bond Register shall contain a record of every Subordinate Bond at any time authenticated hereunder, together with the name and address of the Holder thereof, the date of authentication, the date of transfer or payment, and such other matters as are appropriate for the Bond Register in the estimation of the Trustee.

(2) The Subordinate Bonds may only be transferred, in whole or in part, (i) to an Approved Transferee.

(3) Upon surrender for transfer of any Subordinate Bond at the designated corporate trust office of the Trustee, the Issuer shall execute (if necessary, and at the sole cost and expense of the Borrower), and the Trustee shall authenticate and deliver, in the name of the designated transferee or transferees (but not registered in blank or to “bearer” or a similar designation), one or more new Subordinate Bonds of any Authorized Denomination, having the same Stated Maturity and interest rate, as requested by the transferor. The execution by the Issuer of any Subordinate Bond of any denomination shall constitute full and due authorization of such denomination and the Trustee shall thereby be authorized to authenticate and deliver such Subordinate Bond.

(4) At the option of the Holder, Subordinate Bonds may be exchanged for other Subordinate Bonds of the same series of any Authorized Denomination of a like aggregate principal amount and Stated Maturity, upon surrender of the Subordinate Bonds to be exchanged at the designated corporate trust office of the Trustee, and upon payment, if the Issuer shall so require, of the taxes, if any, hereinafter referred to. Whenever any Subordinate Bonds are so surrendered for exchange, the Issuer shall execute (at the sole cost and expense of the Borrower), and the Trustee shall authenticate and deliver, the Subordinate Bonds which the Holder making the exchange is entitled to receive.

(5) All Subordinate Bonds surrendered upon any exchange or transfer provided for in this Subordinate Indenture shall be promptly cancelled by the Trustee and thereafter disposed of in accordance with the Trustee’s policies and procedures.

(6) All Subordinate Bonds delivered in exchange for or upon transfer of Subordinate Bonds shall be valid special obligations of the Issuer evidencing the same debt, and entitled to the same benefits under this Subordinate Indenture, the Subordinate Loan Agreement, the Subordinate Mortgage, and any Collateral Document, as the Subordinate Bonds surrendered for such exchange or transfer.

(7) Transfer of a Subordinate Bond may be made on the Bond Registrar’s books by the registered owner in person or by the registered owner’s attorney duly authorized in writing. Every Subordinate Bond presented or surrendered for transfer or exchange shall be duly endorsed or be accompanied by a written instrument or instruments of transfer, in the form printed on the Subordinate Bond or in another form satisfactory to the Trustee, duly executed and with guaranty of signature of the Holder thereof or such Holder’s attorney duly authorized in writing and shall include written instructions as to the details of the transfer of the Subordinate Bond.

(8) No service charge shall be made to the Holder for any registration, transfer or exchange, but the Trustee may require payment of a sum sufficient to cover any tax, fee or other governmental charge that may be imposed in connection with any transfer or exchange of Subordinate Bonds, other than exchanges expressly provided in this Subordinate Indenture to be made without expense or without charge to Bondholders.

(9) Subject to the provisions of subsection (9) below, the Trustee as Bond Registrar shall endeavor to comply with rules applicable to transfer agents registered with the Securities and Exchange

Commission as to the seventy-two (72) hour “turnaround” standard established for the transfer of registered corporate securities.

(10) The Trustee shall not be required (i) to transfer or exchange any Subordinate Bond during a period beginning at the opening of business ten (10) days before the day of the first publication or the mailing (if there is no publication) of a notice of redemption of Subordinate Bonds under this Subordinate Indenture and ending at the close of business on the day of such publication or mailing, or (ii) to transfer or exchange any Subordinate Bond so selected for redemption in whole or in part.

(11) The Bond Registrar shall insert in each Subordinate Bond the date of registration which, for purposes of delivering the original Subordinate Bonds to or at the direction of Colliers, shall be the date of original issue, and which for all other events shall be the last Interest Payment Date preceding the date of authentication to which interest on the Subordinate Bond has been paid or made available for payment, unless the date of authentication is an interest payment date to which interest has been paid or made available for payment, in which case the Subordinate Bond shall be dated as of the date of authentication. Each Subordinate Bond shall be so dated that neither gain nor loss in interest shall result from any transfers, exchange or substitution provided for herein.

Section 2.10. Interest Rights Preserved. Each Subordinate Bond delivered upon transfer of or in exchange for or in lieu of any other Subordinate Bond shall carry all the rights to interest accrued and unpaid, and to accrue, which were carried by such other Subordinate Bond.

Section 2.11. Cancellation of Subordinate Bonds. Whenever any Outstanding Subordinate Bond shall be delivered to the Trustee for cancellation pursuant to this Subordinate Indenture, upon payment of the principal amount and interest represented thereby or for replacement pursuant to Section 2.6 hereof or transfer pursuant to Section 2.9 hereof, such Subordinate Bond shall be cancelled and, subject to the Trustee’s business practices, destroyed by the Trustee.

Section 2.12. Book-Entry System. On the date of issuance of the Subordinate Bonds, the Subordinate Bond will be registered in the Bond Register in the name of Cede & Co., as the nominee of DTC, who will thereafter act as securities depository for such Subordinate Bond or Subordinate Bonds and held in its custody or in the custody of the Trustee if the Subordinate Bonds are held pursuant to the DTC FAST system.

With respect to Subordinate Bonds registered in the Bond Register in the name of Cede & Co., as nominee of DTC, neither the Issuer, the Borrower nor the Trustee shall have any responsibility or obligation to any DTC Participant or to any Beneficial Owner. Without limiting the immediately preceding sentence, neither the Issuer, the Borrower, nor the Trustee shall have any responsibility or obligation with respect to (i) the accuracy of the records of DTC, Cede & Co., or any DTC Participant with respect to any ownership interest in the Subordinate Bonds, (ii) the delivery to any DTC Participant, any Beneficial Owner or any other Person, other than DTC, of any notice with respect to the Subordinate Bonds, including any notice of redemption, (iii) the payment to any DTC Participant, any Beneficial Owner or any other Person, other than DTC, of any amount with respect to the principal of or premium, if any, or interest on the Subordinate Bonds, or (iv) the failure of DTC to provide any information or notification on behalf of any DTC Participant or Beneficial Owner.

The Issuer, the Borrower and the Trustee may treat as and deem DTC to be the absolute owner of each Subordinate Bond for the purpose of payment of the principal of and premium and interest on such Subordinate Bond, for the purpose of giving notices of redemption and other matters with respect to such Subordinate Bond, for the purpose of registering transfers with respect to such Subordinate Bonds, and for all other purposes whatsoever (except for the giving of certain Bondholder consents). The Trustee shall

pay all principal of and premium, if any, and interest on the Subordinate Bonds to the Bondholders as shown on the Bond Register, 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 premium, if any, and interest on the Subordinate Bonds to the extent of the sum or sums so paid.

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 in Section 2.9 hereof, references to "Cede & Co." in this Section shall refer to such new nominee of DTC.

Notwithstanding the provisions of this Subordinate Indenture to the contrary (including without limitation surrender of Subordinate Bonds, registration thereof, and Authorized Denominations), as long as the Subordinate Bonds are in book-entry form, full effect shall be given to the Representation Letter and the procedures and practices of DTC thereunder.

Section 2.13. Termination of Book-Entry Only System. DTC may determine to discontinue providing its services with respect to any Subordinate Bonds registered in the name of Cede & Co. at any time by giving written notice to the Trustee and discharging its responsibilities with respect thereto under applicable law. Upon the termination of the services of DTC as provided above and notice to the Issuer, the Subordinate Bonds may be registered in whatever name or names the Bondholders shall designate at that time, in accordance with Section 2.9 hereof. To the extent that the Beneficial Owners are designated as the transferee by the Bondholders, in accordance with Section 2.9 hereof, the Subordinate Bonds will be delivered in appropriate form, content and Authorized Denomination to the Beneficial Owners.

So long as any Subordinate Bond is registered in the name of Cede & Co., as nominee of DTC, all payments with respect to the principal of and premium, if any, and interest on such Subordinate Bond and all notices with respect to such Subordinate Bond shall be made and given, respectively, to DTC as provided in the Representation Letter.

Section 2.14. Interest Rate Calculation and Determination.

(a) *Current Interest Rate.* The Current Interest Rate is payable monthly, commencing [December] 1, 2024, on each monthly Interest Payment Date for the Current Interest Rate. The Current Interest Rate shall be computed on the basis of a three hundred sixty (360) day year composed of twelve (12) thirty (30) day months.

(b) *Accrual Interest Rate.* The Accrual Interest Rate shall be computed on the basis of a three hundred sixty (360) day year composed of twelve (12) thirty (30) day months. The Accrual Interest Rate shall accrue on a simple basis and any unpaid Accrual Interest Rate Amount shall not compound.

On each Accrual Interest Rate Payment Date, the Trustee shall apply any payments to the Accrual Interest Rate Amount, first, up to the amount equal to any and all accrued but unpaid Accrual Interest Rate Amount due on the Subordinate Bonds through and including December 31 of the prior calendar year, such amount to be applied to the payment of all such accrued but previously unpaid Accrual Interest Rate Amount;

All payments due with respect to the Accrual Interest Rate (if the Subordinate Bonds have not been accelerated and have not matured) shall be made solely from Surplus Cash and amounts on deposit with the Trustee after the payment of the Current Interest Rate Amount for the calendar year that precedes the applicable Accrual Interest Rate Payment Date (e.g., the payment to be made hypothetically on May 1, 2035 will be based on Available Revenue for 2034 after the full

repayment of the Deferred Developer Fee). The Borrower's obligation to make payments of the Accrual Interest Rate Amount is subject to the availability of Surplus Cash and amounts on deposit in the funds and accounts established under this Subordinate Indenture, the Current Interest Rate Amount being current, and the full repayment of the Deferred Developer Fee. Subject to the preceding sentence, in the event any payment is not made as required by the Subordinate Bonds, the payment of the Accrual Interest Rate Amount not made shall continue as an obligation until the amount not paid shall have been fully paid. The Trustee shall not ask the Guarantor for any payments under the Guaranty for the Accrual Interest Rate Amount unless the Subordinate Bonds have been accelerated or at Maturity.

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ARTICLE 3

REDEMPTION OF BONDS BEFORE MATURITY

Section 3.1. Redemption Provisions. The Subordinate Bonds are subject to redemption and prepayment as follows:

(1) Optional Redemption. The Subordinate Bonds are subject to redemption and prepayment upon written request by the Borrower to the Trustee on May 1, 2025, and on any Business Day thereafter, following fourteen (14) days written notice to the Trustee, in whole or in part, and if in part, in principal increments of \$5,000 and by lot, at a Redemption Price equal to one hundred percent (100%) of the principal amount of the Subordinate Bonds to be redeemed, plus the applicable Early Prepayment Premium (as defined below), plus accrued interest thereon to, but not including, the Redemption Date. “Early Prepayment Premium” as used in this subsection shall mean the premiums set forth in the table below.

Redemption Date	Premium
Date of Issuance through April 30, 2025	Non-Callable
May 1, 2025 through April 30, 2026	6.00%
May 1, 2026 through April 30, 2027	5.00%
May 1, 2027 through April 30, 2028	4.00%
May 1, 2028 through April 30, 2029	3.00%
May 1, 2029 through April 30, 2030	2.00%
May 1, 2030 through April 30, 2031	1.00%
May 1, 2031 and thereafter	0.00%

(2) Mandatory Sinking Fund Redemption. The Subordinate Bonds maturing May 1, 2064 are subject to mandatory redemption by lot in the principal increments of \$5,000, at par and accrued interest without premium, on the dates and in the principal amounts set forth below:

Subordinate Bonds Maturing May 1, 20[]

<u>Sinking Fund Redemption Payment Date</u>	<u>Principal Amount</u>
May 1, 2055	\$290,000
May 1, 2056	310,000
May 1, 2057	330,000
May 1, 2058	355,000
May 1, 2059	380,000
May 1, 2060	405,000
May 1, 2061	435,000
May 1, 2062	465,000
May 1, 2063	500,000
May 1, 2064*	530,000

* *Stated Maturity*

At the option of the Borrower exercised not less than thirty-five (35) days prior to any Sinking Fund Redemption Date, the Borrower may (i) deliver to the Trustee for cancellation Subordinate Bonds in any aggregate principal amount desired, or (ii) receive a credit in respect of such sinking fund obligation for any Subordinate Bonds which prior to such date have been purchased or redeemed (other than through the operation of the sinking fund) and not otherwise previously applied as a credit against sinking fund payments.

(3) Extraordinary Redemption. In the events described in Section 8.4(2) of the Subordinate Loan Agreement and exercise by the Borrower of its option to terminate the Subordinate Loan Agreement, the Subordinate Bonds shall be redeemed in whole by the Issuer on the earliest date for which timely notice of call can be given after receipt of the Borrower's notice of exercise, at a Redemption Price equal to the principal amount to be redeemed, without any premium, plus accrued interest to the Redemption Date.

(4) Tax Redemption. The Subordinate Bonds are subject to mandatory redemption in whole on the first Business Day for which notice of redemption can properly be given as provided herein upon the occurrence of a Determination of Taxability at a Redemption Price equal to one hundred percent (100%) of the principal amount of the Subordinate Bonds plus accrued interest thereon to the Redemption Date.

Section 3.2. Partial Redemption of Subordinate Bonds. In the case of any partial redemption of Subordinate Bonds of the same maturity pursuant to any provision of this Subordinate Indenture, the particular Subordinate Bonds or portions thereof to be redeemed shall be selected by the Trustee by lot. In the case of any partial redemption of a Subordinate Bond in a denomination greater than \$5,000 then for all purposes in connection with such redemption, the first \$5,000 of face value of such Subordinate Bond shall be treated as though it were a separate Subordinate Bond in the denomination of \$5,000 and each remaining \$5,000 of face value of such Subordinate Bond shall be treated as though it were a separate Subordinate Bond in the denomination of \$5,000, and such Subordinate Bond shall be redeemed only in a principal amount sufficient to redeem one or more of such separate Subordinate Bond in full. Any Subordinate Bond which is to be redeemed only in part shall be surrendered to the Trustee (i) for payment of the Redemption Price (including accrued interest thereon to the Redemption Date) of the portion thereof called for redemption and (ii) for exchange for Subordinate Bonds in any Authorized Denomination in aggregate principal amount equal to the unredeemed portion of such Subordinate Bond without charge therefor. For all purposes of this Subordinate Indenture, unless the context otherwise requires, all provisions relating to the redemption of Subordinate Bonds shall relate, in the case of any Subordinate Bond redeemed or to be redeemed only in part, to the portion of the principal of such Subordinate Bond which has been or is to be redeemed.

Section 3.3. Procedure for Redemption. In the event the Borrower shall give written notice to the Trustee of any redemption of the Subordinate Bonds under Section 3.1, the Trustee shall give notice, in the name of the Issuer, of the redemption of such Subordinate Bonds, which notice shall (1) specify the Subordinate Bonds (or portions thereof) to be redeemed, the Redemption Date, the Redemption Price and the place or places where or, if a partial redemption the manner in which the amounts due upon such redemption will be payable and (2) state that on the Redemption Date the Subordinate Bonds (or portions thereof) to be redeemed shall cease to bear interest. Such notice may set forth any additional information relating to such redemption, including any conditions thereto. The Trustee shall give such Notice by Mail at least twenty (20) days but not more than sixty (60) days prior to the date fixed for redemption, to the Holders of the Subordinate Bonds to be redeemed.

Notwithstanding the foregoing, notice of any redemption pursuant to Section 3.1(1) hereof may provide that the redemption is conditioned on the deposit of sufficient moneys for payment of the Redemption Price on or prior to the Redemption Date. If the notice is conditioned upon moneys being on deposit with the Trustee in an amount sufficient to pay the Redemption Price on the Redemption Date, the

notice shall state such condition and that such redemption shall not be effective unless such condition is met.

Any Subordinate Bonds and portions of Subordinate Bonds which have been duly selected for redemption and which are deemed to be paid in accordance with Article 7 hereof shall cease to bear interest on the specified Redemption Date.

Section 3.4. Payment of Subordinate Bonds Upon Redemption. The Redemption Price of Subordinate Bonds or portions thereof called for redemption in accordance with Section 3.3 hereof shall be payable on the date of redemption upon presentation and surrender of such Subordinate Bonds at the place or places of payment. If, on the Redemption Date, sufficient money shall have been deposited with the Trustee to effect such redemption in accordance with this Subordinate Indenture, then interest shall cease to accrue on all Subordinate Bonds or portions thereof so called for redemption.

Section 3.5. No Partial Redemption After Default. Anything in this Subordinate Indenture to the contrary notwithstanding, if there shall have occurred and be continuing an Event of Default, there shall be no redemption of less than all of the Subordinate Bonds at the time Outstanding.

Section 3.6. Cancellation. All Subordinate Bonds which have been redeemed shall be cancelled by the Trustee as provided in Section 2.11 hereof and shall not be reissued.

Section 3.7. No Redemption Prior to Placed in Service Date. Notwithstanding anything to the contrary contained herein, the Subordinate Bonds shall not be optionally redeemed prior to the date upon which the Borrower has advised the Trustee in writing that the Project has been placed in service for purposes of Section 42 of the Code.

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ARTICLE 4

GENERAL COVENANTS

Section 4.1. Payment of Principal, Premium and Interest.

