

**Ballard Second Draft
October 9, 2024**

CONTINUING DISCLOSURE AGREEMENT

between

**MANOR LEASED HOUSING ASSOCIATES I, LP,
as the Borrower,**

and

**BOKF, NA,
as Dissemination Agent**

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**

This instrument drafted by:

Ballard Spahr LLP (BWJ)
2000 IDS Center
80 South 8th Street
Minneapolis, Minnesota 55402

CONTINUING DISCLOSURE AGREEMENT

This Continuing Disclosure Agreement (the “Disclosure Agreement”), dated as of October 1, 2024, is executed and delivered by Manor Leased Housing Associates I, LP, a Texas limited partnership (the “Borrower”) and BOKF, NA (in such capacity, the “Dissemination Agent”) in connection with the issuance by the Manor Housing Public Facility Corporation (the “Issuer”), a public facility corporation, organized under Chapter 303 of the Texas Local Government Code (the “Act”), of its Subordinate Multifamily Housing Revenue Bonds (Tower Road Apartments), Series 2024 (the “Subordinate Bonds” or the “Series 2024 Bonds”), in the original aggregate principal amount of \$4,000,000. The Subordinate Bonds are being issued pursuant to a Subordinate Indenture of Trust, dated as of October 1, 2024 (the “Subordinate Indenture”), between the Issuer and BOKF, NA, as trustee (in such capacity, the “Trustee”). The proceeds of the Subordinate Bonds are being loaned by the Issuer to the Borrower pursuant to a Loan Agreement, dated as of October 1, 2024 (the “Subordinate Loan Agreement”), between the Issuer and the Borrower. The Borrower and the Dissemination Agent hereby covenant and agree as follows:

Section 1. Purpose of the Disclosure Agreement. The Borrower expects the sale of the Subordinate Bonds to be exempt from the provisions of Rule 15c2-12(b)(5) adopted by the Securities and Exchange Commission under the Securities Exchange Act of 1934, as the same may be amended from time to time (the “Rule”), based upon that the Subordinate Bonds are being issued in minimum authorized denominations of \$100,000 and placed with no more than 35 institutions that are “qualified institutional buyers” under the federal securities laws. Purchasers of the Subordinate Bonds will be required to execute an investor letter and it is not anticipated that there will be more than 35 holders of the Subordinate Bonds. Colliers Securities LLC has acted as placement agent in connection with the placement of the Subordinate Bonds.

The Borrower and the Dissemination Agent are entering into this Disclosure Agreement for the benefit of the registered owners of the Subordinate Bonds. The Borrower and the Dissemination Agent acknowledge that the Issuer has undertaken no responsibility with respect to any reports, notices or disclosures provided or required under this Disclosure Agreement, and has no liability to any person, including any registered owner of the Subordinate Bonds, with respect to any such reports, notices or disclosures.

Section 2. Definitions. In addition to the definitions set forth in the Subordinate Indenture, which apply to any capitalized term used in this Disclosure Agreement unless otherwise defined in this Section, the following capitalized terms shall have the following meanings:

“Annual Report” means any Annual Report provided by the Borrower pursuant to, and as described in, Sections 3 and 4 of this Disclosure Agreement.

“Disclosure Report” means any Annual Report or Quarterly Report, as applicable.

“Disclosure Representative” shall mean any authorized representative of the general partner of the Borrower or his or her designee, or such other person as the Borrower shall designate from time to time.

“Dissemination Agent” means BOKF, NA, acting in its capacity as Dissemination Agent hereunder, or any successor Dissemination Agent designated in writing by the Borrower and which has filed with the Trustee a written acceptance of such designation.

“EMMA®” means the Electronic Municipal Market Access (EMMA®) system administered by the MSRB and the primary portal for complying with the continuing disclosure requirements of the Rule (Website: <http://emma.msrb.org/>).

“Events Notice” means a notice of a Listed Event.