(1) Solely from the Trust Estate, the Issuer will duly and punctually pay the principal of, premium, if any, and interest on the Subordinate Bonds in accordance with the terms of the Subordinate Bonds and this Subordinate Indenture. Nothing in the Subordinate Bonds or in this Subordinate Indenture shall be considered as assigning or pledging funds or assets of the Issuer other than those covered by the Granting Clauses set forth herein.

Section 4.2. Issuer's Performance Covenants. Subject to Section 4.1 hereof, the Issuer shall have no liability or obligation with respect to the payment of the purchase price of the Subordinate Bonds. None of the provisions of this Subordinate Indenture shall require the Issuer to expend or risk its own funds or to otherwise incur financial liability in the performance of any of its duties or in the exercise of any of its rights or powers hereunder, unless payable from the Trust Estate pledged hereunder, or the Issuer shall first have been adequately indemnified to its satisfaction against the cost, expense, and liability which may be incurred thereby. The Issuer shall not be under any obligation hereunder to perform any record keeping or to provide any legal services, it being understood that such services shall be performed or provided by the Trustee or the Borrower. The Issuer covenants that it will faithfully perform (to the extent within its reasonable control) at all times any and all covenants, undertakings, stipulations, and provisions expressly contained in this Subordinate Indenture, in every Subordinate Bond executed, authenticated, and delivered hereunder, in the Subordinate Loan Agreement and in all of its proceedings pertaining thereto; provided, however, that (a) the Issuer shall not be obligated to take any action or execute any instrument pursuant to any provision hereof until it shall have been requested to do so by the Borrower or the Trustee, and (b) the Issuer shall have received the instrument to be executed, and, at the Issuer's option, shall have received from the Borrower assurance satisfactory to the Issuer that the Issuer shall be reimbursed for its expenses incurred or to be incurred in connection with taking such action or executing such instrument.

Section 4.3. Instruments of Further Assurance. Subject to Section 4.2 hereof, the Issuer covenants that it will do, execute, acknowledge, and deliver or cause to be done, executed, acknowledged, and delivered by the parties within its control (at the sole cost and expense of the Borrower), such instruments supplemental hereto and such further acts, instruments, and transfers as the Trustee may reasonably require for the better assuring, transferring, mortgaging, conveying, pledging, assigning, and confirming unto the Trustee, the Issuer's interest in and to all interests, revenues, proceeds, and receipts pledged hereby to the payment of the principal of, premium, if any, and interest on the Subordinate Bonds in the manner and to the extent contemplated herein. The Issuer shall be under no obligation to prepare, record, or file any such instruments or transfers.

Section 4.4. Recording and Filing. The Trustee requires that the Borrower cause this Subordinate Indenture and all supplements thereto, to be kept, recorded and filed in such manner and in such places as may be required by law in order to preserve and protect fully the security of the Holders of the Subordinate Bonds and the rights of the Trustee hereunder and under any other instruments aforesaid.

Section 4.5. Books and Records. The Trustee covenants that so long as any Outstanding Subordinate Bonds issued hereunder and secured by this Subordinate Indenture shall be unpaid, the Trustee will keep proper books or records and accounts, in which full, true and correct entries will be made of all its financial dealings or transactions in relation to the Project and the payments derived from the Subordinate Loan Agreement and this Subordinate Indenture. At reasonable times and under reasonable regulations

established by the Trustee, such books shall be open to the inspection of Holders and such accountants or other agencies as the Trustee may from time to time designate.

Section 4.6. Bondholders' Access to Bond Register. Except as otherwise may be provided by law, the Bond Register shall not be deemed a public record and shall not be made available for inspection by the public, unless and until written notice to the contrary is given to the Trustee by the Issuer.

Section 4.7. Rights Under Subordinate Loan Agreement. The Subordinate Loan Agreement sets forth covenants and obligations of the Issuer and the Borrower, and reference is hereby made to the same for a detailed statement of said covenants and obligations. The Issuer agrees to cooperate in the enforcement of all covenants and obligations of the Borrower under the Subordinate Loan Agreement and agrees that the Trustee, in its name or in the name of the Issuer, may enforce all rights of the Issuer (other than the Issuer's Unassigned Rights) and all obligations of the Borrower under and pursuant to the Subordinate Loan Agreement and on behalf of the Holders, whether or not the Issuer has undertaken to enforce such rights and obligations.

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ARTICLE 5

FUNDS AND ACCOUNTS

Section 5.1. “Trust Money” Defined. All money received by the Trustee except with respect to the Issuer’s Unassigned Rights (all such money being herein sometimes called “Trust Money”):

(1) as elsewhere herein provided to be held and applied under this Article 5, or required to be paid to the Trustee and whose disposition is not elsewhere herein otherwise specifically provided for, including but not limited to the investment income of all trust funds held by the Trustee under this Subordinate Indenture; or

(2) as proceeds from the sale of the Subordinate Bonds; or

(3) as Basic Payments, or as otherwise payable with respect to the Subordinate Bonds under the Subordinate Loan Agreement; or

(4) any amounts that could be considered Available Revenue, including any Sale or Refinancing Proceeds or other amounts that could be considered part of the Trust Estate under this Subordinate Indenture;

(5) any amounts received as a result of enforcement of the Subordinate Mortgage; or

(6) any payments received under the Guaranty.

shall be held by the Trustee as a part of the Trust Estate, and, upon the exercise by the Trustee of any remedy specified in Article 8 hereof, such Trust Money shall be applied in accordance with Section 8.6 hereof, except to the extent that the Trustee is holding in Trust Money or Government Obligations, as the case may be, for the payment of any specified Subordinate Bonds which are no longer deemed to be Outstanding under the provisions of Article 7 hereof, which money or Government Obligations shall be applied only as provided in said Article 7. Prior to the exercise of any such remedy, all or any part of the Trust Money shall be held, invested, withdrawn, paid or applied by the Trustee, from time to time, as provided in this Article 5 or in Articles 6 and 7 hereof.

Section 5.2. Establishment of Funds. The Issuer hereby establishes as trust funds and creates the following funds and accounts:

(a) a Project Fund;

(b) a Bond Fund, including a Current Interest Rate Account and Accrual Interest Rate Account;

(c) a Rebate Fund; and

(d) a Costs of Issuance Fund.

Section 5.3. Application of Proceeds and Other Funds. On the Date of Issuance, the proceeds of the Subordinate Bonds will be deposited in the various funds and accounts established under this Subordinate Indenture or disbursed for Project Costs as set forth in the Closing Memorandum.

Section 5.4. Project Fund.

(1) Proceeds of the Subordinate Bonds shall be deposited to the Project Fund in accordance with Section 5.3 hereof and disbursed pursuant to the Closing Memorandum.

(2) [Reserved.]

(3) [Reserved.]

(4) Any interest earned on sums held in the Project Fund prior to the Completion Date shall remain a part of the Project Fund.

(5) Any sums remaining in the Project Fund in excess of any amount required to pay Project Costs shall be transferred to the Bond Fund at the time or times and in the manner provided in, and used for the purposes set forth in, Section 3.7 of the Subordinate Loan Agreement and Section 5.5(8) below.

Section 5.5. Bond Fund. There is hereby created under this Subordinate Indenture a Bond Fund, and within the Bond Fund a Current Interest Rate Account and an Accrual Interest Rate Account.

(1) There shall be credited to the accounts of the Bond Fund, as and when received, each payment received by the Trustee under and pursuant to any of the provisions of this Subordinate Indenture or the Subordinate Loan Agreement which is required to be paid into such account of the Bond Fund, or which is accompanied by written directions of either the Borrower or the Guarantor, as applicable, that such payment is to be credited to such account of the Bond Fund, together with all income derived from the investment of such amounts.

(2) As set forth in the Closing Memorandum, the Trustee shall deposit to the Current Interest Rate Account the amount necessary to pay the Current Interest Rate Amount through [October __, 20 --]. Any interest earned on sums held in the Current Interest Rate Account shall remain a part of the Current Interest Rate Account of the Bond Fund and applied to the payment of interest on the Subordinate Bonds through and including [October __, 20__].

(3) Commencing in [____ 20__] and monthly thereafter, there shall be credited to the Bond Fund amounts paid by the Borrower as authorized under the LPA, the Funding Loan Agreement and Project Loan Agreement as required to pay the principal of and interest due on the Subordinate Bonds as described below.

(a) First, two (2) Business Days prior to each Interest Payment Date, the Borrower shall pay to the Trustee for deposit into the Current Interest Rate Account such amount as necessary to pay the Current Interest Rate Amount (including any and all of the previously accrued but unpaid Current Interest Rate Amount) due on the next Interest Payment Date. In the event that there are not sufficient funds on hand in the Current Interest Rate Account one (1) Business Day prior to an Interest Payment Date, then the Trustee shall send a written notice to the Guarantor at the notice address under the Guaranty and request that the Guarantor make a payment under the Guaranty in the amount of such deficiency. The Borrower and Guarantor will reimburse the Trustee for any costs incurred on account of the Trustee providing such notice.

(b) Second, from and after the date that the Deferred Developer Fee has been paid in full (as certified in writing by the Borrower to the Trustee and the Issuer as evidenced by a certificate in the form attached hereto as Exhibit B), after the payments required under 3(a) above with respect to the Current Interest Rate, then the Borrower shall deposit to the Accrual Interest

Rate Account any and all of the accrued and unpaid Accrual Interest Rate Amount on the next Accrual Interest Rate Payment Date and each Accrual Interest Rate Payment Date thereafter until all of the Accrual Interest Rate Amount is then current. At such time as all of the accrued and previously unpaid Accrual Interest Rate Amount is paid such that the Borrower is current on the Accrual Interest Rate Amount, then all amounts deposited in the Accrual Interest Rate Account shall be used to pay the Accrual Interest Rate Amount and then used for the payment of principal of the Subordinate Bonds as shown below in (c). In the event that there are not sufficient funds on hand in the Accrual Interest Rate Account one (1) Business Day prior to a Maturity Date, then the Trustee shall send a written notice to the Guarantor at the notice address under the Guaranty and request that the Guarantor make a payment under the Guaranty in the amount of such deficiency. The Borrower and Guarantor will reimburse the Trustee for any costs incurred on account of the Trustee providing such notice.

(c) Third, from and after April 1, 2055, or upon earlier acceleration, after the payments required by subsections (a) and (b) above, the Borrower shall deposit with the Trustee two (2) Business Days prior to each Principal Payment Date, the amount necessary to fund the deposit required under Section 3.1(2) hereof for the redemption of a portion of the principal of the Subordinate Bonds on the next Principal Payment Date or if the Subordinate Bonds have been accelerated, then the amount necessary to pay the accelerated principal amount of the Subordinate Bonds. In the event that there are not sufficient funds on hand in the Bond Fund two (2) Business Days prior to a Principal Payment Date to satisfy the deposit required under the terms of Section 3.1(2) hereof for the redemption of a portion of the Subordinate Bonds on the next Principal Payment Date or the payment of the accelerated principal of the Subordinate Bonds, then the Trustee shall send a written notice to the Guarantor at the notice address under the Guaranty and request that the Guarantor make a payment under the Guaranty in the amount of such deficiency. The Borrower and Guarantor will reimburse the Trustee for any costs incurred on account of the Trustee providing such notice.

To the extent Available Revenue and other Trust Money is not sufficient to pay the Interest Rate Amount due on an Interest Payment Date, such amount shall not compound. Except for the payment due on Maturity, the obligation to make payments of the Interest Rate Amount is subject to the requirements of this Section 5.5 and it shall not be an event of default under the Subordinate Bonds to the extent that failure to make a payment is due to lack of Surplus Cash to make such payments. Subject to the preceding sentence, in the event any payment is not made as required by this Section 5.5, the payment not made shall continue as an obligation until the amount not paid shall have been fully paid. To the extent permitted by law, interest on any overdue payment required hereby shall be paid at the Default Rate.

(4) The Trustee shall use amounts on deposit in the Bond Fund to pay the principal of and interest on the Subordinate Bonds as they become due and payable.

(5) If any Subordinate Bond shall not be presented for payment at Maturity, provided money sufficient to pay such Subordinate Bond shall have been made available to the Trustee and are held by the Trustee for the benefit of the Holder thereof, all liability of the Issuer to the Holder thereof for the payment of such Subordinate Bond shall forthwith cease, determine and be completely discharged, and thereupon it shall be the duty of the Trustee to hold such money, without liability for interest thereon, for the benefit of the Holder of such Subordinate Bond, who shall thereafter be restricted exclusively to such money for any claim of whatever nature on his or her part hereunder or on, or with respect to, such Subordinate Bond. In the event that there is not sufficient funds to pay the principal of and accrued interest on the Subordinate Bonds at Maturity, then the Trustee shall provide written notice to the Guarantor at the notice address in

the Guaranty and make a demand that the Guarantor immediately make such required payment, including any Defaulted Interest and accrued and unpaid Accrual Interest Rate Amount that is accrued and unpaid at Maturity. The Borrower and Guarantor will reimburse the Trustee for any costs incurred on account of the Trustee providing such notice.

(6) Any money remaining in the Bond Fund after payment in full of all Subordinate Bonds, and payment of the fees, charges and expenses of the Trustee, the Paying Agent, and any Co-Paying Agent and any Issuer Fees and Expenses which have accrued and which will accrue and all other items required to be paid hereunder shall be paid to the Borrower.

(7) Money in the Bond Fund shall be invested as provided in Section 6.1 hereof.

(8) Any surplus money in the Project Fund transferred to the Bond Fund pursuant to Section 5.4(5) hereof shall be used by the Trustee (a) to redeem the largest number of Subordinate Bonds callable, without premium or penalty, under the terms of this Subordinate Indenture at the first opportunity or (b) to pay principal due on the Subordinate Bonds.

Section 5.6. Reserved.

Section 5.7. Rebate Fund.

(1) The Trustee shall deposit in the Rebate Fund, upon receipt, all Rebate Amounts deposited with the Trustee in accordance with Section 7.7(12) of the Subordinate Loan Agreement; and for purposes of making such deposits the Trustee shall, at the direction of the Borrower, transfer from the appropriate fund to the Rebate Fund a sum equal to any Rebate Amounts attributable to sums held in the Project Fund.

(2) The Trustee shall cooperate with the Borrower in making the determinations for each computation required pursuant to 7.7(12) of the Subordinate Loan Agreement; and to that end, the Trustee shall, within 30 days after the end of the fifth Bond Year for the Subordinate Bonds, prepare and provide to the Borrower (and the Issuer, upon request) a report with respect to the Project Fund setting forth the total amount invested during the preceding five Bond Years, the investments made with the money in the Project Fund and the investment earnings (and losses) resulting from such investments, together with such additional information concerning the Bond Fund and the investments therein as the Rebate Analyst or the Borrower shall reasonably request.

(3) The Trustee shall remit sums in the Rebate Fund to the United States as provided in Section 7.7(11) of the Subordinate Loan Agreement.

(4) Within the Rebate Fund, the Trustee shall maintain such accounts as shall be necessary to comply with written instructions of the Borrower given pursuant to the terms and conditions of the Tax Certificate. Subject to the transfer provisions provided below, all money at any time deposited in the Rebate Fund shall be held by the Trustee in trust, to the extent required to satisfy the required rebate payments (the "Rebate Requirement") to the federal government of the United States of America. All amounts deposited into or on deposit in the Rebate Fund shall be governed by this Section 5.7, and by the Tax Certificate (which is incorporated herein by reference). The Trustee shall be deemed conclusively to have complied with such provisions if it follows the written directions of the Borrower, and furthermore, the Trustee shall have no liability or responsibility to enforce compliance by the Borrower or the Issuer with the terms of the Tax Certificate or any other tax covenants contained in the Subordinate Loan Agreement. The Trustee shall not be responsible for calculating rebate amounts or for the adequacy or correctness of any rebate report or rebate calculations. The Trustee shall have no independent duty to review such calculations or enforce the compliance by the Borrower with such rebate requirements. The Trustee shall have no duty or obligation

to determine the applicability of the Code and shall only be obligated to act in accordance with written instructions provided by the Borrower.

(5) Computations of the Rebate Requirement shall be furnished by or on behalf of the Borrower (and the Issuer, upon request) in accordance with the Tax Certificate. The Trustee shall supply to the Borrower and/or the Issuer and any Rebate Analyst of the Borrower all necessary information in the manner provided in the Tax Certificate to the extent such information is reasonably available to the Trustee.

(6) The Trustee shall have no obligation to rebate any amounts required to be rebated pursuant to this Section 5.7, other than from moneys held in the funds and accounts created under this Subordinate Indenture or from other moneys provided to it by the Borrower.

(7) At the written direction of the Borrower, which shall include a statement to the effect that such direction complies with the restrictions set forth in the Tax Certificate, the Trustee shall invest all amounts held in the Rebate Fund in Permitted Investments. The Trustee shall not be liable for any consequences arising from such investment.

(8) Any funds remaining in the Rebate Fund after each five year remission to the United States of America, redemption and payment of all of the Subordinate Bonds and payment and satisfaction of any Rebate Requirement, or provision made therefor satisfactory to the Trustee, shall be withdrawn and remitted to the Borrower, following the Trustee's receipt of written instructions from the Borrower.

(9) Notwithstanding any other provision of this Subordinate Indenture, the obligation to remit the Rebate Requirement to the United States and to comply with all other requirements of this Section 5.7 and the Tax Certificate shall survive the defeasance or payment in full of the Subordinate Bonds.

Section 5.8. Reserved.

Section 5.9. Costs of Issuance Fund. The Trustee shall maintain a Costs of Issuance Fund into which will be deposited equity of the Borrower and proceeds of the Subordinate Bonds necessary to pay Issuance Expenses. The Trustee shall disburse amounts in the Costs of Issuance Fund to pay Issuance Expenses in accordance with the Closing Memorandum.

Section 5.10. Deposit of Funds with Paying Agent.

(1) The Trustee shall transfer and remit sums from the Bond Fund to the Paying Agent in advance of each interest and principal due date and redemption date, from the balance then on hand in the Bond Fund, sufficient to pay all principal, interest and redemption premiums then due on the Subordinate Bonds. The Paying Agent shall hold in trust for the Holders of such Subordinate Bonds all sums so transferred to it until paid to such Holders or otherwise disposed of as herein provided.

(2) Interest on each Subordinate Bond including accrued interest to the date of deposit and interest, to the extent permitted by law, on overdue installments of interest at the rate borne by such Subordinate Bond, (a) shall cease on its Maturity Date, or on any prior date on which it shall have been duly called for redemption as herein provided, provided that funds sufficient for the payment thereof with accrued interest and any redemption premium have been deposited with the Paying Agent on or before the Maturity Date or Redemption Date, as the case may be, and in the case of redemption, that the requirements of Article 3 hereof have been complied with, or (b) shall cease on any date after Maturity on which such deposit has been made, and the Holder shall have no further rights with respect to the Subordinate Bonds or under this Subordinate Indenture except to receive the payment so deposited.

(3) If any Subordinate Bond is not presented for payment when due and funds sufficient to pay such Subordinate Bond shall have been paid to the Trustee (or other Paying Agent, if any): (a) all liability of the Issuer for payment of such Subordinate Bond shall forthwith cease; (b) such Subordinate Bond shall forthwith cease to be entitled to any lien, benefit or security under this Subordinate Indenture, the Subordinate Loan Agreement, the Subordinate Mortgage, and any Collateral Document, and the Holder of such Subordinate Bond shall forthwith have no rights in respect thereof except to receive payment thereof; and (c) the Trustee (or other Paying Agent, if any) shall hold such funds, without liability for interest thereon, for the benefit of the Holder of such Subordinate Bond. Any money still held by the Trustee (or other Paying Agent, if any) after two (2) years and eleven (11) months from the date on which the Subordinate Bond with respect to such amount was paid to the Trustee (or other Paying Agent, if any), shall, if and to the extent permitted by law, be paid by the Trustee (or other Paying Agent, if any) to the Borrower and shall be discharged from the trust and all liability of the Paying Agent or the Trustee with respect to such Trust Money shall cease, and the Bondholders shall thereafter be entitled to look only to the Borrower for payment, and the Borrower shall not be liable for any interest thereon.

(4) If there is any Paying Agent who is not the Trustee, the Trustee will cause such Paying Agent to execute and deliver to it an instrument in which such Paying Agent shall agree with the Trustee, subject to the provisions of this Section 5.10, that such Paying Agent will:

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

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

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

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ARTICLE 6

INVESTMENTS

Section 6.1. Investments by Trustee.

(1) Except during the continuance of an Event of Default, and subject to the provisions of Section 8.2 hereof, money held for the credit of the funds established by Article 5 hereof shall be held by the Trustee as required by law and shall at the written request of the Borrower Representative, to the extent practicable and permitted by the Act, and except as provided below with respect to the money in the Bond Fund, be invested as received and reinvested by the Trustee as directed in writing by the Borrower in Permitted Investments (including investments in securities through a common trust fund or similar fund maintained by a bank exclusively for the collective investment and reinvestment of money contributed thereto by the bank in its capacity as trustee, certificates of deposit, and repurchase agreements). No investment shall have a final maturity date that is more than five (5) years from the date such investment is made. In the absence of written direction by the Borrower as provided above, the Trustee shall invest such funds in [TRUSTEE TO PROVIDE INVESTMENT WITH CUSIP] as standing instructions.

Subject to the Permitted Investments, as to the investment of sums (other than proceeds of the Subordinate Bonds) held in the Bond Fund, the type, amount and maturity of such investments shall be as specified in writing by the Borrower Representative, provided that sums in the Bond Fund may in any event only be invested in securities which mature or are subject to redemption or repurchase on or prior to the date or dates on which funds will be required.

(2) The Trustee shall sell and reduce to cash funds a sufficient portion of investments under the provisions of this Section whenever the cash balance in the fund for which the investment was made is insufficient for its current requirements. Securities so purchased as an investment of money shall be held by the Trustee, shall be registered in the name of the Trustee if registration is required, and shall be deemed at all times a part of the applicable fund, and the interest accruing thereon and any profit realized from such investments shall be credited to the fund from which the investment was made, subject to any transfer to another fund as herein provided. The Trustee shall have no liability whatsoever for any loss (including depreciation), fee, tax or other charge incurred in connection with any investment, reinvestment, sale or liquidation of an investment hereunder. Any loss resulting from such investment shall be charged to the fund from which the investment was made. In no event shall the Trustee be deemed a fiduciary, an investment manager or adviser in respect of any selection of investments hereunder. The Trustee shall be entitled to conclusively rely on any written direction of the Borrower as to the suitability and legality of the directed investments. The Trustee shall have no responsibility whatsoever to determine whether any investments made pursuant to this Subordinate Indenture are or continue to be Permitted Investments.

(3) The Trustee may purchase from or sell to itself, or through any affiliated company, as principal or agent, securities herein authorized so long as such purchase or sale is at fair market value, and may invest funds in its own proprietary money market funds or deposit products. The Trustee shall have no discretion for investing funds or advising any parties on investing funds.

(4) It is acknowledged and agreed that the Issuer shall have no discretion regarding the investment or reinvestment of funds pursuant to this Section 6.1.

Section 6.2. Return on Investments.

(1) In directing investments pursuant to Section 8.3 of the Subordinate Loan Agreement, the Borrower will not instruct the Trustee to use the proceeds of the Subordinate Bonds or other sums pledged

to the payment of the Subordinate Bonds, directly or indirectly, to acquire any securities or obligations the acquisition of which would cause any of the Subordinate Bonds to be “arbitrage bonds” as defined in Section 148 of the Code, and for this purpose the Trustee, in order to restrict yield on investments, may invest in SLGS (and accordingly is hereby authorized to act as agent of the Issuer for such purpose). The Trustee shall be fully protected in relying on any written direction of the Borrower as to the suitability and legality of the directed investments.

(2) No money in any fund or account shall be invested in investments which cause the Subordinate Bonds to be “federally guaranteed” within the meaning of Section 149(b) of the Code. If at any time the money in all funds and accounts relating to the Subordinate Bonds exceed, within the meaning of Section 149(b) of the Code, (a) amounts invested for an initial temporary period until the money is needed for the purpose for which the Subordinate Bonds were issued, (b) investments of a bona fide debt service fund, and (c) investments of a reserve which meet the requirement of Section 148(d) of the Code, then money in excess of such amounts shall be invested at the direction of the Borrower pursuant to Section 8.3 of the Subordinate Loan Agreement in (i) obligations issued by the United States Treasury, (ii) other investments permitted under regulations, or (iii) obligations which are (a) not issued by, or guaranteed by, or insured by, the United States or any agency or instrumentality thereof or (b) not federally insured deposits or accounts, all within the meaning of Section 149(b) of the Code. The Borrower shall not direct the Trustee to take any action or do anything the effect of which shall be to cause the Subordinate Bonds to be “federally guaranteed” within the meaning of Section 149(b) of the Code.

(3) The provisions of this Section 6.2 shall survive discharge and release of the Funding Loan Agreement.

Section 6.3. Computation of Balances in Funds. In computing the assets of any fund established hereunder, investments and accrued but unpaid interest thereon shall be deemed a part thereof, and such investments shall be valued at par value, or at the redemption price thereof, if then redeemable at the option of the holder, provided that in any event for purposes of determining whether any balance in a fund may only be invested at a restricted yield to comply with Section 148 of the Code and the federal arbitrage regulations, any investments in the fund shall be valued at their par value or the price (less accrued interest) at which they were purchased, whichever is the greater.

Section 6.4. Rebate to United States. The Subordinate Bonds are subject to the rebate to the United States of earnings in excess of the yield on the Subordinate Bonds imposed by Section 148 of the Code and Section 1.148-3 of the Treasury Regulations. The Trustee shall have no obligation to calculate the amount of, or make, any required rebate as provided in Section 5.7 hereof. The Trustee shall cooperate with the Borrower in the Borrower’s efforts to determine the amount of any rebate.

Section 6.5. Issuer’s Tax Covenants. The Issuer covenants and agrees not to take, or cause to be taken, any action or fail to take any action reasonably within its control with respect to the investment of monies under this Subordinate Indenture that is inconsistent with the provisions of this Subordinate Indenture and which would result in the Subordinate Bonds becoming arbitrage bonds within the meaning of Section 148(a) of the Code. The Issuer further covenants and agrees to comply with and take all actions required of it by the Tax Certificate and to continue to do so as specified in the Tax Certificate notwithstanding any satisfaction or discharge of this Subordinate Indenture.

Section 6.6. Waiver of Right to Receive Notice of Security Transactions. The Issuer and the Borrower (by its execution of the Subordinate Loan Agreement) acknowledge that regulations of the Comptroller of the Currency grant the Issuer and the Borrower the right to receive brokerage confirmations of security transactions as they occur. The Issuer and the Borrower specifically waive such right to

notification to the extent permitted by law and acknowledge that they will receive periodic transaction statements that will detail all investment transactions.

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ARTICLE 7

DISCHARGE OF LIEN

Section 7.1. Payment of Subordinate Bonds; Satisfaction and Discharge of Indenture. Whenever the conditions specified in either clause (a) or clause (b) of the following subsection (1) and the conditions specified in the following subsections (2) and (3) to the extent applicable, shall exist, namely:

(1) either:

(a) all Subordinate Bonds have been cancelled by the Trustee or delivered to the Trustee for cancellation, excluding, however,

(i) Subordinate Bonds for whose payment money has theretofore been deposited in trust or segregated and held in trust by the Trustee and thereafter repaid to the Borrower or discharged from such trust, and

(ii) Subordinate Bonds alleged to have been destroyed, lost or stolen which have been replaced or paid as provided in Section 2.6 hereof, and (a) which, prior to the satisfaction and discharge of this Subordinate Indenture as hereinafter provided, have not been presented to the Trustee with a claim of ownership and enforceability by the Holder thereof, or (b) whose enforceability by the Holder thereof has been determined adversely to the Holder by a court of competent jurisdiction or other competent tribunal; or

(b) the Issuer or the Borrower has deposited or caused to be deposited as trust funds with the Trustee cash and/or Government Obligations which do not permit the redemption thereof at the option of the issuer thereof, the principal of, premium, if any, and interest on which when due (or upon the redemption thereof at the option of the holder), will, without reinvestment, provide cash which together with the cash, if any, deposited with the Trustee at the same time, shall be sufficient to pay and discharge the entire indebtedness on Subordinate Bonds (including all accrued and unpaid Current Interest Rate Amount and Accrual Interest Rate Amount to such date of discharge) not theretofore cancelled by the Trustee or delivered to the Trustee for cancellation by the payment of interest on and principal (and premium, if any) of the Subordinate Bonds which have become due and payable or which shall become due at their stated Maturity or Redemption Date, as the case may be, and which are to be discharged under the provisions hereof, and has made arrangements satisfactory to the Trustee for the giving of notice of redemption, if any, by the Trustee in the name, and at the expense, of the Borrower in the same manner as is provided by Section 3.2 hereof; and

(2) the Borrower has paid, caused to be paid or made arrangements satisfactory to the Trustee for the payment of all other sums payable hereunder and under the Subordinate Loan Agreement, and the Subordinate Loan Documents by the Trustee or the Borrower until the Subordinate Bonds are so paid; and

(3) if the funds for payment are provided under subsection (1)(b)(ii) above, the Borrower has delivered to the Trustee a report of an Independent Accountant or other nationally recognized verification agent stating that the payments to be made on the security referred to in subsection (1)(b) above will be sufficient to pay when due the principal of, premium, if any, and interest on the Subordinate Bonds (including all accrued and unpaid Current Interest Rate Amount and Accrual Interest Rate Amount to such date of discharge) to be defeased; provided, however, when a defeasance escrow is gross funded or when the Subordinate Bonds mature or will be redeemed within ninety (90) days of the deposit referred to in

subsection (1)(b)(ii) above, a report of an Independent Accountant or other nationally recognized verification agent shall not be required; and

(4) if discharge is to be effected under subsection (1)(b) above, an opinion of Bond Counsel is delivered to the Trustee stating in effect that such discharge will not impair the tax-exempt status of the Subordinate Bonds;

then, except as otherwise provided in Article 7 and Sections 8.2 and 9.3 hereof, the rights of the Bondholders shall be limited to the cash or cash and securities deposited as provided in subsection (1)(a) or (b) above, and upon the Borrower's request the rights and interest hereby granted or granted by the Subordinate Documents to or for the benefit of the Trustee or Bondholders shall cease, terminate and become null and void, and the Issuer and the Trustee shall, at the expense of the Borrower, execute and deliver such instruments of satisfaction and transfer as may be necessary, and forthwith the estate, right, title and interest of the Trustee in and to all of the Project and in and to all rights under the Subordinate Loan Agreement and this Subordinate Indenture (except the money or securities or both deposited as required above and except as may otherwise be provided in Article 7 and Sections 8.2 and 9.3 hereof shall thereupon be discharged and satisfied); except as provided in Section 12.13 hereof.

Section 7.2. Discharge of this Subordinate Indenture. Notwithstanding the fact that the lien of this Subordinate Indenture upon the Trust Estate may have been discharged and cancelled in accordance with Section 7.1 hereof, this Subordinate Indenture and the rights granted and duties imposed hereby, to the extent not inconsistent with the fact that the lien upon the Trust Estate may have been discharged and cancelled, shall nevertheless continue and subsist until the principal of and the interest on, all of the Subordinate Bonds shall have actually been paid in full and the Trustee shall have applied all funds theretofore held by the Trustee for payment of any Subordinate Bonds not theretofore presented for payment or purchase, as the case may be, which funds shall be held in trust solely for the Holders of such Subordinate Bonds pending their application in accordance herewith.

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ARTICLE 8

DEFAULT PROVISIONS AND REMEDIES

Section 8.1. Events of Default. Each of the following events is hereby defined as, and declared to be and to constitute, an “Event of Default” hereunder:

(1) default in the due and punctual payment of any accrued and due Current Interest Rate Amount; or

(2) default in the due and punctual payment of any accrued and due Accrual Interest Rate Amount; or

(3) default in the due and punctual payment of the principal of any Subordinate Bond at its Maturity (scheduled or as a result of acceleration); or

(4) default in the due and punctual payment of any Basic Payments or Additional Charges and such default shall have continued for a period of thirty (30) days after written notice thereof, specifying such default, shall have been given by the Trustee to the Issuer and the Borrower, or to the Issuer, the Borrower and the Trustee by the Holders of not less than twenty-five percent (25%) in aggregate principal amount of the then Outstanding Subordinate Bonds; or

(5) default in the performance or observance of any other of the covenants, agreements or conditions on the part of the Issuer contained in this Subordinate Indenture or in the Subordinate Bonds, and such default shall have continued for a period of thirty (30) days after written notice thereof given in the manner provided in subsection (3) above; notwithstanding the foregoing, if the default reasonably requires more than thirty (30) days to cure, such default shall not constitute an Event of Default, provided that the curing of the default is promptly commenced upon receipt by the Issuer of the notice of the default, and with due diligence is thereafter continuously prosecuted to completion and is completed within a reasonable period of time, and provided that the Issuer or the Borrower keeps the Trustee well-informed at all times of its progress in curing the default, provided in no event shall such additional cure period extend beyond sixty (60) days; or

(6) the occurrence of an Act of Bankruptcy; or

(7) the occurrence of an “Event of Default” under the Senior Loan Documents, or any other Subordinate Loan Document.

The investor limited partner, class A limited partner, and the class B limited partner in the Borrower shall have the right, but not the obligation, to cure Events of Default on behalf of the Borrower.

Section 8.2. Acceleration.

(1) Subject to the terms of the Subordination Agreement, upon the occurrence of an Event of Default referred to in Section 8.1 hereof, the Trustee may, and at the written request of the Holders of not less than a majority in aggregate principal amount of the Outstanding Subordinate Bonds shall, by notice in writing delivered to the Issuer and the Borrower declare the principal of all Subordinate Bonds immediately due and payable, whereupon the same shall become immediately due and payable any time herein or in the Subordinate Bonds to the contrary notwithstanding.

(2) Upon any declaration of acceleration, or occurrence resulting in acceleration under this Section 8.2, the Trustee shall immediately declare the Basic Payments required to be made by the Borrower under the Subordinate Loan Agreement to be immediately due and payable in accordance with Section 9.2 of the Subordinate Loan Agreement.

(3) Upon any acceleration required under this Section 8.2, interest shall cease to accrue on the Subordinate Bonds as of the date of declaration of such acceleration.

(4) Except as provided in this Section 8.2, under no other circumstances may the Trustee accelerate the payment of the Subordinate Bonds.

Section 8.3. Remedies. The following remedies are all subject to the terms of the Subordination Agreement.