“Financial Obligation” means a (i) debt obligation; (ii) derivative instrument entered into in connection with, or pledged as security or a source of payment for, an existing or planned debt obligation; or (iii) a guarantee of (i) or (ii). The term Financial Obligation shall not include municipal securities as to which a final official statement has been provided to the MSRB consistent with the Rule.

“GAAP” means generally accepted accounting principles, consistently applied.

“Issuer” means the Manor Housing Public Facility Corporation, its successors and assigns.

“Listed Events” means any of the events listed in Section 5(a) of this Disclosure Agreement.

“MSRB” means the Municipal Securities Rulemaking Board, its successors and assigns.

“Quarterly Report” shall mean the unaudited financial information and operating data required to be provided pursuant to, and as described in, Sections 3 and 4 of this Disclosure Agreement.

“Repository” means EMMA® and any successor thereto.

“Rule” means Rule 15c2-12(b)(5) adopted by the SEC under the Securities Exchange Act of 1934, as the same may be amended from time to time.

“SEC” means the Securities and Exchange Commission, its successors and assigns.

“Significant Bondholder” means a Beneficial Owner of \$1,000,000 or more of the Subordinate Bonds.

Section 3. Provision of Annual Reports and Quarterly Reports.

(a) (1) *Annual Reports.* Not later than one hundred twenty (120) days after the end of the Borrower’s fiscal year, commencing with the fiscal year ended December 31, 2027, the Borrower shall provide to the Repository, or shall cause the Dissemination Agent to provide to the Repository, an Annual Report which is consistent with the requirements of Section 4 of this Disclosure Agreement. If the Dissemination Agent is to provide any such Annual Report to the Repository, not later than five (5) Business Days prior to said date, the Borrower shall provide the Annual Report to the Dissemination Agent, including a certificate in substantially the form attached hereto as EXHIBIT A. The Dissemination Agent’s obligation to deliver the information at the times and with the contents described above shall be limited to the extent the Borrower has provided such information to the Dissemination Agent as required hereby. In each case, the Annual Report may be submitted as a single document or as separate documents comprising a package, and may cross-reference other information as provided in Section 4 of this Disclosure Agreement; provided that the audited financial statements of the Borrower may be submitted separately from the balance of the Annual Report and later than the date required above for the filing of the Annual Report if the audited financial statements are not available by that date, but the unaudited financial information available on such date is submitted. The Annual Report shall be provided at least annually notwithstanding a fiscal year longer than twelve (12) calendar months. The Borrower may change its current fiscal year, but must notify the Issuer and the Repository or any other filing system approved by the SEC, of each such change within thirty (30) days after the later of the adoption of

a new fiscal year and the end of the fiscal year that occurs before the former fiscal year would have ended.

(2) *Quarterly Reports.* On or before forty-five (45) days after the end of each fiscal quarter (each a “Quarterly Submission Date”), commencing with the calendar quarter ending December 31, 2027, the Borrower shall provide to the Repository, or shall cause the Dissemination Agent to provide to the Repository, certain unaudited financial information relating to the Borrower as specified in Section 4(b) hereof (the “Quarterly Reports”). If the Dissemination Agent is to provide any such Quarterly Report to the Repository, not later than five (5) Business Days prior to said date, the Borrower shall provide the Quarterly Report to the Dissemination Agent, including a certificate in substantially the form attached hereto as EXHIBIT B. The Dissemination Agent’s obligation to deliver the information at the times and with the contents described above shall be limited to the extent the Borrower has provided such information to the Dissemination Agent as required hereby. In each case, the Quarterly Report may be submitted as a single document or as separate documents comprising a package, and may cross-reference other information as provided in Section 4 of this Disclosure Agreement.