(1) Subject to the provisions of Section 8.2 hereof, upon the occurrence of an Event of Default and acceleration of the Subordinate Bonds, the Trustee may, subject to the terms of the Subordination Agreement, proceed to pursue any available remedy by suit at law or in equity to enforce all rights of the Bondholders, including without limitation the right to the payment of the principal or premium, if any, and interest on the then Outstanding Subordinate Bonds. Upon the occurrence of an Event of Default under the Subordinate Loan Agreement, the Guaranty, or the Subordinate Mortgage (subject to the terms of the Subordination Agreement), the Trustee may also enforce any and all rights, if any, of the Issuer thereunder. The Issuer may also exercise any of its rights under the Subordinate Loan Agreement.

(2) If any Event of Default shall have occurred, and if it shall have been requested to do so by the Holders of a majority in aggregate principal amount of the then Outstanding Subordinate Bonds, and if it shall have received an indemnity bond as provided in Section 9.1 hereof, the Trustee shall be obliged to exercise such rights and powers conferred on the Trustee by this Section and Section 8.2 hereof as the Trustee (being advised by Independent Counsel) shall deem most expedient in the interests of the Bondholders, provided, however, that the Trustee shall have the right to decline to comply with any such request if the Trustee shall be advised by Independent Counsel that the action so requested may not lawfully be taken or if the Trustee in good faith shall determine that such action would be unjustly prejudicial to the Bondholders not parties to such request.

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

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

(5) No waiver of any Event of Default hereunder, whether by the Trustee or by the Holders, shall extend to or shall affect any subsequent Event of Default or impair any rights or remedies consequent thereon.

Section 8.4. Direction of Proceedings By Bondholders. The Holders of a majority in aggregate principal amount of the then Outstanding Subordinate Bonds shall have the right, at any time, by an instrument or instruments in writing executed and delivered to the Trustee, to direct the method and place of conducting all proceedings to be taken in connection with the enforcement of the terms and conditions

of this Subordinate Indenture, the Subordinate Loan Agreement, the Subordinate Mortgage, and the Collateral Documents or for the appointment of a receiver or any other proceedings hereunder, provided that such direction shall not be otherwise than in accordance with the provisions of law and of this Subordinate Indenture.

Section 8.5. Waiver of Stay or Extension Laws. Upon the occurrence of an Event of Default, to the extent that such rights may then lawfully be waived, neither the Issuer nor anyone claiming through it or under it shall or will set up, claim, or seek to take advantage of any appraisal, valuation, stay, extension or redemption laws now or hereafter in force, in order to prevent or hinder the enforcement of this Subordinate Indenture, but the Issuer, for itself and all who may claim through or under it, hereby waives to the extent that it lawfully may do so the benefit of all such laws and all right of appraisal and redemption to which it may be entitled under the laws of the State.

Section 8.6. Priority of Payment and Application of Money. All money received by the Trustee pursuant to any right given or action taken under the provisions of this Article shall, after payment of the costs and expenses of the proceedings resulting in the collection of such other money and of the related Issuer Fees and Expenses and costs, expenses, liabilities and advances incurred or made by the Trustee, and Trustee's fees, including attorneys' and agent's fees and expenses, be deposited in the Bond Fund. All money in the Bond Fund shall be applied, subject to the provisions of Article 5 hereof, as follows:

(1) Unless the principal of all the Subordinate Bonds shall have become or shall have been declared due and payable, all such money shall be applied:

FIRST: To the payment to the Persons entitled thereto of all installments of the Current Interest Rate Amount then due on the Subordinate Bonds, in the order of the installments of such interest and, if the amount available shall not be sufficient to pay in full any particular installment, then to the payment ratably, according to the amounts due on such installment, to the Persons entitled thereto, without any discrimination or privilege; and

SECOND: To the payment to the Persons entitled thereto of all installments of the Accrual Interest Rate Amount then due on the Subordinate Bonds, in the order of the installments of such interest and, if the amount available shall not be sufficient to pay in full any particular installment, then to the payment ratably, according to the amounts due on such installment, to the Persons entitled thereto, without any discrimination or privilege; and

THIRD: To the payment to the Persons entitled thereto the unpaid principal of any of the Subordinate Bonds which shall have become due in the order of their due dates with interest on such Subordinate Bonds at the applicable rate and, if the amount available shall not be sufficient to pay in full the unpaid principal on Subordinate Bonds due on any particular due date, then to the payment ratably, according to the amount of principal and premium, if any, due on such date, to the Persons entitled thereto, without any discrimination or privilege.

(2) If the principal of all Subordinate Bonds shall have become due or shall have been declared due and payable, all such money shall be applied to the payment of the principal and interest then due and unpaid upon the Subordinate Bonds, without preference or priority of principal or any redemption premium over interest or of interest over principal or any redemption premium, or of any installment of interest over any other installment of interest, or of any Subordinate Bond over any other Subordinate Bond, ratably, according to the amounts due respectively for principal and interest, to the Persons entitled thereto, without any discrimination or privilege.

(3) If the principal of all the Subordinate Bonds shall have been declared due and payable, and if such declaration shall thereafter have been rescinded and annulled under the provisions of this Article, then, subject to the provisions of subsection (2) above in the event that the principal of all the Subordinate Bonds shall later become due or be declared due and payable, the money shall be applied in accordance with the provisions of subsection (1) above.

Whenever money is to be applied by the Trustee pursuant to the provisions of this Section, such money shall be applied by it at such times, and from time to time, as the Trustee shall determine, having due regard to the amount of such money available for application and the likelihood of additional money becoming available for such application in the future. Whenever the Trustee shall apply such funds, it shall (i) 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 of principal to be paid on such dates shall cease to accrue and (ii) on or before such date set aside the money necessary to effect such application. The Trustee shall give to the Bondholders mailed notice of the deposit with it of any such money and of the fixing of any such date. Neither the Trustee nor any Paying Agent shall be required to make payment to the Holder of any Subordinate Bond until such Subordinate Bond shall be presented to the Trustee for appropriate endorsement or for cancellation if fully paid.

Whenever all Subordinate Bonds and interest thereon have been paid under the provisions of this Section 8.6, and all expenses and charges of the Trustee and the Issuer Fees and Expenses have been paid, any balance remaining shall be paid to the person entitled to receive the same pursuant to Section 12.9 hereof.

Whenever a majority in aggregate principal amount of the Outstanding Subordinate Bonds determine that no additional funds are likely to be received or collected by the Trustee, then the majority in aggregate principal amount of Outstanding Subordinate Bonds may notify the Trustee in writing of such determination and instruct the Trustee that the application of any money remaining after paying the expenses allowed under this Section 8.6, constitutes a final distribution of the Subordinate Bonds and the Subordinate Bonds will be cancelled and considered no longer Outstanding under this Subordinate Indenture, regardless of whether all the principal of, and interest on, the Subordinate Bonds has been paid in full.

Section 8.7. Remedies Vested in Trustee. All rights of action (including the right to file proof of claims) under this Subordinate Indenture or under any of the Subordinate Bonds may be enforced by the Trustee without the possession of any of the Subordinate Bonds or the production thereof in any trial or other proceedings relating thereto, and any such suit or proceeding instituted by the Trustee shall be brought in its name as Trustee without the necessity of joining as plaintiffs or defendants any Holders of the Subordinate Bonds, and any recovery or judgment shall be for the equal benefit of the Holders of the Outstanding Subordinate Bonds to the extent and in the manner provided herein. The Issuer and the Trustee hereby agree, without in any way limiting the effect and scope thereof, that the pledge and assignment hereunder to the Trustee of all rights included within the Trust Estate (excluding the Issuer's Unassigned Rights) shall constitute an agency appointment coupled with an interest on the part of the Trustee which, for all purposes of this Subordinate Indenture, shall be irrevocable and shall survive and continue in full force and effect notwithstanding the bankruptcy or insolvency of the Issuer or its default hereunder or on the Subordinate Bonds.

Section 8.8. Rights and Remedies of Holders. No Holder of any Subordinate Bond shall have any right to institute any suit, action or proceeding in equity or at law for the enforcement of this Subordinate Indenture, the Subordinate Loan Agreement, or for the execution of any trust hereof or any remedy hereunder or thereunder or for the appointment of a receiver, unless: (1) a default thereunder shall have become an Event of Default and the Holders of a majority in aggregate principal amount of the Subordinate

Bonds then Outstanding shall have made written request to the Trustee and shall have offered it reasonable opportunity either to proceed to exercise the powers hereunder granted or to institute such action, suit or proceeding in its own name; (2) such Holders shall have offered to indemnify the Trustee as provided in Section 9.1(11) hereof; and (3) the Trustee shall thereafter fail or refuse to exercise within a reasonable period of time the remedies hereunder granted, or to institute such action, suit or proceeding in its own name. 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 powers and trusts of this Subordinate Indenture, and to any action or cause of action for the enforcement of this Subordinate Indenture, the Subordinate Loan Agreement, or for the appointment of a receiver or for any other remedy hereunder; it being understood and intended that no one or more Holders of the Subordinate Bonds shall have any right in any manner whatsoever to affect, disturb or prejudice the lien of this Subordinate Indenture, by its, his, her, or their action or to enforce any right thereunder except in the manner herein provided, and that all proceedings at law or in equity shall be instituted, had and maintained in the manner herein provided and for the equal benefit of the Holders of all Subordinate Bonds then Outstanding, provided, however, that nothing herein shall be construed to preclude any Bondholder from enforcing, or impair the right of any Bondholder to enforce, the payment by the Trustee of principal of, and interest and premium, if any, on any Subordinate Bond of such Bondholder at or after its date of Maturity, if and to the extent that such payment is required to be made to such Bondholder by the Trustee from available funds in accordance with the terms hereof.

Section 8.9. Termination of Proceedings. In case the Trustee shall have proceeded to enforce any right under this Subordinate Indenture or the Subordinate Loan Agreement by the appointment of a receiver, by entry and possession or otherwise, and such proceedings shall have been discontinued or abandoned for any reason, or shall have been determined adversely to the Trustee, then and in every such case the Issuer and the Trustee shall be restored to their former positions and rights hereunder with respect to the property herein conveyed, and all rights, remedies and powers of the Trustee shall continue as if no such proceedings had been taken.

Section 8.10. Waiver of an Event of Default. The Trustee may (with prior written notice to the Issuer) waive any Event of Default and its consequences and shall do so upon written request of the Holders of a majority in aggregate principal amount of the Subordinate Bonds then Outstanding. No Event of Default giving rise to mandatory acceleration may be waived. No such waiver or rescission shall extend to any subsequent or other Events of Default, or impair any right consequent thereon.

Section 8.11. Borrower as Agent of Issuer; Proofs of Claims.

(1) No default under Section 8.1(4) hereof shall constitute an Event of Default until actual notice of such default by registered or certified mail shall be given by the Trustee to the Issuer and the Borrower, and the Issuer and the Borrower shall have had the time permitted by the applicable subsection after receipt of such notice to correct said default or cause said default to be corrected and the Issuer or Borrower shall not have corrected said default or caused said default to be corrected within said time.

(2) With regard to any alleged default concerning which notice is given to the Borrower under the provisions of this Section 8.11, the Issuer hereby names and appoints the Borrower as its attorney-in-fact and agent with full authority to perform any covenant or obligation of the Issuer alleged in said notice to constitute a default, in the name and stead of the Issuer with full power to do any and all things and acts to the same extent that the Issuer could do and perform any such things and acts and with power of substitution, provided that the Borrower shall give the Issuer notice of its intention so to perform on behalf of the Issuer, and provided further that the Issuer may at any time, by a writing addressed to the Borrower withdraw, limit or modify the appointment hereby made.

(3) In case of the pendency of any receivership, insolvency, liquidation, bankruptcy, reorganization, arrangement, adjustment, composition or other judicial proceeding relative to the Issuer, the Borrower or any other obligor upon the Subordinate Bonds or the property of the Issuer, the Trustee (irrespective of whether the principal of the Subordinate Bonds shall then be due and payable and irrespective of whether the Trustee shall have made any demand on the Issuer and/or the Borrower for the payment of overdue principal or interest) shall be entitled and empowered, by intervention of such proceeding or otherwise, to file and prove a claim for the whole amount of principal, premium, if any, and interest owing and unpaid in respect of the Subordinate Bonds then Outstanding and to file such other papers or documents as may be necessary or advisable in order to have the claims of the Trustee (including any claim for the reasonable compensation, expenses, disbursements and advances of the Trustee, its agents and counsel) and of the Bondholders allowed in such judicial proceeding, and to collect and receive any money or other property payable or deliverable on any such claims and to distribute the same; and any receiver, assignee, trustee, liquidator, sequestrator (or other similar official) in any such judicial proceeding is hereby authorized by each Bondholder to make such payments to the Trustee, and, in the event that the Trustee shall consent to the making of such payments directly to the Bondholders, to pay to the Trustee any amount due to it for the reasonable compensation, expenses, disbursements and advances of the Trustee, its agent and counsel.

(4) So long as Subordinate Bonds are Outstanding the Trustee is hereby appointed, and the successive respective Bondholders, by taking and holding the same, shall be conclusively deemed to have so appointed the Trustee, the true and lawful attorney in fact of the respective Bondholders, with authority to make or file, in the respective names of the Bondholders or on behalf of all Bondholders, as a class, any proof of debt, amendment to proof of debt, petition or other documents and to execute any other papers and documents and to do and perform any and all acts and things for and on behalf of all Bondholders as a class, as may be necessary or advisable in the opinion of the Trustee, in order to have the respective claim of the Bondholders against the Issuer, the Borrower or any other obligor allowed in receivership, insolvency, liquidation, bankruptcy or other proceeding, to which the Issuer, the Borrower or any other obligor, as the case may be, shall be a party. The Trustee shall have full power of substitution and delegation in respect of any such powers.

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ARTICLE 9

THE TRUSTEE

Section 9.1. Acceptance of the Trustee. The Trustee, prior to the occurrence of an Event of Default, undertakes to perform such duties and only such duties as are specifically set forth in this Subordinate Indenture, and no implied covenants or obligations should be read into this Subordinate Indenture against the Trustee. In case an Event of Default has occurred, the Trustee shall exercise such of the rights and powers vested in it by this Subordinate Indenture and use the same degree of care and skill in their exercise as a prudent person would exercise and use under the circumstances in the conduct of their own affairs. The Trustee shall not be liable for any action taken or omitted by it in the performance of its duties under this Subordinate Indenture except for such losses, damages or expenses which have been finally adjudicated by a court of competent jurisdiction to have directly resulted from its own gross negligence or willful misconduct, but in any such event, only upon and subject to the following express terms and conditions:

(1) The Trustee may execute any of the trusts or powers hereof and perform any of its duties by or through attorneys, agents, receivers, or employees, and shall not be answerable for the conduct of such attorneys, agents or receivers if appointed with due care, and shall be entitled to advice of counsel (who shall not be counsel for the Issuer or the Guarantor) concerning all matters hereof and duties hereunder, and may in all cases pay such reasonable compensation to any attorney, agent, receiver or employee retained or employed by it in connection herewith, to be reimbursed by the Borrower. The Trustee may act upon the opinion or advice of any attorney, surveyor, engineer or accountant selected by it in the exercise of reasonable care or, if selected or retained by the Issuer, approved by the Trustee in the exercise of such care, provided that the only legal advice or opinion that the Trustee may rely upon for purposes of securing advice or an opinion relating to the tax-exempt status of the Subordinate Bonds is given by Bond Counsel. The Trustee shall not be responsible for any loss or damage resulting from any action or nonaction in good faith in reliance upon such opinion; provided however, such opinion is also addressed to the Issuer and the Issuer is entitled to rely thereon.

(2) The Trustee shall have no duty to analyze or review any financial report received by the Trustee or express any opinion concerning the contents of any financial report, official statement or offering memorandum and shall have no responsibility for the contents or accuracy of such reports, official statement or offering memorandum. The Trustee shall not be responsible for any recital herein, or in the Subordinate Bonds (except with respect to the certificate of the Trustee endorsed on the Subordinate Bonds) or for the investment of money as herein provided, except as may be provided in Section 6.1 hereof, or for the validity of the execution by the Issuer of this Subordinate Indenture, or of any supplemental indentures or instruments of further assurance, or for the value, condition or sufficiency of any security for the Subordinate Bonds issued hereunder or intended to be secured hereby, the right, title or interest of the Issuer therein, or for the value of title of the property herein conveyed, if any, or otherwise as to the maintenance of the security hereof and except that in the event the Trustee enters into possession of a part or all of the property conveyed pursuant to any provisions of this Subordinate Indenture, it shall use due diligence in preserving such property. The Trustee shall not be responsible for the technical or financial feasibility of the Project, the compliance of the Project with the Act, or the tax-exempt status of the Bonds. The Trustee may, but shall be under no duty to, require of the Borrower full information and advice as to the performance of the covenants, conditions and agreements in the Subordinate Loan Agreement as to the condition of the Project and the performance of all other obligations thereunder and shall use its best efforts, but without any obligation, to advise the Issuer and the Borrower of any Event of Default actually known to the Trustee.

(3) The Trustee shall not be accountable for the use or application by the Issuer or the Borrower of any of the Subordinate Bonds or the proceeds thereof (except as herein expressly provided) or for the

use or application of any money paid over by the Trustee in accordance with the provisions of this Subordinate Indenture or for the use and application of money received by any Paying Agent or the sufficiency of said proceeds or cash flow to accomplish the intended objective of the financing. The Trustee may become the owner of Subordinate Bonds secured hereby with the same rights it would have if not Trustee.