(b) As soon as is practicable after the completion of any of the disclosure reports required by paragraph (a) (collectively referred to as the “Disclosure Reports”), the Borrower shall provide the Dissemination Agent with a copy (which may be by electronic transfer) of each Disclosure Report as requested. The Dissemination Agent shall, at the Borrower’s cost, transmit the information contained in the Disclosure Reports to each Significant Bondholder, at their written request, and to the Issuer, at its written request. The Dissemination Agent shall have no duty regarding such information other than to retain any such information that it receives and to transmit same in accordance with this Disclosure Agreement.

(c) If the Borrower does not provide to the Dissemination Agent a copy of a Disclosure Report by the applicable dates required in Section 3(a) above, the Dissemination Agent shall send a notice to the Borrower and the Repository, in substantially the form attached as EXHIBIT C unless the Dissemination Agent receives notice that the Borrower filed the Disclosure Reports directly with the Repository as provided for in the following sentence. In the event that the Borrower files the Disclosure Reports directly with the Repository on or before the dates required in Section 3(a) above, the Borrower shall promptly provide the Dissemination Agent with a certification, or other documentation reasonably required by the Dissemination Agent, that the filing of the Disclosure Report was made in a timely manner on or before the date required herein and such filing contained the information required by this Disclosure Agreement.

Section 4. Content of Disclosure Reports. The Borrower’s Annual Report shall contain or incorporate by reference the following:

(a) *Annual Reports.* The Borrower’s Annual Report shall contain or incorporate by reference the following:

(i) The audited financial statements of the Borrower for such fiscal year, prepared in accordance with generally accepted accounting principles promulgated by the Financial Accounting Standards Board, or, if and to the extent such financial statements have not been prepared in accordance with such generally accepted accounting principles for reasons beyond the reasonable control of the Borrower, noting the discrepancies therefrom and the effect thereof, and certified as to accuracy and completeness in all material respects by a fiscal officer of the Borrower, and

(ii) The certificate attached hereto as EXHIBIT A along with the operating information specifically identified on EXHIBIT A.

(b) *Unaudited Financial Statements in lieu of Audited Financial Statements.* Notwithstanding the foregoing paragraph, if the audited financial statements are not available by the date specified in Section 3(a)(1) above, the Borrower shall provide on or before such date unaudited financial statements in the format required for the audited financial statements as part of the Annual Report and the Borrower shall provide the audited financial statements promptly when available, provided that the Borrower shall not be required by the provisions of this Disclosure Agreement to obtain an audit, but is required to file the audit as herein contemplated if one is otherwise prepared.

(c) *Quarterly Reports.* The Quarterly Report shall contain unaudited financial statements of the Borrower for such fiscal quarter consisting of at least unaudited statements of financial position (balance sheets and income statements) as of the end of such calendar quarter, each prepared by or at the direction of the Borrower in accordance with accounting principles consistently applied.

(d) *Incorporation by Reference.* Any or all of the Disclosure Reports may be incorporated by reference from other documents, including official statements, which have been submitted to the Repository. If the Disclosure Report information is changed or this Disclosure Agreement is amended in accordance with its terms, then the Borrower is to include in the next Disclosure Report to be delivered thereunder, to the extent necessary, an explanation of the reasons for the amendment and the effect of any change in the type of financial information or operating data provided.

Section 5. Reporting of Listed Events.

(a) The Borrower agrees to provide or cause to be provided, in a timely manner not in excess of ten (10) Business Days, to the Repository or to any other filing system approved by the SEC, notice of the occurrence of any of the following events (the "Listed Events" or each a "Listed Event") with respect to the Subordinate Bonds:

- (1) Principal and interest payment delinquencies;
- (2) Non-payment related defaults, if material;
- (3) Unscheduled draws on debt service reserves reflecting financial difficulties;
- (4) Unscheduled draws on credit enhancements reflecting financial difficulties;
- (5) Substitution of credit or liquidity providers, or their failure to perform;
- (6) Adverse tax opinions, the issuance by the Internal Revenue Service of proposed or final determinations of taxability, Notices of Proposed Issue (IRS Form 5701-TEB) or other material notices or determinations with respect to the tax status of the security, or other material events affecting the tax status of the security;
- (7) Modifications to rights of security holders, if material;
- (8) Subordinate Bond calls, if material, and tender offers;
- (9) Defeasances;