(4) The Trustee shall be protected in acting upon any written notice, order, requisition, request, consent, financial statements or reports, certificate, opinion (including an opinion of Independent Counsel or Bond Counsel), affidavit, letter, telegram or other paper or document received by it, and furthermore, the Trustee shall have no duty to investigate or confirm such written notice, order, requisition, request, consent, certificate, opinion (including an opinion of Independent Counsel or Bond Counsel), affidavit, letter, telegram or other paper or document. Any action taken by the Trustee pursuant to this Subordinate Indenture upon the request or authority or consent of any person who at the time of making such request or giving such authority or consent is the Holder of any Subordinate Bond, shall be conclusive and binding upon all future Holders of the same Subordinate Bond and upon Subordinate Bonds issued in exchange therefor, upon transfer thereof, or in place thereof.

(5) As to the existence or non-existence of any fact or as to the sufficiency or authenticity of any instrument, paper or proceeding, the Trustee shall be entitled to rely upon a certificate of the Issuer signed by an Issuer Representative as sufficient evidence of the facts stated therein as the same appear from the books and records under the Issuer Representative's custody or control or are otherwise known to him or her.

(7) (6) The Trustee shall not be answerable except such losses, damages or expenses which have been finally adjudicated by a court of competent jurisdiction to have directly resulted from its own gross negligence or willful misconduct. The Trustee shall not be personally liable for any debts contracted or for damages to persons or to personal property injured or damaged, or for salaries or nonfulfillment of contracts during any period in which it may be in possession of or managing the real and tangible personal property as in this Subordinate Indenture provided.

(8) At any and all reasonable times, the Trustee, and its duly authorized agents, attorneys, experts, engineers, accountants and representatives, shall have the right fully, but not the responsibility or duty, to inspect any and all of the property comprising the Project, including all books and records.

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

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

(11) Before taking any action under this Subordinate Indenture, the Trustee may require that it be furnished with an indemnity bond satisfactory to the Trustee for the reimbursement of all expenses to which it may be put and to protect it against all liability except liability which has been fully adjudicated by a court of competent jurisdiction to have directly resulted from the gross negligence or willful misconduct of the Trustee.

(12) All money received by the Trustee, the Paying Agent or any Co-Paying Agent for the Subordinate Bonds shall, until used or applied or invested as herein provided, be held in trust for the purposes for which they were received but need not be segregated from other funds except to the extent required herein or by law. The Trustee, the Paying Agent, and any Co-Paying Agent shall not be under any liability for interest on any money received hereunder except such as may be agreed upon.

(13) The Trustee shall not be required to make any disbursement of funds until having collected funds. No provision of this Subordinate 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, if the Trustee shall have reasonable grounds for believing that repayment of such funds or adequate indemnity against such risk or liability is not reasonably assured to it.

(14) The Trustee makes no representation as to the validity or adequacy of this Subordinate Indenture or the Subordinate Bonds, shall not be accountable for the Issuer's use of the proceeds of the Subordinate Bonds or any money paid to the Issuer or upon the Issuer's direction under any provision hereof, shall not be responsible for the use or application of any money received by any Paying Agent other than the Trustee, and shall not be responsible for any statement or recital herein or any statement in the Subordinate Bonds or any other document in connection with the sale of the Subordinate Bonds or pursuant to this Subordinate Indenture other than its Certificate of Authentication.

(15) In no event shall the Trustee be liable for incidental, indirect, special, consequential or punitive damages or penalties (including but not limited to lost profits), even if the Trustee has been advised of the likelihood of such damages or penalty and regardless of the form of action.

(16) The Trustee shall not be required to take notice or be deemed to have notice of any default, except an Event of Default under Section 8.1(1) and (2) hereof, unless the Responsible Officer shall be notified of such default in writing by the Issuer, the Borrower or by the holders of a majority in aggregate principal amount of the Subordinate Bonds then Outstanding and all notices required to be delivered to the Trustee must, in order to be effective, be delivered at the designated corporate trust office of the Trustee and contain a reference to this Subordinate Indenture and the Subordinate Bonds and, in the absence of such notice so delivered, the Trustee may conclusively assume there is no default except as aforesaid.

(17) The duties and obligations of the Trustee shall be determined solely by the express provisions of this Subordinate Indenture, and the Trustee shall not be liable except for the performance of such duties and obligations as are specifically set forth in this Subordinate Indenture. No implied covenants or obligations shall be read into this Subordinate Indenture against the Trustee. Notwithstanding any provision herein, the Trustee shall have no duty or obligation to the Borrower except as may be expressly set forth in this Subordinate Indenture.

(18) The Trustee shall not be responsible or liable for any failure or delay in the performance of its obligations under this Subordinate Indenture arising or caused, directly or indirectly by circumstances beyond its reasonable control including, without limitation, acts of God; earthquakes; fire; flood; hurricanes or other storms; wars; terrorism; similar military disturbances; sabotage; epidemic; pandemic; riots; interruptions; loss or malfunctions of utilities, communications services; accidents; labor disputes; acts of civil or military authority or governmental action; it being understood that the Trustee shall use commercially reasonable efforts which are consistent with accepted practices in the banking industry to resume performance as soon as reasonably practicable under any such circumstances.

(19) 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 costs and expenses to which it may be put (including reasonable attorney's fees, costs and expenses) and to protect it against all liability resulting from any claims, judgments, damages, losses, penalties, fines, liabilities (including strict liability) and costs and expenses which may result from such foreclosure or other action (including reasonable attorney's fees, costs and expenses).

(20) At the expense of the Issuer or the Bondholders, the Trustee may consult with counsel (who shall not be counsel for the Borrower or the Guarantor) and the advice of such counsel or any opinion of Independent Counsel shall be full and complete authorization and protection in respect of any action taken, suffered or omitted by it hereunder in good faith and in reliance thereon; provided, however, such opinion is also addressed to the Issuer and the Issuer is entitled to rely thereon.

The permissive rights of the Trustee to do things enumerated in this Subordinate Indenture or the Subordinate Loan Agreement shall not be construed as duties or obligations. The Trustee shall only be responsible for the performance of the duties expressly set forth herein.

Section 9.2. Annual Report to Issuer of Principal Amount of Bonds Outstanding. No later than [July 31 of each year, commencing July 31, 2024], the Trustee shall deliver to the Issuer by electronic means, regular mail, telephone message, or hand delivery, a report stating the principal amount of the Subordinate Bonds Outstanding as of June 30 of such year. If July 31 does not fall on a Business Day, then the report shall be delivered on the next Business Day.

Section 9.3. Trustee's Fees, Charges and Expenses. The Trustee and any Paying Agent shall be entitled to payment and/or reimbursement for reasonable fees for services rendered hereunder, including Ordinary Trustee Fees and Expenses and Extraordinary Trustee Fees and Expenses and all advances, counsel fees and other expenses reasonably and necessarily made or incurred by the Trustee in and about the execution of the trusts created by this Subordinate Indenture and in and about the exercise and performance of the powers and duties of the Trustee hereunder and for the reasonable and necessary costs and expenses incurred in defending any liability in the premises of any character whatsoever (unless such liability is adjudicated to have resulted from the gross negligence or willful misconduct of the Trustee). The Trustee shall have the right to increase its fees as the cost of business dictates and as negotiated with the Borrower. Section 4.3 of the Subordinate Loan Agreement provides for the payment of said fees, advances, counsel fees, costs and expenses and reference is hereby made to the Subordinate Loan Agreement for such provisions, and the Issuer shall not otherwise be liable for the payment of such sums. Upon an Event of Default, but only upon an Event of Default, the Trustee shall have a first lien with right of payment prior to payment on account of interest on or principal or premium, if any, of any Subordinate Bond and upon the money received by it hereunder, for said fees, advances, counsel fees, costs and expenses incurred by it. Trustee fees and expenses are intended to constitute administrative expenses in bankruptcy.

Section 9.4. Notice to Holders of Default. If an Event of Default occurs of which the Trustee is by Section 8.1 hereof required to take notice or if written notice of Event of Default is given as therein provided, then the Trustee shall promptly give written notice thereof to the Bondholders.

Section 9.5. Intervention by Trustee. In any judicial proceeding to which the Issuer is a party and which in the opinion of the Trustee and its counsel has a substantial bearing on the interests of Holders of Subordinate Bonds, the Trustee may intervene on behalf of Holders and shall do so if requested in writing by the Holders of at least twenty-five percent (25%) of the aggregate principal amount of Outstanding Subordinate Bonds. The rights and obligations of the Trustee under this Section are subject to the approval of a court of competent jurisdiction in the premises.

Section 9.6. Successor Trustee. Any corporation, association or agency into which the Trustee may be converted or merged, or with which it may be consolidated, or to which it may sell or transfer its trust business and assets as a whole or substantially as a whole, or any corporation or association resulting from any such conversion, sale, merger, consolidation or transfer to which it is a party, ipso facto, shall be and become successor trustee and paying agent under this Subordinate Indenture and vested with all of the title to the Trust Estate, and all the trusts, powers, discretions, immunities, privileges and all other matters as was its predecessor, without the execution or filing of any instrument or any further act, deed or conveyance on the part of any of the parties hereto, anything herein to the contrary notwithstanding.

Section 9.7. Resignation by Trustee. The Trustee and any successor trustee may at any time resign from the trusts hereby created by giving thirty (30) days' written notice to the Issuer and to the Borrower and by first class mail to each Holder of Subordinate Bonds as shown on the Bond Register, and such resignation shall take effect upon the appointment of a successor trustee by the Holders or by the Issuer. Such notice to the Issuer and the Borrower may be served personally or sent by registered mail. If no successor trustee is appointed within thirty (3) days of the Trustee's resignation, the Trustee may petition a court of competent jurisdiction to appoint a replacement.

Section 9.8. Removal of Trustee. The Trustee may be removed at any time upon thirty (30) days' written notice by an instrument or concurrent instruments in writing delivered to the Trustee, to the Borrower and to the Issuer, and signed by the Holders of a majority in aggregate principal amount of then Outstanding Subordinate Bonds. Such removal shall only take effect upon the appointment of a successor trustee.

Section 9.9. Appointment of Successor Trustee. In case the Trustee shall resign or be removed, or be dissolved or shall be in course of dissolution or liquidation, or otherwise become incapable of acting hereunder, or in case it shall be taken under the control of any public officer or officers, or of a receiver appointed by a court, a successor may be appointed by the Holders of a majority in aggregate principal amount of the then Outstanding Subordinate Bonds, by an instrument or concurrent instruments in writing signed by such Holders, or by their attorney-in-fact, duly authorized. Nevertheless, in case of such vacancy the Issuer may (but shall not be obligated to) appoint a temporary trustee to fill such vacancy until a successor trustee shall be appointed by the Holders in the manner above provided, and any such temporary trustee so appointed by the Issuer shall immediately and without further act be superseded by the trustee so appointed by such Holders. Every such Trustee appointed pursuant to the provisions of this Section 9.9 shall be a trust company or bank having trust powers and having a reported capital and surplus not less than \$50,000,000, if there is such an institution willing, qualified and able to accept the trust upon reasonable or customary terms.

Section 9.10. Acceptance by Successor Trustees. Every successor trustee appointed hereunder shall execute, acknowledge and deliver to its predecessor, to the Borrower and also to the Issuer, an instrument in writing accepting such appointment hereunder, and thereupon such successor, without any further act, deed or conveyance shall become fully vested with all the estates, properties, rights, powers, trusts, duties and obligations of its predecessors as Trustee and Paying Agent, but such predecessor shall, nevertheless, on the written request of the Issuer, or of its successor trustee, execute and deliver an instrument transferring to such successor trustee all the estates, properties, rights, powers and trusts of such predecessor hereunder, and every predecessor Trustee shall deliver all securities and money held by it as Trustee hereunder to its successor. Should any instrument in writing from the Issuer be required by any successor trustee for more fully and certainly vesting in such successor the estates, rights, powers and duties hereby vested or intended to be vested in the predecessor trustee, any and all such instruments in writing shall, on request, be executed, acknowledged and delivered by the Issuer (at the sole cost and expense of the Borrower). The resignation of any Trustee and the instrument or instruments removing any Trustee and appointing a successor hereunder, together with all other instruments provided for in this Article, shall be

forthwith filed or recorded or both by the successor trustee in each recording office where this Subordinate Indenture shall have been filed or recorded or both.

Section 9.11. Right of Trustee to Pay Taxes and Other Charges. If any tax, assessment or governmental or other charge upon any part of the Trust Estate is not paid as required herein, the Trustee may pay such tax, assessment or charge, without prejudice, however, to any rights of the Trustee or the Bondholders hereunder arising in consequence of such failure, and any amount at any time so paid under this Section, or under the Subordinate Loan Agreement, with interest thereon (to the extent permitted by law) from the date of such payment until paid to the Trustee in full at a rate per annum equal to the prime rate, shall become so much additional indebtedness secured hereby, and the same shall be given a preference in payment over the principal of and the interest on, the Subordinate Bonds and shall be paid out of the revenues and receipts from the Trust Estate, if not otherwise caused to be paid. The Trustee shall not be under an obligation to make any such payment unless it shall have been requested to do so by the Holders of at least twenty-five percent (25%) in principal amount of the Subordinate Bonds then Outstanding and shall have been provided with sufficient money for the purpose of making such payment.

Section 9.12. Trustee Protected in Relying Upon Resolutions. The resolutions, orders, requisitions, opinions, certificates and other instruments provided for in this Subordinate Indenture may be accepted by the Trustee as conclusive evidence of the facts and conclusions stated therein and shall be full warrant, protection and authority to the Trustee.

Section 9.13. Successor Trustee as Custodian of Bond Fund and Paying Agent. In the event of a change in the office of the Trustee, the predecessor trustee which has resigned or been removed shall cease to be custodian of the funds described in Article 5 hereof and shall cease to act as the Paying Agent for principal and interest on the Subordinate Bonds, and the successor trustee shall be and become such custodian and Paying Agent.

Section 9.14. Co-Trustee. At any time or times, for the purpose of meeting any legal requirements of any jurisdiction in which any part of the Trust Estate may at the time be located, the Issuer and the Trustee shall have the power to appoint, and, upon the request of the Trustee or of the Holders of at least fifty-one percent (51%) in aggregate principal amount of the then Outstanding Subordinate Bonds, the Issuer shall (at the sole cost and expense of the Borrower) for such purpose join with the Trustee in the execution, delivery and performance of all instruments and agreements necessary or proper to appoint one or more persons approved by the Trustee either to act as co-trustee or co-trustees, jointly with the Trustee, of all or any part of the Trust Estate, or to act as separate trustee or separate trustees of all or any part of the Trust Estate, and to vest in such person or persons, in such capacity, such right to the Trust Estate or any part thereof, and such rights, powers, duties, trusts or obligations as the Issuer and the Trustee may consider necessary or desirable subject to the remaining provisions of this Section 9.14.

If the Issuer shall not have joined in such appointment within fifteen (15) days after the receipt by it of a request so to do, or in case an Event of Default shall have occurred and be continuing, the Trustee alone shall have power to make such appointment.

The Issuer shall (at the sole cost and expense of the Borrower) execute, acknowledge and deliver all such instruments as may be required by any such co-trustee or separate trustee for more fully confirming such title, rights, powers, trusts, duties and obligations to such co-trustee or separate trustee.

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

(1) The Subordinate Bonds shall be authenticated and delivered, and all rights, powers, trusts, duties and obligations by this Subordinate Indenture conferred upon the Trustee in respect of the custody, control or management of money, papers, securities and other personal property shall be exercised solely by the Trustee.

(2) All rights, powers, trusts, duties and obligations conferred or imposed upon the trustees shall be conferred or imposed upon and exercised or performed by the Trustee, or by the Trustee and such co-trustee or co-trustees or separate trustee or separate trustees jointly, as shall be provided in the instrument appointing such co-trustee or co-trustees or separate trustee or separate trustees, except to the extent that, under the law of any jurisdiction in which any particular act or acts are to be performed, the Trustee shall be incompetent or unqualified to perform such act or acts, in which event such act or acts shall be performed by such co-trustee or co-trustees or separate trustee or separate trustees.

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

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

(5) The Trustee at any time, by an instrument in writing, with the concurrence of the Issuer, may accept the resignation of or remove any co-trustee or separate trustee appointed under this Section 9.14, and, in case of a continuing Event of Default the Trustee shall have power to accept the resignation of, or remove, any such co-trustee or separate trustee without the concurrence of the Issuer. Upon the request of the Trustee, the Issuer shall (at the sole cost and expense of the Borrower) join with the Trustee in the execution, delivery and performance of all instruments and agreements necessary or proper to effectuate such resignation or removal. A successor to any co-trustee or separate trustee so resigned or removed may be appointed in the manner provided in this Section 9.14.

(6) The Trustee shall not be liable for any act or omission, in the absence of bad faith when the Trustee reasonably believes the act or failure to act is authorized and within its powers to perform under this Subordinate Indenture. No trustee hereunder shall be personally liable by reason of any act or omission of any other trustee hereunder.

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

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

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

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

Section 9.15. Obligation to Trustee as to Reporting. The Trustee shall, at the request of the Borrower, cause to be filed any reports lawfully required by any public agency to be filed under any applicable security laws and any other reports lawfully required by any public agency to be filed under the Act or any other applicable state law. For this purpose the Trustee is entitled to require the Borrower to cause to be furnished to the Trustee whatever information is necessary to comply with such reporting requirements at the Borrower's sole expense.

Section 9.16. Successor Paying Agent. The provisions of Sections 9.6 through 9.10 hereof with respect to removal, resignation and appointment of a successor trustee shall be equally applicable to resignation, removal and appointment of a successor to the Paying Agent. The Trustee shall be eligible for appointment as successor to the Paying Agent.

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ARTICLE 10

SUPPLEMENTAL INDENTURES

Section 10.1. Supplemental Indentures Not Requiring Consent of Bondholders. The Issuer and the Trustee may, from time to time and at any time, without the consent of, or notice to, any of the Holders, and when so required by this Subordinate Indenture shall, enter into an indenture or indentures supplemental to this Subordinate Indenture as shall not be inconsistent with the terms and provisions hereof (which supplemental indenture or indentures shall thereafter form a part hereof), so as to thereby (1) cure any ambiguity or formal defect or omission in this Subordinate Indenture or in any supplemental indenture; (2) grant to or confer upon the Trustee for the benefit of the Holders any additional rights, remedies, powers, authority or security that may lawfully be granted to or conferred upon the Holders or the Trustee; (3) more precisely identify the Trust Estate, or any other property which may become a part of the Trust Estate; (4) subject to the lien and pledge of this Subordinate Indenture additional revenues, properties or collateral; (5) evidence the appointment of a separate trustee or a co-trustee or the succession of a new Trustee and/or Paying Agent hereunder; (6) modify, eliminate and/or add to the provisions of this Subordinate Indenture to such extent as shall be necessary to prevent any interest on the Subordinate Bonds from becoming taxable under the federal income tax laws or to effect the qualification of this Subordinate Indenture under the Trust Indenture Act of 1939, as then amended, or under any similar Federal statute hereafter enacted, and to add to this Subordinate Indenture such other provisions as may be expressly permitted by said Trust Indenture Act of 1939, excluding however the provisions referred to in Section 316(a)(2) of said Trust Indenture Act of 1939; (7) make any other change which is required by any provision of this Subordinate Indenture or which is necessary to reconcile this Subordinate Indenture with the Subordinate Loan Documents, or any amendments thereto; or (8) make any other change which is necessary or desirable and will not materially prejudice any non-consenting Holder of a Subordinate Bond.

Section 10.2. Supplemental Indentures Requiring Consent of Holders. Exclusive of supplemental indentures covered by Section 10.1 hereof and subject to the terms and provisions contained in this Section, and not otherwise, the Trustee, upon receipt of an instrument evidencing the consent to the below-mentioned supplemental indenture by the Holders of not less than a majority of the aggregate principal amount of the then Outstanding Subordinate Bonds, shall join with the Issuer in the execution of such other indenture or indentures supplemental hereto as shall be deemed necessary and desirable for the purpose of modifying, altering, amending, adding to or rescinding, in any particular, any of the terms or provisions contained in this Subordinate Indenture or in any supplemental indenture, provided, however, that nothing herein contained shall permit or be construed as permitting (1) an extension of the maturity of the principal or of the interest on any Subordinate Bond issued hereunder; (2) a reduction in the principal amount of any Subordinate Bond or the rate of interest thereon or any premium thereon; (3) a privilege or priority of any Subordinate Bond or Subordinate Bonds over any other Subordinate Bond or Subordinate Bonds except as may be otherwise expressly provided herein; (4) a reduction in the aggregate principal amount of the Subordinate Bonds required for consent to such supplemental indenture; or (5) modifying any of the provisions of this Section without the consent of the Holders of seventy-five percent (75%) of the principal amount of all Subordinate Bonds adversely affected thereby (“75% Bondholders’ Consent”).

If at any time the Issuer shall request in writing the Trustee to enter into any such supplemental indenture for any of the purposes of this Section which does not require 75% Bondholders’ Consent, the Trustee shall, upon being satisfactorily indemnified with respect to expenses, cause notice of the proposed execution of such supplemental indenture to be mailed by first class mail, postage prepaid, to the Holders of the Subordinate Bonds at the addresses shown on the Bond Register. Such notice shall briefly set forth the nature of the proposed supplemental indenture and shall state that copies thereof are on file at the principal office of the Trustee for inspection by all Bondholders. The Trustee shall not, however, be subject to any liability to any Bondholder by reason of its failure to mail such notice to any particular Bondholder

if notice was generally mailed to Bondholders, and any such failure shall not affect the validity of such supplemental indenture when consented to and approved as provided in this Section. If the Holders of not less than a majority in aggregate principal amount of the then Outstanding Subordinate Bonds at the time of the execution of any such supplemental indenture shall have consented to and approved the execution thereof as herein provided, no Holder of any Subordinate Bond shall have any right to object to any of the terms and provisions contained herein or the operation thereof, or in any manner to question the propriety of the execution thereof, or to enjoin or restrain the Trustee or the Issuer from executing the same or from taking any action pursuant to the provisions thereof. Upon the execution of any such supplemental indenture as in this Section permitted and provided, this Subordinate Indenture shall be and is deemed to be modified and amended in accordance herewith.

Anything herein to the contrary notwithstanding, a supplemental indenture under this Article 10 which adversely affects the right of the Borrower under the Subordinate Loan Agreement shall not become effective unless and until the Borrower shall have consented (either in writing or by inaction as provided below) to the execution and delivery of such supplemental indenture. In this regard, the Trustee shall cause notice of the proposed execution and delivery of any such supplemental indenture, together with a copy of the proposed supplemental indenture, to be mailed by certified or registered mail to the Borrower and its investor limited partner at least thirty (30) days prior to the proposed date of execution and delivery of any such supplemental indenture. The Borrower shall be deemed to have consented to the execution and delivery of any such supplemental indenture if the Trustee does not receive (i) a letter signed by a Borrower Representative of protest or objection thereto or (ii) a letter signed by a representative of the investor limited partner of the Borrower of protest or objection thereto on or before 4:30 P.M., CST of the fifteenth day after the mailing of said notice and a copy of the proposed supplemental indenture to the Borrower unless such fifteenth day falls on a day which is not a Business Day, in which event the letter of objection must be received on the next succeeding Business Day.

Section 10.3. Rights of Trustee. If, in the opinion of the Trustee, any supplemental indenture provided for in this Article affects the rights, duties or immunities of the Trustee under this Subordinate Indenture or otherwise, the Trustee may, in its discretion, decline to execute such supplemental indenture, except to the extent that this may be required in the case of a supplemental indenture entered into under Section 10.1 hereunder. The Trustee shall be entitled to receive, and shall be fully protected in relying upon, an opinion of Independent Counsel as conclusive evidence that any such supplemental indenture conforms to the requirements of this Subordinate Indenture.

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ARTICLE 11

AMENDMENTS TO SUBORDINATE LOAN DOCUMENTS

Section 11.1. Amendments Not Requiring Bondholder Consent. The Issuer and/or the Trustee may, without the consent of or notice to the Bondholders, consent to any amendment, change or modification of the Subordinate Loan Documents:

- (1) which may be required or permitted without Bondholder consent by the provisions of the Subordinate Loan Documents or this Subordinate Indenture;
- (2) for the purpose of curing any ambiguity or formal defect or omission;
- (3) to reconcile the Collateral Documents or Subordinate Loan Documents with any amendment or supplement to this Subordinate Indenture; or
- (4) to effect any other change to the Subordinate Loan Documents which will not materially prejudice any non-consenting Holder of a Subordinate Bond.

Section 11.2 Amendments Requiring Bondholder Consent. Except for amendments, changes or modifications as provided in Section 11.1 hereof, neither the Issuer nor the Trustee shall consent to any other amendment, change or modification of the Subordinate Loan Documents, without the giving of notice and the written approval or consent of the Holders of not less than a majority in aggregate principal amount of the Subordinate Bonds then Outstanding given and procured as provided in this Section; provided that in no event shall such amendment, change or modification relieve the Borrower of the obligation under the Subordinate Loan Documents to make when and as due any payments required for the payment of principal, interest and any premium due or to become due on the Subordinate Bonds unless the consent of the Holders of all Subordinate Bonds adversely affected thereby is first secured.

If at any time the Issuer and the Borrower shall request the consent of the Trustee to any such proposed amendment, change or modification of any Subordinate Loan Document, the Borrower shall request consent of the Trustee to any such proposed amendment, change or modification, the Trustee shall, upon being indemnified to its satisfaction, determined in its sole and absolute discretion with respect to expenses (including reasonable attorneys' fees, costs and expenses), cause notice of such proposed amendment, change or modification to be given in the same manner as provided in Section 10.2 hereof with respect to supplemental indentures. Such notice shall briefly set forth the nature of such proposed amendment, change or modification and shall state that copies of the instrument embodying the same are on file at the principal office of the Trustee for inspection by all Holders. The Trustee shall not, however, be subject to any liability to any Holder by reason of its failure to mail such notice to any particular Bondholder if notice was generally mailed to Bondholders, and any such failure shall not affect the validity of such amendment, change or modification when consented to and approved as provided in this Section. If the Holders of not less than a majority in aggregate principal amount of the Subordinate Bonds then Outstanding at the time of the execution of any such amendment shall consent to the execution thereof as herein provided, no Holder of any Subordinate Bond shall have any right to object to any of the terms and provisions contained therein, or the operation thereof, or in any manner to question the propriety of the execution thereof, or to enjoin or restrain the Trustee or the Issuer from executing the same or from taking any action pursuant to the provisions thereof. Upon the execution of any such amendment, the affected Subordinate Loan Document shall be deemed to be modified and amended in accordance therewith. Without 75% Bondholder Consent, nothing in this Section contained shall permit or be construed as permitting any reduction in the payments required to be made (i) by Section 4.2 of the Subordinate Loan Agreement or (ii) permitting a reduction or change in the Stated Maturities of the Subordinate Bonds.

ARTICLE 12

MISCELLANEOUS PROVISIONS

Section 12.1. Consent of Holders. Any consent, request, direction, approval, objection or other instrument required by this Subordinate Indenture to be signed and executed by the Holders may be in any number of concurrent writings of similar tenor and must be signed or executed by such Holders in person or by agent appointed in writing. Proof of the execution of any such consent, request, direction, approval, objection or other instrument or of the writing appointing any such agent and of the ownership of Subordinate Bonds, if made in the following manner, shall be sufficient for any of the purposes of this Subordinate Indenture, and shall be conclusive in favor of the Trustee with regard to any action taken by it under such request or other instrument, namely:

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

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

Section 12.2. Third Party Beneficiaries; Rights Under Indenture. Each of the Indemnified Parties, other than the Issuer and the Trustee, are intended third party beneficiaries of this Subordinate Indenture. With the exception of rights herein expressly conferred, nothing expressed or mentioned in or to be implied from this Subordinate Indenture or the Subordinate Bonds is intended or shall be construed to give any person or company other than the parties hereto, the Indemnified Parties, and the Bondholders, any legal or equitable right, remedy, or claim under or in respect to this Subordinate Indenture or any covenants, conditions and provisions herein contained; this Subordinate Indenture and all of the covenants, conditions and provisions hereof being intended to be and being for the sole and exclusive benefit of the parties hereto, the Indemnified Parties, and the Holders of the Subordinate Bonds hereby secured as herein provided.

Section 12.3. Meetings of Bondholders.

(1) A meeting of Bondholders may be called at any time and from time to time pursuant to this Section to facilitate any of the following purposes:

(a) to give any notice to the Issuer, the Borrower or the Trustee, or to give any directions to the Trustee, or to consent to the waiving of any default under this Subordinate Indenture, or to take any other action authorized to be taken by the Bondholders under this Subordinate Indenture;

(b) to remove the Trustee or to appoint a successor trustee pursuant to Sections 9.7 and 9.8 hereof;

(c) to consent to the execution of a supplemental indenture pursuant to Section 10.2 hereof, or to consent to the execution of an amendment, change or modification of any Related Loan Document pursuant to Section 11.2 hereof; or

(d) to take any other action authorized to be taken by or on behalf of the Holders of any specified aggregate principal amount of the Subordinate Bonds under any other provision of this Subordinate Indenture or under applicable law.

(2) Meetings of Bondholders may be held at such place or places as the Trustee or, in case of its failure to act, the Bondholders calling the meeting, shall from time to time determine.

(3) The Trustee may at any time call a meeting of Bondholders to be held at such time and at such place as the Trustee shall determine. Notice of every meeting of Bondholders setting forth the time and the place of such meeting and in general terms the action proposed to be taken at such meeting, shall be mailed by first class mail, postage prepaid, to the Holders of the Subordinate Bonds at the address shown on the Bond Register. Any failure of the Trustee to mail such notice to a particular Bondholder, or any defect therein shall not, however, in any way impair or affect the validity of any such meeting if notice was generally mailed to Bondholders. In the event that the Holders of at least ten percent (10%) in aggregate principal amount of the Outstanding Subordinate Bonds shall have requested the Trustee to call a meeting of the Bondholders by written request setting forth in reasonable detail the action proposed to be taken at the meeting, and the Trustee shall not have accomplished the mailing of notice of such meeting within twenty (20) days after receipt of such request, then such Bondholders may determine the time and the place for such meeting and may call such meeting to take any action authorized in subsection (1) above by giving notice of such meeting in accordance with the provisions of this subsection (3).

(4) To be entitled to vote at any meeting of Bondholders, a person shall be a Holder of one or more Subordinate Bonds Outstanding, or a person appointed by an instrument in writing as proxy for a Bondholder by such Bondholder. The only persons who shall be entitled to be present or to speak at any meeting of Bondholders shall be the persons entitled to vote at such meeting and their counsel and any representatives of the Trustee, Borrower, and Issuer and their counsel.

(5) Notwithstanding any other provisions of this Subordinate Indenture, the Trustee may make such reasonable regulations as it may deem advisable for any meeting of Bondholders in regard to proof of the ownership of Subordinate Bonds and of the appointment of proxies and in regard to the appointment and duties of inspectors of votes, the submission and examination of proxies, certificates and other evidence of the right to vote, and such other matters concerning the conduct of the meeting as it shall deem appropriate. Except as otherwise permitted or required by any such regulations, the ownership of Subordinate Bonds shall be proved in the manner specified in Section 12.1 hereof and the appointment of any proxy shall be proved in the manner specified in said Section or by having the signature of the person executing the proxy witnessed or guaranteed by any bank, banker or trust company authorized by said Section to certify to the ownership of Subordinate Bonds:

(a) The Trustee or, if the Bondholders have called the meeting, the Bondholders shall, by an instrument in writing, appoint a temporary chairperson of the meeting. A permanent chairperson and a permanent secretary of the meeting shall be elected by vote of the Holders of a majority of the Subordinate Bonds represented at the meeting and entitled to vote.

(b) At any meeting such Bondholder or proxy shall be entitled to one vote for each \$5,000 of principal amount of Outstanding Subordinate Bonds owned or represented by him or her, provided, however, that no vote shall be cast or counted at any meeting in respect of any Subordinate Bond challenged as not Outstanding and ruled by the chairperson of the meeting to be not Outstanding. The chairperson of the meeting shall have no right to vote, except as a Bondholder or proxy.

(c) At any meeting of Bondholders, the presence of persons owning or representing Subordinate Bonds in an aggregate principal amount sufficient under the appropriate provision of this Subordinate Indenture to take action upon the business for the transaction of which such meeting was called shall constitute a quorum. Any meeting of Bondholders duly called pursuant to this Section may be adjourned from time to time by vote of the Holders (or proxies for the Holders) of a majority of the Subordinate Bonds represented at the meeting and entitled to vote, whether or not a quorum shall be present, and the meeting may be held as so adjourned without further notice.

(6) The vote upon any resolution submitted to any meeting of Bondholders shall be by written ballots on which shall be subscribed the signatures of the Bondholders or of their proxies and the number or numbers of the Subordinate Bonds Outstanding held or represented by them. The permanent chairperson of the meeting shall appoint two (2) inspectors of votes who shall count all votes cast at the meeting for or against any resolution and who shall make and file with the secretary of the meeting their verified written reports in triplicate of all votes cast at the meeting. A record, at least in triplicate, of the proceedings of each meeting of Bondholders shall be prepared by the secretary of the meeting. The original reports of the inspectors of votes on any vote by ballot taken at such meeting, and affidavits by one or more persons having knowledge of the facts setting forth a copy of the notice of the meeting and showing that said notice was published or mailed as provided in this Section shall be attached to such record. Each copy shall be signed and verified by the affidavits of the permanent chairperson and secretary of the meeting and one (1) such copy shall be delivered to the Issuer, another to the Borrower and another to the Trustee to be preserved by the Trustee, which copy shall have attached thereto the ballots voted at the meeting. Any record so signed and verified shall be conclusive evidence of the matters therein stated.

(7) At any time prior to the preparation of the record of the meeting in accordance with the terms of this Section for delivery to the Trustee evidencing the taking of any action by the Holders of the percentage in aggregate principal amount of the Subordinate Bonds specified in this Subordinate Indenture in connection with such action, any Holder of a Subordinate Bond the number of which is included in the Subordinate Bonds, the Holders of which have consented to such action, may, by filing written notice with the Trustee at its designated corporate trust office and upon proof of holding as provided in Section 12.1 hereof, revoke such consent so far as it concerns such Subordinate Bond. Except as aforesaid, any such consent given by the Holder of any Subordinate Bond shall be conclusive and binding upon such Holder and upon all future Holders and owners of such Subordinate Bond and of any Subordinate Bond issued in exchange therefor, upon transfer thereof, or in lieu thereof, irrespective of whether or not any notation in regard thereto is made upon such Subordinate Bond. Any action taken by the Holders of the percentage in aggregate principal amount of the Subordinate Bonds specified in this Subordinate Indenture in connection with such action shall be conclusively binding upon the Issuer, the Borrower, the Trustee and the Holders of all the Subordinate Bonds.