- (10) Release, substitution, or sale of property securing repayment of the securities, if material;
- (11) Rating changes;
- (12) Bankruptcy, insolvency, receivership or similar event of the obligated person;
- (13) The consummation of a merger, consolidation, or acquisition involving an obligated person or the sale of all or substantially all of the assets of the obligated person, other than in the ordinary course of business, the entry into a definitive agreement to undertake such an action or the termination of a definitive agreement relating to any such actions, other than pursuant to its terms, if material;
- (14) Appointment of a successor or additional trustee or the change of name of a trustee, if material;
- (15) Incurrence of a Financial Obligation of the obligated person, if material, or agreement to covenants, events of default, remedies, priority rights, or other similar terms of a Financial Obligation of the obligated person, any of which affect security holders, if material; and
- (16) Default, event of acceleration, termination event, modification of terms, or other similar events under the terms of a Financial Obligation of the obligated person, any of which reflect financial difficulties.

(b) Each notice shall prominently state the date, title and (to the extent less than all of the Subordinate Bonds are affected by the related material event) CUSIP numbers of the affected Subordinate Bonds. The Borrower may from time to time choose to provide notice of the occurrence of certain other events, in addition to those listed above.

(c) If the Dissemination Agent has been instructed in writing by the Borrower to report the occurrence of a Listed Event, the Dissemination Agent shall file a notice of such occurrence with the Repository. Notwithstanding the foregoing, the Borrower is solely responsible for providing notice to the Repository within ten (10) days of any occurrence of the Listed Events.

Section 6. EMMA®. The SEC has designated the EMMA® system operated by the MSRB as the nationally recognized municipal securities information repository and the exclusive portal for complying with continuing disclosure requirements of the Rule. Until the EMMA® system is amended or altered by the MSRB or the SEC, the Borrower or the Dissemination Agent, as applicable, shall make all filings required under this Disclosure Agreement solely with EMMA®.

Section 7. Termination of Reporting Obligation. The Borrower's obligations under this Disclosure Agreement shall terminate upon the legal defeasance, prior redemption or payment in full of all of the Subordinate Bonds. If the Borrower's obligations under the Subordinate Loan Agreement are assumed in full by some other entity, such person shall be responsible for compliance with this Disclosure Agreement in the same manner as if it were the Borrower, and the original Borrower shall have no further responsibility hereunder.

Section 8. Dissemination Agent. The Borrower has engaged the Dissemination Agent to assist the Borrower in disseminating information hereunder; provided, however, the duty to make or cause to be made the disclosures herein is that of the Borrower, and not that of the Trustee or the Dissemination Agent. In its actions under this Disclosure Agreement, the Dissemination Agent is acting not as Trustee, but as the

Borrower's agent; provided that the Dissemination Agent shall be entitled to the same protection in so acting under this Disclosure Agreement as it has in acting as Trustee under the Subordinate Indenture as fully as if the applicable provisions of the Subordinate Indenture were set forth herein. The Dissemination Agent shall, within fifteen (15) Business Days of receipt of any Disclosure Report and within three (3) Business Days receipt of an Events Notice, forward such information to the Repository and/or the MSRB or any other filing system approved by the SEC, as appropriate. The Borrower may discharge the Dissemination Agent or any successor Dissemination Agent with or without appointing a successor Dissemination Agent. The Dissemination Agent does not have any duty to review the materials described in this paragraph prior to disseminating such materials or any obligation to investigate whether a Listed Event has occurred.