Section 12.4. Severability. If any provision of this Subordinate Indenture shall be held or deemed to be or shall, in fact, be inoperative or unenforceable as applied in any particular case in any jurisdiction or jurisdictions or in all jurisdictions or in all cases because it conflicts with any provisions of any constitution or statute or rule of public policy, or for any other reason, such circumstances shall not have the effect of rendering the provision in question inoperative or unenforceable in any other case or circumstance, or of rendering any other provisions herein contained invalid, inoperative or unenforceable to any extent whatever.

The invalidity of any phrase, sentence, clause or paragraph in this Subordinate Indenture contained shall not affect the remaining portions of this Subordinate Indenture or any part thereof.

Section 12.5. Notices. All notices, certificates or other communications hereunder shall be in writing (except as otherwise expressly provided herein) and shall be sufficiently given and shall be deemed given when mailed by first class mail, postage prepaid, with proper address as indicated below. The Issuer, the Borrower, the Bondholders and the Trustee may, by written notice given by each to the others, designate any address or addresses to which notices, certificates or other communications to them shall be sent when required as contemplated by this Subordinate Indenture. Until otherwise provided by the respective parties, all notices, certificates and communications to each of them shall be addressed as follows:

To the Issuer: Manor Housing Public Facility Corporation
105 E. Eggleston Street
Manor, Texas 78653
Attn: General Manager

With a copy to: Bickerstaff Heath Delgado Acosta LLP
1601 S. MoPac Expressway
Austin, Texas 78746
Attention: Gregory Miller
Telephone: (512) 472-8021
Email: gmillers@bickerstaff.com

To the Borrower: Manor Leased Housing Associates I, Limited Partnership

c/o Dominion Development & Acquisition, LLC
4835 Lyndon B Johnson Fwy, Suite 1000
Dallas, Texas 75244
Attn: Neal M. Route and Mark S. Moorhouse

with copies to: Winthrop & Weinstine P.A.
(which copy shall not constitute notice to Borrower)
225 South Sixth Street, Suite 3500
Minneapolis, Minnesota 55402-4629
Attention: Jeffrey S. Drennan, Esq.
Email: jdrennan@winthrop.com
Telephone: (612) 604-6730

To the Colliers: Colliers Securities LLC

90 South Seventh Street, Suite 4300
Minneapolis, Minnesota 55402

Attention: Frank J. Hogan, Senior Vice President To the Trustee: BOKF, NA
1401 McKinney, Suite 1000
Houston, Texas 77010
Attn: Rosalyn Davis

Section 12.6. Required Approvals. Consents and approvals required by this Subordinate Indenture to be obtained from the Borrower, the Issuer or the Trustee shall be in writing and shall not be unreasonably withheld or delayed.

Section 12.7. Counterparts. This Subordinate Indenture may be simultaneously executed in several counterparts, each of which shall be an original and all of which shall constitute but one and the same instrument.

Section 12.8. Limitation of Liability of Issuer Indemnified Parties.

(1) Reliance by Issuer on Facts or Certificates. Anything in this Subordinate Indenture to the contrary notwithstanding, it is expressly understood and agreed by the parties hereto that the Issuer may rely conclusively on the truth and accuracy of any certificate, opinion, notice, or other instrument furnished to the Issuer by the Trustee or the Borrower as to the existence of any fact or state of affairs required hereunder to be noticed by the Issuer.

(2) Immunity of Issuer Indemnified Parties. No recourse shall be had for the enforcement of any obligation, covenant, promise, or agreement of the Issuer contained in this Subordinate Indenture, any other Issuer Documents, or in any Subordinate Bond or for any claim based hereon or otherwise in respect hereof or upon any obligation, covenant, promise, or agreement of the Issuer contained in any agreement, instrument, or certificate executed in connection with the Project or the issuance and sale of the Subordinate Bonds, against any of the Issuer Indemnified Parties, whether by virtue of any Constitutional provision, statute, or rule of law, or by the enforcement of any assessment or penalty or otherwise; it being expressly agreed and understood that no personal liability whatsoever shall attach to, or be incurred by, any of the Issuer Indemnified Parties, either directly or by reason of any of the obligations, covenants, promises, or agreements entered into by the Issuer with the Borrower or the Trustee, or to be implied therefrom as being supplemental hereto or thereto, and that all personal liability of that character against each and every Issuer Indemnified Party (to the extent any such liability exists) is, by the execution of the Subordinate Bonds, this Subordinate Indenture, and the other Issuer Documents, and as a condition of, and as part of the consideration for, the execution of the Subordinate Bonds, this Subordinate Indenture, and the other Issuer Documents, is expressly waived and released.

(3) No Pecuniary Liability of Issuer. No agreements or provisions contained herein, or any agreement, covenant, or undertaking by the Issuer in connection with the Project or the issuance, sale, remarketing, and/or delivery of the Subordinate Bonds shall give rise to any pecuniary liability of the Issuer or a charge against its general credit, or shall obligate the Issuer financially in any way, except as may be payable from the revenues pledged hereby for the payment of the Subordinate Bonds and their application as provided in this Subordinate Indenture. No failure of the Issuer to comply with any term, covenant, or agreement contained in the Subordinate Bonds, this Subordinate Indenture or the Subordinate Loan Agreement, or in any document executed by the Issuer in connection with the Project or the issuance and sale of the Subordinate Bonds, shall subject the Issuer to liability for any claim for damages, costs, or other financial or pecuniary charge, except to the extent the same can be paid or recovered from the revenues pledged for the payment of the Subordinate Bonds. Nothing herein shall preclude a proper party in interest from seeking and obtaining, to the extent permitted by law, specific performance against the Issuer for any failure to comply with any term, condition, covenant, or agreement herein; provided that no costs, expenses,

or other monetary relief shall be recoverable from the Issuer, except as may be payable from the revenues pledged under this Subordinate Indenture for the payment of the Subordinate Bonds. No provision, covenant, or agreement contained herein, or any obligations imposed upon the Issuer, or the breach thereof, shall constitute an indebtedness of the Issuer within the meaning of any State constitutional or statutory limitation or shall constitute or give rise to a charge against the Issuer's general credit. In making the agreements, provisions, and covenants set forth in this Subordinate Indenture, the Issuer has not obligated itself, except with respect to the application of the revenues pledged in this Subordinate Indenture for the payment of the Subordinate Bonds.

THE SUBORDINATE BONDS, THE PREMIUM IF ANY, AND THE INTEREST THEREON ARE SPECIAL LIMITED OBLIGATIONS OF THE ISSUER PAYABLE EXCLUSIVELY FROM THE TRUST ESTATE. THE SUBORDINATE BONDS DO NOT CONSTITUTE A DEBT OR A LOAN OF CREDIT OR A PLEDGE OF THE FULL FAITH AND CREDIT OR TAXING POWER OF THE ISSUER, THE STATE, OR OF ANY POLITICAL SUBDIVISION THEREOF, WITHIN THE MEANING OF ANY STATE CONSTITUTIONAL PROVISION OR STATUTORY LIMITATION AND SHALL NEVER CONSTITUTE NOR GIVE RISE TO A PECUNIARY LIABILITY OF THE ISSUER, THE STATE OR ANY POLITICAL SUBDIVISION THEREOF. THE SUBORDINATE BONDS SHALL NOT CONSTITUTE, DIRECTLY OR INDIRECTLY, OR CONTINGENTLY OBLIGATE OR OTHERWISE CONSTITUTE A GENERAL OBLIGATION OF OR A CHARGE AGAINST THE GENERAL CREDIT OF THE ISSUER, BUT SHALL BE SPECIAL LIMITED OBLIGATIONS OF THE ISSUER PAYABLE SOLELY FROM THE SOURCES DESCRIBED HEREIN, BUT NOT OTHERWISE. THE ISSUER HAS NO TAXING POWER.

NO RECOURSE SHALL BE HAD FOR THE PAYMENT OF THE PRINCIPAL OF OR PREMIUM, IF ANY, OR INTEREST ON THE SUBORDINATE BONDS AGAINST ANY PAST, PRESENT, OR FUTURE OFFICER, DIRECTOR, PROGRAM MANAGER, MEMBER, COUNSEL, ADVISOR, EMPLOYEE, CONTRACTOR, CONSULTANT, EXECUTIVE DIRECTOR OR AGENT OF THE ISSUER, OR OF ANY SUCCESSOR TO THE ISSUER, AS SUCH, EITHER DIRECTLY OR THROUGH THE ISSUER OR ANY SUCCESSOR TO THE ISSUER, UNDER ANY RULE OF LAW OR EQUITY, STATUTE, OR CONSTITUTION OR BY THE ENFORCEMENT OF ANY ASSESSMENT OR PENALTY OR OTHERWISE, AND ALL SUCH LIABILITY OF ANY SUCH OFFICERS, DIRECTORS, PROGRAM MANAGERS, MEMBERS, COUNSEL, ADVISORS, EMPLOYEES, CONTRACTORS, CONSULTANTS, EXECUTIVE DIRECTORS OR AGENTS, AS SUCH, IS HEREBY EXPRESSLY WAIVED AND RELEASED AS A CONDITION OF AND CONSIDERATION FOR THE EXECUTION AND ISSUANCE OF THE SUBORDINATE BONDS.

Section 12.9. Amounts Remaining in Funds. Upon expiration or sooner termination of the Subordinate Loan Agreement as provided therein and after adequate provision has been made to discharge the Subordinate Bonds in accordance with Article 7 hereof and make all other payments required hereunder and under the Subordinate Loan Agreement, the Trustee forthwith shall, pay all remaining amounts in the funds established in Article 5 hereof to the Borrower.

Section 12.10. Electronic Signatures. The parties agree that the electronic signature of a party to this Subordinate Indenture shall be as valid as an original signature of such party and shall be effective to bind such party to this Subordinate Indenture, and furthermore, the Trustee shall bear no liability for reliance on any electronic signature. For purposes hereof, (i) "electronic signature" means a manually signed original signature that is then transmitted by electronic means; and (ii) "transmitted by electronic means" means sent in the form of a facsimile or sent via the internet as a portable document format ("pdf") or other replicating image attached to an electronic mail or internet message. The Trustee agrees to accept and act upon instructions or directions pursuant to this Indenture sent in writing or by electronic means. If a party elects to give the instructions by electronic means, the Trustee may deem such instructions controlling. The

Trustee shall not be liable for any losses, costs or expenses arising directly or indirectly from the Trustee's reliance upon and compliance with such instructions notwithstanding such instructions conflict or are inconsistent with a subsequent written instruction. The Issuer agrees to assume all risks arising out of the use of such electronic means to submit instructions and directions to the Trustee, including without limitation the risk of the Trustee acting on unauthorized instructions, and the risk of interception and misuse by third parties.

Section 12.11. Governing Law. This Subordinate Indenture and the Subordinate Bonds shall be governed by and construed in accordance with the laws and judicial decisions of the State, without reference to any choice of law principles except as such laws may be preempted by any federal rules, regulations and laws applicable to the Issuer. The parties hereto expressly acknowledge and agree that any judicial action to interpret or enforce the terms of this Subordinate Indenture against the Issuer shall be brought and maintained in the District Court of Travis County, Texas, the United States Western District Court, or any United States Bankruptcy Court in any case involving the Borrower, the Guarantor or the Project.

Section 12.12. Reserved.

Section 12.13. Survival. Notwithstanding the payment in full of the Subordinate Bonds, the discharge of this Subordinate Indenture, the termination or expiration of the Subordinate Loan Agreement, and the resignation or removal of the Trustee, all provisions in this Subordinate Indenture concerning (a) the tax-exempt status of the Subordinate Bonds (including, but not limited to provisions concerning rebate), (b) the interpretation of this Subordinate Indenture, (c) the governing law, (d) the forum for resolving disputes, (e) the Issuer's right to rely on facts or certificates, (f) the indemnity of the Issuer Indemnified Parties and Trustee Indemnified Parties from liability (pecuniary or otherwise) and their rights to receive payment and or reimbursement with respect thereto, (g) the Trustee's right to receive its Ordinary Trustee Fees and Expenses and Extraordinary Trustee Fees and Expenses, and (h) the lack of pecuniary liability of the Issuer and the State, including without limitation all obligations of the Borrower under Sections 7.4, 7.7, 7.8, 10.10, 10.12, 10.13, and 10.14 of the Subordinate Loan Agreement, shall survive and remain in full force and effect.

(The remainder of this page is intentionally left blank.)

IN WITNESS WHEREOF, the Issuer and the Trustee have executed this Subordinate Indenture of Trust as of the date and year first written above.

**MANOR HOUSING PUBLIC FACILITY
CORPORATION**, as Issuer

By: _____
Scott Moore, General Manager

(Subordinate Indenture of Trust – Tower Road Apartments, Series 2024)

Execution page of the Trustee to the Subordinate Indenture of Trust, dated as of the date and year first written above.

BOKF, NA

By: _____
Rosalyn Davis, Vice President

(Subordinate Indenture of Trust – Tower Road Apartments, Series 2024)

EXHIBIT A

FORM OF SUBORDINATE BOND

THIS SUBORDINATE BOND MAY ONLY BE TRANSFERRED, IN WHOLE OR IN PART, (I) TO A QUALIFIED INSTITUTIONAL BUYER AS DEFINED IN RULE 144A PROMULGATED UNDER THE SECURITIES ACT OF 1933, AS AMENDED (THE “SECURITIES ACT”) (A “QUALIFIED INSTITUTIONAL BUYER”), (II) TO AN “ACCREDITED INVESTOR” WITHIN THE MEANING OF RULE 501(A) OF REGULATION D PROMULGATED UNDER THE SECURITIES ACT (AN “ACCREDITED INVESTOR”), (III) TO A PERSON WHO QUALIFIES AS A QUALIFIED INSTITUTIONAL BUYER IN A TRANSACTION COMPLYING WITH RULE 144A, PURCHASING FOR ITS OWN ACCOUNT OR FOR THE ACCOUNT OF A QUALIFIED INSTITUTIONAL BUYER TO WHOM NOTICE IS GIVEN THAT THE RESALE OR OTHER TRANSFER IS BEING MADE IN RELIANCE ON RULE 144A AND PROVIDED THIS SUBORDINATE BOND CARRIES A UNIQUE IDENTIFYING NUMBER (CUSIP NUMBER) LIMITED TO QUALIFIED INSTITUTIONAL BUYERS AND ARE TRADED AT DTC IN THE DTC PORTAL RESTRICTED TO RULE 144A SECURITIES AND QUALIFIED INSTITUTIONAL BUYERS, OR (IV) BY A DEPOSIT OR SALE OF THIS SUBORDINATE BOND IN OR TO A TRUST OR CUSTODIAL ENTITY OR ARRANGEMENT, OR ANY REPURCHASE TRANSACTION OR OTHER SECURED LENDING TRANSACTION IN WHICH TITLE, RIGHTS, OR INTEREST IN THIS SUBORDINATE BOND ARE GRANTED TO A BUYER OR TRANSFEREE, WITH RESPECT TO WHICH, IN EACH SALE, EACH OF THE BENEFICIAL OWNERS OF WHICH ARE THE TYPE OF INVESTORS DESCRIBED IN (I) OR (II).

No. R-1

\$_____

MANOR HOUSING PUBLIC FACILITY CORPORATION
SUBORDINATE MULTIFAMILY HOUSING REVENUE BOND
(TOWER ROAD APARTMENTS), SERIES 2024

<u>Interest Rate</u>	<u>Maturity Date</u>	<u>Date of Original Issue</u>	<u>CUSIP Number</u>
7.00% Current Interest Rate and 7% Accrual Interest Rate	May 1, 2064	[, 2024]	

REGISTERED HOLDER: CEDE & CO.

PRINCIPAL AMOUNT: FOUR MILLION AND NO/100 (\$4,000,000)

(1) KNOW ALL PERSONS BY THESE PRESENTS that the Manor Housing Public Facility Corporation, Texas public facility corporation (the “Issuer”), for value received, hereby promises to pay (but only out of the revenues and other assets pledged under the Subordinate Indenture (hereinafter defined)) to the registered holder named above, or registered assigns, but from the Available Revenue and other Trust Money pledged under the Subordinate Indenture of Trust, dated as of October __, 2024 (the “Subordinate Indenture”), between the Issuer and BOKF, NA, as trustee (the “Trustee”), and upon

presentation and surrender hereof at the designated corporate trust office of the Trustee named below, the principal sum specified above, on the maturity date specified above, or, if this Subordinate Bond is prepayable as stated below from Available Revenue which include amounts that are required to be paid under the terms of the Guaranty, or a prior date on which it shall have been duly called for redemption, and to pay interest on said principal sum to the Record Date Holder hereof, as defined below, (i) monthly on the first day of each month, commencing [December] 1, 2024 (each an "Interest Payment Date") as described in the Subordinate Indenture, the Current Interest Rate Amount, and (ii) each May 1, commencing after the Deferred Developer Fee is paid in full, the Accrual Interest Rate Amount, as described in the Subordinate Indenture. All capitalized terms used in this Subordinate Bond and not defined herein shall have the meanings granted to them in the Subordinate Indenture. All accrued interest until the principal sum is paid or discharged at the rate per annum specified above shall be computed on the basis of a three hundred sixty (360) day year consisting of twelve (12) thirty (30) day months. The Accrual Interest Rate shall accrue on a simple basis and any unpaid Accrual Interest Rate Amount shall not compound.