Section 9. Amendment; Waiver. Notwithstanding any other provision of this Disclosure Agreement, the Borrower and the Dissemination Agent may amend this Disclosure Agreement (and the Dissemination Agent may agree to any reasonable amendment so requested by the Borrower) and any provision of this Disclosure Agreement may be waived, if such amendment or waiver is supported in writing by an opinion of counsel experienced in federal securities laws selected by the Borrower to the effect that such amendment or waiver would not, in and of itself, cause the agreements herein to violate the Rule if such amendment or waiver had been effective on the date hereof but taking into account any subsequent change in or official interpretation of the Rule.

The Borrower shall provide notice of each amendment or waiver to the Repository or any other filing system approved by the SEC. The initial Annual Report provided by the Borrower after the amendment or waiver shall explain, in narrative form, the reasons for the amendment or waiver and the effect of the change in the type of operating data or financial information being provided.

Section 10. Additional Information. Nothing in this Disclosure Agreement shall be deemed to prevent the Borrower from disseminating any other information, using the means of dissemination set forth in this Disclosure Agreement or any other means of communication, or including any other information in any Disclosure Report, or notice of occurrence of a Listed Event, in addition to that which is required by this Disclosure Agreement. If the Borrower chooses to include any information in any Disclosure Report or an Events Notice in addition to that which is specifically required by this Disclosure Agreement, the Borrower shall have no obligation under this Disclosure Agreement to update such information or include it in any future Disclosure Report or Events Notice.

Section 11. Enforceability and Remedies. This Disclosure Agreement shall be enforceable by or on behalf of any such Holder of the Subordinate Bonds, provided that the right of any Holder to challenge the timely filing, failure to file or the adequacy of the information furnished pursuant to this Disclosure Agreement shall be limited to an action by or on behalf of Holders representing at least 25% of the aggregate outstanding principal amount of the Subordinate Bonds. The parties hereto acknowledge that this Disclosure Agreement is also enforceable on behalf of the Holders of the Subordinate Bonds by the Trustee, and the Trustee may, and upon the written direction of the Holders of not less than 25% of the aggregate outstanding principal amount of the Subordinate Bonds, shall proceed to protect and enforce the rights of the Holders of the Subordinate Bonds pursuant to this Disclosure Agreement; provided that in all cases the Trustee shall be entitled to the immunities, indemnities and other protections of the Subordinate Indenture with regard to its actions. Any failure by the Borrower to comply with the provisions of this Disclosure Agreement shall not be an Event of Default under the Subordinate Loan Agreement, the Guaranty, or the Subordinate Indenture.

The Holders' and the Trustee's rights to enforce the provisions of this Disclosure Agreement shall be limited solely to a right, by action in mandamus or for specific performance, to compel the Borrower to perform the Borrower's obligations under this Disclosure Agreement, and the Borrower, its directors,

officers and employees shall incur no liability under this Disclosure Agreement by reason of any act or failure to act hereunder. Without limiting the generality of the foregoing, neither the commencement nor the successful completion of an action to compel performance under this Section 11 entitles the Trustee or any other person to attorneys' fees, financial damages of any sort or any other relief other than an order or injunction compelling performance; provided that the Trustee shall nevertheless be entitled to attorneys' fees and such other rights and amounts as provided in the Subordinate Indenture and the Subordinate Loan Agreement.

Section 12. Duties and Liabilities of Dissemination Agent. The Dissemination Agent shall have only such duties as are specifically set forth in this Disclosure Agreement, and no implied covenants shall be read in to this Disclosure Agreement with respect to the Dissemination Agent. The Dissemination Agent shall have no duty or obligation to review or verify any information provided to it by the Borrower or to determine the materiality of a Listed Event and shall not be deemed to be acting in any fiduciary capacity for the Issuer, Borrower, the Holders or any other party. The Dissemination Agent shall have no responsibility for a failure of the Borrower to report a Listed Event to the Dissemination Agent. The Dissemination Agent shall have no power or authority to enforce performance of the Borrower's duties and obligations hereunder and shall not be required to take any action to cause the Borrower to comply with its obligations hereunder. The obligations of the Borrower under this Section shall survive resignation or removal of the Dissemination Agent and payment of the Subordinate Bonds.

The fact that the Dissemination Agent or any affiliate thereof may have any fiduciary or banking relationship with the Borrower apart from the relationship created by this Disclosure Agreement shall not be construed to mean that the Dissemination Agent has actual or constructive knowledge of any event or condition except as may be provided by written notice from the Borrower. Nothing in this Disclosure Agreement shall be construed to require the Dissemination Agent to interpret or provide an opinion concerning any information disseminated hereunder. If the Dissemination Agent receives a request for an interpretation or opinion, the Dissemination Agent may refer such request to the Borrower for a response.

Section 13. Indemnification of Dissemination Agent. In addition to any and all rights of the Dissemination Agent for reimbursement, indemnification and other rights pursuant to the Rule or under law or equity, THE BORROWER SHALL INDEMNIFY AND HOLD HARMLESS the Dissemination Agent and its respective officers, directors, employees and agents from and against any and all claims, damages, losses, liabilities, reasonable costs and expenses whatsoever (including attorneys' fees, costs and expenses) which such indemnified party may incur by reason of or in connection with the Dissemination Agent's performance under this Disclosure Agreement and in the enforcement of its indemnification rights hereunder; provided that the Borrower shall not be required to indemnify the Dissemination Agent for any claims, damages, losses, liabilities, costs or expenses to the extent, but only to the extent, that such claims, damages, losses, liabilities, costs or expenses have been finally adjudicated by a court of competent jurisdiction to have been directly caused by the willful misconduct or gross negligence of the Dissemination Agent in such disclosure of information hereunder. The obligations of the Borrower under this Section shall survive the termination of this Disclosure Agreement, resignation or removal of the Dissemination Agent and payment of the Subordinate Bonds.

Section 14. Governing Law. This Disclosure Agreement shall be governed by and construed in accordance with the laws of the State of Texas, provided that to the extent this Disclosure Agreement addresses matters of federal securities laws, including the Rule, this Disclosure Agreement shall be construed in accordance with such federal securities laws and official interpretations thereof.

Section 15. Beneficiaries. This Disclosure Agreement shall inure solely to the benefit of the Borrower, the Dissemination Agent, the Issuer, Holders and Beneficial Owners from time to time of the Subordinate Bonds, and shall create no rights in any other person or entity.

Section 16. Counterparts. This Disclosure Agreement may be executed in several counterparts, each of which shall be an original and all of which shall constitute but one and the same instrument.

Section 17. Severability. If any portion of this Disclosure Agreement shall be held invalid or inoperative, then, so far as is reasonable and possible (i) the remainder of this Disclosure Agreement shall be considered valid and operative, and (ii) effect shall be given to the intent manifested by the portion held invalid or inoperative.

Section 18. Other Instruments. The parties hereto covenant and agree that they will execute such other and further instruments and documents as are or may become necessary or convenient to effectuate and carry out this Disclosure Agreement.

Section 19. Captions, Titles, and Headings. The captions, titles, and headings used in this Disclosure Agreement are for convenience only and shall not be construed in interpreting this Disclosure Agreement.

Section 20. Entire Agreement. This Disclosure Agreement contains the entire understanding among the parties and supersedes any prior understandings or written or oral agreements between them respecting the subject matter of this Disclosure Agreement.

Section 21. Misconduct. The Dissemination Agent may act through agents and shall not be responsible for the willful misconduct or gross negligence of any agent appointed with due care.

Section 22. Force Majeure. In no event shall the Dissemination Agent be responsible or liable for any failure or delay in the performance any act or obligation obligations hereunder arising out of or caused by, directly or indirectly, force majeure events beyond its control, including without limitation, strikes, work stoppages, accidents, acts of war, other military disturbances or terrorism, earthquakes, fire, flood, sabotage, epidemics, riots, nuclear or natural catastrophes or acts of God, labor disputes, acts of civil or military authority and governmental action, or the unavailability of the Federal Reserve Board wire systems and interruptions, loss or malfunctions of utilities, communication facilities or computer (software and hardware) services; it being understood that the Dissemination Agent shall use reasonable efforts which are consistent with accepted practices in the banking industry to resume performance as soon as practicable under the circumstances.

Section 23. Notices. Any notices or communications to or among any of the parties to this Disclosure Agreement may be given as follows:

To the Borrower: Manor Leased Housing Associates I, LP
 c/o Dominion Development & Acquisition, LLC
 2905 Northwest Boulevard, Suite 150
 Plymouth, MN 55441
 Attention: Neal Route, Vice President and Project Partner;
 Mark S. Moorhouse

With a copy to: Winthrop & Weinstine P.A.
 225 South Sixth Street, Suite 3500
 Minneapolis, MN 55402-4629
 Attn: Paul Manda, Esq.

To the
Dissemination Agent: BOKF, NA
1401 McKinney, Suite 1000
Houston, TX 77010
Attn: Corporate Trust Services

Any person may, by written notice to the other persons listed above, designate a different address or telephone number(s) to which subsequent notices or communications should be sent. Notwithstanding the foregoing or anything to the contrary contained herein, no notice to the Dissemination Agent shall be deemed given to or received by the Dissemination Agent unless actually delivered to an officer of the Dissemination Agent having responsibility under this Disclosure Agreement.

Section 24. Modification of Disclosure Agreement. This Disclosure Agreement may not be modified or amended except by written agreement executed by all of the parties hereto.

Section 25. Number or Gender of Words. Whenever the context so requires, the masculine shall include the feminine and neuter, and the singular shall include the plural, and conversely, the plural shall include the singular.

Section 26. Dissemination Agent Compensation. The Borrower shall pay or reimburse the Dissemination Agent for its costs, fees and expenses for the Dissemination Agent's services (including attorneys' fees, costs and expenses) rendered in accordance with this Disclosure Agreement. The obligations of the Borrower under this Section shall survive resignation or removal of the Dissemination Agent, termination of this Disclosure Agreement, and payment of the Subordinate Bonds.

Section 27. Electronic Signatures. The parties agree that the electronic signature of a party to this Disclosure Agreement shall be as valid as an original signature of such party and shall be effective to bind such party to this Disclosure Agreement. For purposes hereof: (i) "electronic signature" means a manually signed original signature that is then transmitted by electronic means or a digital signature of an authorized representative of any party provided by AdobeSign or DocuSign (or such other digital signature provider as specified by such party) in English 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, then such signature is a valid and binding signature of the authorized representative of such party.

Section 28. Termination of this Disclosure Agreement. The Dissemination Agent may resign by giving 30 days' written notice to the Borrower. The Dissemination Agent shall be fully discharged at the time any such termination is effective. Except as otherwise provided herein, the Borrower's and the Dissemination Agent's obligations under this Disclosure Agreement shall terminate upon the legal defeasance, prior redemption or payment in full of all the Subordinate Bonds. If resignation of the Dissemination Agent occurs prior to the final maturity of the Subordinate Bonds, the Borrower shall give notice of such resignation in a filing with EMMA and provide notice of whether Borrower is assuming such obligations or the name of the successor dissemination agent.

Accepted by:

MANOR LEASED HOUSING ASSOCIATES I, LP,
a Texas limited partnership, as Borrower

By: Manor Leased Housing Associates GP I, LLC, a
Texas limited liability company

Its: General Partner

By: _____
Name: _____
Its: _____

(Signature page to Continuing Disclosure Agreement – Manor Housing Public Facility Corporation
Subordinate Multifamily Housing Revenue Bonds (Tower Road Apartments), Series 2024)

BOKF, NA,
as Dissemination Agent

By: _____
Name: Rosalyn Davis
Its: Vice President

(Signature page to Continuing Disclosure Agreement – Manor Housing Public Facility Corporation
Subordinate Multifamily Housing Revenue Bonds (Tower Road Apartments), Series 2024)

EXHIBIT A

FORM OF ANNUAL REPORT

\$4,000,000

Manor Housing Public Facility Corporation
Subordinate Multifamily Housing Revenue Bonds
(Tower Road Apartments)
Series 2024

Report for Period Ending _____

THE PROJECT

Name: Tower Road
Address: 12100 Tower Road in the City of Manor, Texas
Occupancy: _____
Number of Units: 324
Number of Units Occupied as of Report Date: _____

OPERATING HISTORY OF THE PROJECT

The following table sets forth a summary of the operating results of the Project for fiscal year ended _____, as derived from the Borrower's [un]audited financial statements.

	<u>Amount</u>
Revenues	
Operating Expenses ⁽¹⁾	
Net Operating Income	
Debt Service on the Senior Note	
Net Operating Income/(Loss)	
Surplus Cash (as defined in the Subordinate Indenture)	
Current Interest Rate Paid	
Deferred Developer Fee Paid	
Accrual Interest Rate Accrued	
Accrual Interest Rate Paid	

The average occupancy of the Project for the fiscal year ended _____, _____ was ____%.

⁽¹⁾ Excludes depreciation and other non-cash expenses, includes management fee.

The undersigned certifies that this certificate complies with the requirements of Section 4(a) of the Continuing Disclosure Agreement for the above-referenced bonds.

MANOR LEASED HOUSING ASSOCIATES I, LP,
a Texas limited partnership, as Borrower

By: MHPFC TRGP I, LLC, a Texas limited liability company
Its: General Partner

By: _____
Name: _____
Its: _____

EXHIBIT B

FORM OF QUARTERLY REPORT

\$4,000,000

Manor Housing Public Facility Corporation
Subordinate Multifamily Housing Revenue Bonds
(Tower Road Apartments)
Series 2024

Report for the Quarter Ending _____, 20__

[COMMENCING WITH THE CALENDAR QUARTER ENDING [_____, 20__]]

THE PROJECT

Name: Tower Road
Address: 12100 Tower Road in the City of Manor, Texas
Occupancy: _____
Number of Units: 324
As of the date below

(a) attached to this Quarterly Report are the statements of financial position required by Section 4(c) of the Continuing Disclosure Agreement.

The undersigned certifies that this certificate complies with the requirements of Section 4(c) of the Continuing Disclosure Agreement for the above-referenced bonds.

Dated: _____

MANOR LEASED HOUSING ASSOCIATES I, LP,
a Texas limited partnership, as Borrower

By: MHPFC TRGP I, LLC, a Texas limited liability company
Its: General Partner

By: _____
Name: _____
Its: _____

EXHIBIT C

**NOTICE TO REPOSITORY OF
FAILURE TO FILE ANNUAL OR QUARTERLY REPORT**

Name of Issuer: Manor Housing Public Facility Corporation
Name of Bond Issue: Subordinate Multifamily Housing Revenue Bonds
(Tower Road Apartments)
Series 2024
Name of Borrower: Manor Leased Housing Associates I, LP
Date of Issuance: October ____, 2024

NOTICE IS HEREBY GIVEN that the Borrower has not provided an [Annual Report][Quarterly Report] with respect to the above-named Subordinate Bonds as required by Sections 3 and 4 of the Continuing Disclosure Agreement delivered in connection with the issuance of the Subordinate Bonds. The Borrower anticipates that the [Annual Report] or [Quarterly Report] for the [year][quarter] ending _____ will be filed by _____.

Dated: _____

BOKF, NA, as Dissemination Agent on behalf of the Borrower

By: _____

cc: Manor Leased Housing Associates I, LP