This Subordinate Bond shall bear interest from the Date of Original Issue set forth above, or in the case of transfer or exchange, from the most recent Interest Payment Date to which interest has been paid or provided for. The "Record Date Holder" is the person in whose name this Subordinate Bond is registered in the Bond Register maintained by the Trustee named below or its successor in trust (the "Registered Holder" or "Holder" hereof) on the fifteenth day of the calendar month next preceding each Interest Payment Date, whether or not such day is a Business Day. Interest shall be payable by check or draft mailed to the Registered Holder at his or her address as it appears on the Bond Register on the Record Date, except as otherwise provided in the Subordinate Indenture.

The principal of and interest and premium, if any, on this Subordinate Bond are payable in lawful money of the United States of America. Upon notice to the Trustee accompanied by proper wire instructions, any Holder of Subordinate Bonds in an aggregate principal amount equal to or greater than \$500,000 may elect to be paid the interest on such Subordinate Bonds payable on any Interest Payment Date by Federal Reserve System wire transfer in immediately available funds to any bank in the United States which is a member of the Federal Reserve System and specified by such Holder.

Interest not timely paid or duly provided for will be paid by check mailed to the person in whose name this Subordinate Bond is registered on the Bond Register at the close of business on a date (the "Special Record Date") fixed by the Trustee, notice of which is to be mailed to all Bondholders.

Capitalized terms used herein that are otherwise not defined shall have the meanings assigned such terms in the Subordinate Indenture.

(2) This Subordinate Bond is one of an issue designated as the Subordinate Multifamily Housing Revenue Bonds (Tower Road Apartments), Series 2024 (the "Subordinate Bonds"), in the original aggregate principal amount of \$4,000,000, all of like nominal date of original issue and tenor, except as to number, amount, rate, and redemption privilege, issued in accordance with the Subordinate Indenture, pursuant to the provisions of Chapter 303 of the Texas Local Government Code (the "Act"). The Subordinate Bonds are equally and ratably secured and entitled to the protection of the Subordinate Indenture. The proceeds from the sale of the Subordinate Bonds will be used to make a loan to Manor Leased Housing Associates I, Limited Partnership, a Texas limited partnership (the "Borrower"), in order to finance and/or refinance, as applicable, a portion of the costs of: (a) the acquisition, construction, development, improvement, equipping and/or operating of a qualified residential rental facility (including improvements and facilities which are functionally related and subordinate thereto), which is expected to be comprised of approximately 324 units (a portion of which will be set aside for occupancy by low- to moderate-income tenants and common space amenities situated at 12100 Tower Road, Manor, Texas 78653; (b) paying capitalized interest on the Subordinate Bonds, if any; and (c) paying fees, expenses and

costs incurred in connection with the authorization, issuance and sale of such Subordinate Bonds (collectively, the “Project”). The Borrower has agreed under a Subordinate Loan Agreement, dated as of October 1, 2024 (the “Loan Agreement”), between the Issuer and the Borrower, to repay all amounts necessary to repay the Subordinate Bonds, together with interest thereon, in amounts and at times sufficient to pay the principal of, premium, if any, and interest on the Subordinate Bonds as the same shall become due and payable (the “Basic Payments”). Pursuant to the Subordinate Indenture, the Issuer has assigned and pledged to the Trustee, for the equal and ratable benefit of the Holders of the Subordinate Bonds, the Basic Payments due under the Subordinate Loan Agreement. By a Subordinate Leasehold Deed of Trust, Assignment of Rents and Leases, Security Agreement and Fixture Filing (with Power of Sale), dated as of October ___, 2024 (the “Subordinate Mortgage”), from the Borrower in favor of the Trustee, the Borrower has granted to the Trustee a subordinate mortgage lien on and security interest in substantially all of the real and personal property comprising the Project (the “Mortgaged Property”). The Borrower, the Issuer, the Trustee, and BOKF, NA, as fiscal agent (the “Fiscal Agent”) with respect to the Senior Note, have entered into a Regulatory Agreement and Declaration of Restrictive Covenants of even date herewith (the “Regulatory Agreement”) requiring the Borrower to comply with certain requirements of federal and state law relating to the operation of the Project as a multifamily rental housing project. Proceeds of the Subordinate Bonds will be disbursed to or for the benefit of the Borrower pursuant to the Subordinate Indenture and the Subordinate Loan Agreement.

(3) Reference is hereby made to the Subordinate Loan Agreement, the Subordinate Indenture, the Subordinate Mortgage, and the Regulatory Agreement, including all indentures supplemental thereto, for a description of the Mortgaged Property, the provisions, among others, with respect to the nature and extent of the security, the rights of the Issuer, and the rights, duties and obligations of the Borrower, the Trustee and the Holders of the Subordinate Bonds and the terms upon which the Subordinate Bonds are issued and secured.

(4) To the extent Available Revenue and other Trust Money is not sufficient to pay the Interest Rate Amount due on an Interest Payment Date, such amount shall not compound. Except for the payment due on Maturity, the obligation to make payments of the Interest Rate Amount is subject to the requirements of Section 5.5 of the Subordinate Indenture and it shall not be an event of default under the Subordinate Bonds to the extent that failure to make a payment is due to lack of Surplus Cash to make such payments. Subject to the preceding sentence, in the event any payment is not made as required by Section 5.5 of the Subordinate Indenture, the payment not made shall continue as an obligation until the amount not paid shall have been fully paid. To the extent permitted by law, interest on any overdue payment required by the Subordinate Indenture shall be paid at the Default Rate.

(5) The Subordinate Bonds are subject to redemption prior to maturity as provided in Section 3.1 of the Subordinate Indenture.

(6) In the case of any partial redemption of the Subordinate Bonds, the particular Bonds to be redeemed shall be selected by the Trustee by lot and the Subordinate Bonds shall be redeemed in the principal amounts specified in the Subordinate Indenture. Any Subordinate Bond which is to be redeemed only in part shall be surrendered to the Trustee (i) for payment of the Redemption Price (including accrued interest thereon to the Redemption Date) of the portion thereof called for redemption and (ii) for exchange for Subordinate Bonds in any Authorized Denomination in aggregate principal amount equal to the unredeemed portion of such Subordinate Bond without charge therefor.

(7) Notice of redemption shall be mailed at least twenty (20) days but not more than sixty (60) days prior to the date fixed for redemption to each Registered Holder of a Subordinate Bond to be redeemed. All Bonds so called for redemption, provided funds for their redemption have been duly deposited, will cease to bear interest on the specified Redemption Date and (except for the purpose of payment) shall no

longer be protected by the Subordinate Indenture and shall not be deemed Outstanding under the Subordinate Indenture, and shall thereafter be payable solely from the funds provided for payment.

Notwithstanding the foregoing, notice of any redemption pursuant to Section 3.1(1) of the Subordinate Indenture may provide that the redemption is conditioned on the deposit of sufficient moneys for payment of the Redemption Price on or prior to the Redemption Date. If the notice is conditioned upon moneys being on deposit with the Trustee in an amount sufficient to pay the Redemption Price on the Redemption Date, the notice shall state such condition and that such redemption shall not be effective unless such condition is met.

(8) In addition to the foregoing, if under certain circumstances an Event of Default, as defined in the Subordinate Indenture, shall occur, the principal of all the Subordinate Bonds and all interest accrued thereon may, without prior notice to the Bondholders, be declared due and payable in the manner and with the effect provided in the Subordinate Loan Agreement and Indenture and the Interest Rate on the Subordinate Bonds may adjust to the Defaulted Rate.

(9) This Subordinate Bond and the series of which it forms a part are issued pursuant to and in full compliance with the Constitution and laws of the State, including the Act, and pursuant to resolutions adopted and approved by the Board of Directors of the Issuer on October 16, 2024, which resolutions authorized the financing of the Project and the execution and delivery of the Subordinate Indenture, and the issuance of the Subordinate Bonds as special, limited obligations payable solely from Available Revenue (as defined in the Subordinate Indenture) derived from the Subordinate Loan Agreement except that under certain circumstances the Subordinate Bonds may be payable from Subordinate Bond proceeds. The Subordinate Loan repayments under the Subordinate Loan Agreement are scheduled to be sufficient to pay the principal of, premium, if any, and interest on the Subordinate Bonds as the same become due and payable and are to be paid to the Trustee for the account of the Issuer and credited to the Bond Fund as a special trust fund account created by the Issuer and have been and are hereby pledged for that purpose.

(10) THE SUBORDINATE BONDS, THE PREMIUM IF ANY, AND THE INTEREST THEREON IS A SPECIAL LIMITED OBLIGATION OF THE ISSUER, PAYABLE EXCLUSIVELY FROM THE TRUST ESTATE. THIS SUBORDINATE BOND DOES NOT CONSTITUTE A DEBT OR A LOAN OF CREDIT OR A PLEDGE OF THE FULL FAITH AND CREDIT OR TAXING POWER OF THE ISSUER, THE STATE, OR OF ANY POLITICAL SUBDIVISION THEREOF, WITHIN THE MEANING OF ANY STATE CONSTITUTIONAL PROVISION OR STATUTORY LIMITATION AND SHALL NEVER CONSTITUTE NOR GIVE RISE TO A PECUNIARY LIABILITY OF THE ISSUER, THE STATE, OR OF ANY POLITICAL SUBDIVISION THEREOF. THIS SUBORDINATE BOND SHALL NOT CONSTITUTE, DIRECTLY OR INDIRECTLY, OR CONTINGENTLY OBLIGATE OR OTHERWISE CONSTITUTE A GENERAL OBLIGATION OF OR A CHARGE AGAINST THE GENERAL CREDIT OF THE ISSUER, BUT SHALL BE A SPECIAL LIMITED OBLIGATION OF THE ISSUER PAYABLE SOLELY FROM THE SOURCES DESCRIBED IN THE SUBORDINATE INDENTURE, BUT NOT OTHERWISE. THE ISSUER HAS NO TAXING POWER.

NO RECOURSE SHALL BE HAD FOR THE PAYMENT OF THE PRINCIPAL OF OR PREMIUM, IF ANY, OR INTEREST ON THIS SUBORDINATE BOND AGAINST ANY PAST, PRESENT, OR FUTURE OFFICER, DIRECTOR, EXECUTIVE DIRECTOR, PROGRAM MANAGER, MEMBER, COUNSEL, ADVISOR, CONTRACTOR, CONSULTANT, EMPLOYEE OR AGENT OF THE ISSUER, OR OF ANY SUCCESSOR TO THE ISSUER, AS SUCH, EITHER DIRECTLY OR THROUGH THE ISSUER OR ANY SUCCESSOR TO THE ISSUER, UNDER ANY RULE OF LAW OR EQUITY, STATUTE, OR CONSTITUTION OR BY THE ENFORCEMENT OF ANY ASSESSMENT OR PENALTY OR OTHERWISE, AND ALL SUCH LIABILITY OF ANY SUCH OFFICERS, DIRECTORS, EXECUTIVE DIRECTORS, PROGRAM MANAGERS, MEMBERS,

COUNSEL, ADVISORS, CONTRACTORS, CONSULTANTS, EMPLOYEES OR AGENTS, AS SUCH, IS HEREBY EXPRESSLY WAIVED AND RELEASED AS A CONDITION OF AND CONSIDERATION FOR THE EXECUTION AND ISSUANCE OF THIS SUBORDINATE BOND.

(11) The Registered Holder of this Subordinate Bond shall have no right to enforce the provisions of the Subordinate Indenture or to institute action to enforce the covenants therein, or to take any action with respect to any Event of Default under the Subordinate Indenture, or to institute, appear in or defend any suit or other proceedings with respect thereto, except as provided in the Subordinate Indenture. Modifications or alterations of the Subordinate Indenture, or of any indenture supplemental thereto, may be made only to the extent and in the circumstances permitted by the Subordinate Indenture.

(12) With the consent of the Issuer, the Borrower and the Trustee, as appropriate, and to the extent permitted by and as provided in the Subordinate Indenture, the terms and provisions of the Subordinate Indenture, the Subordinate Loan Agreement, or of any instrument supplemental thereto relating to the Subordinate Bonds, may be modified or altered by the consent of the Registered Holders of at least a majority in aggregate principal amount of the Subordinate Bonds then Outstanding thereunder.

(13) The Subordinate Indenture also contains provisions permitting Holders of a majority in aggregate principal amount of the Subordinate Bonds at the time Outstanding, on behalf of all the Holders of all the Subordinate Bonds, to waive compliance by the Issuer with certain provisions of the Subordinate Indenture and certain past defaults under the Subordinate Indenture and their consequences. Any such consent or waiver by the Registered Holder of this Subordinate Bond shall be conclusive and binding upon such Registered Holder and on all future Registered Holders of this Subordinate Bond and of any Subordinate Bond issued in lieu hereof whether or not notation of such consent or waiver is made upon this Subordinate Bond.

(14) The Subordinate Bonds are issued as fully registered Subordinate Bonds without coupons in the Authorized Denominations. The Subordinate Bonds are interchangeable for one or more Subordinate Bonds in Authorized Denominations and of the same series, aggregate principal amount, interest rate and maturity date, upon surrender thereof by the Holder at the principal office of the Trustee, in the manner and subject to the limitations provided in the Subordinate Indenture. The Issuer, the Trustee and any additional paying agents may deem and treat the Registered Holder hereof as the absolute owner hereof (whether or not this Subordinate Bond shall be overdue) for the purpose of receiving payment of or on account of principal hereof and interest (except as otherwise hereinabove provided with respect to the Record Date) due hereon and for all other purposes, and the Issuer, the Trustee and any additional paying agents shall not be affected by any notice to the contrary.

(15) Subject to the limitations provided in the Subordinate Indenture, this Subordinate Bond is only transferable by the Registered Holder hereof upon surrender of this Subordinate Bond for transfer at the designated corporate trust office of the Trustee, duly endorsed or accompanied by a written instrument or instruments of transfer in the form printed on this Subordinate Bond or in another form satisfactory to the Trustee and executed and with guaranty of signature by the Registered Holder hereof or such Registered Holder's attorney duly authorized in writing, containing written instructions as to the details of the transfer of the Subordinate Bond. Thereupon the Issuer shall execute (if necessary, and at the sole cost and expense of the Borrower) and the Trustee shall authenticate and deliver, in exchange for this Subordinate Bond, one or more new Subordinate Bonds in the name of the transferee (but not registered in blank or to "bearer" or a similar designation), of an Authorized Denomination, in aggregate principal amount equal to the principal amount of this Subordinate Bond, of the same maturity, and bearing interest at the same rate.

(16) No service charge shall be made to the Registered Holder for any registration, transfer or exchange hereinbefore referred to, but the Trustee may require payment of a sum sufficient to cover any

tax, fee or other governmental charge that may be imposed in connection with any transfer or exchange of Subordinate Bonds, other than exchanges expressly provided in the Subordinate Indenture to be made without charge to Bondholders.

(17) IT IS HEREBY CERTIFIED, RECITED AND DECLARED that all acts, conditions and things required to exist, to happen and to be performed precedent to and in the execution and delivery of the Subordinate Indenture and the issuance of this Subordinate Bond do exist, have happened and have been performed in due time, form and manner, as required by law, and that the issuance of this Subordinate Bond and the series of which it forms a part, together with all other obligations of the Issuer, does not exceed or violate any constitutional or statutory limitation.

(18) This Subordinate Bond shall not be valid or become obligatory for any purpose or be entitled to any security or benefit under the Subordinate Indenture unless the Certificate of Authentication hereon shall have been executed by the Trustee.

IN WITNESS WHEREOF, the Issuer has caused this Subordinate Bond to be executed by the manual or facsimile signature of its Executive Director and by the manual signature of a Responsible Officer of the Trustee acting as authenticating agent.

**MANOR HOUSING PUBLIC FACILITY
CORPORATION**, as Issuer

By: _____
Scott Moore, General Manager

CERTIFICATE OF AUTHENTICATION

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

Date of Authentication: _____, 2024

BOKF, NA, as Trustee

By: _____
Authorized Signer

ASSIGNMENT

For value received, the undersigned hereby sells, assigns and transfers unto _____ the within Subordinate Bond and does hereby irrevocably constitute and appoint attorney to transfer the Subordinate Bond on the books kept for the registration thereof, with full power of substitution in the premises.

Dated: _____

Notice: The assignor's signature to this assignment must correspond with the name as it appears upon the face of the within Subordinate Bond in every particular, without alteration or any change whatever.

Signature Guaranteed:

Signature(s) must be guaranteed by a member of a Medallion Signature Program.

The Trustee will not effect transfer of this Subordinate Bond unless the information concerning the transferee requested below is provided.

Name and Address: _____

(Include information for all joint owners if the Subordinate Bond is held by joint account)

Insert social security or other identifying number of Transferee

EXHIBIT B

FORM OF DEFERRED DEVELOPER FEE CERTIFICATION

BOKF, NA
Corporate Trust Services
1401 McKinney, Suite 1000
Houston, Texas 77010
Attn: Rosalyn Davis

Manor Housing Public Facility Corporation
Manor, Texas

Re: \$_____ Manor Housing Public Facility Corporation Subordinate Multifamily
 Housing Revenue Bonds (Tower Road Apartments) Series 2024

Manor Leased Housing Development I, LLC, a Minnesota limited liability company, hereby certifies that as of _____, the Deferred Developer Fee (as defined in the Subordinate Indenture of Trust, dated October 1, 2024, between the Manor Housing Public Facility Corporation and BOKF, NA) owed Manor Leased Housing Development I, LLC, a Minnesota limited liability company, has been paid in full.

Manor Leased Housing Associates I, Limited Partnership,
a Texas limited partnership

By: MHPFC TRGP1 LLC,
a Teas limited liability company
Its: General Partner

By: Manor Housing Public Facility Corporation
Its: Sole Member

By: _____
Name:
Its: