

April 23, 2024

VIA E-MAIL

Manor Housing Public Facility Corporation
Attention: Christopher Harvey

Manor Leased Housing Development I, LLC
Attention: Neal Route
nroute@dominiuminc.com

Re: Manor Housing Public Facility Corporation
(Tower Road Apartments)

Gentlemen:

As you know, we will represent and serve as special tax counsel (“*Special Tax Counsel*”) to the Manor Housing Public Facility Corporation (the “*Issuer*”) in connection with the proposed issuance of tax-exempt obligations for the Tower Road Apartments project (the “*Bonds*”), the proceeds of which are to be loaned to Manor Leased Housing Associates I, Limited Partnership (the “*Borrower*”). We look forward to working with you on this financing and wanted to take this opportunity to set forth the scope of our responsibilities as Special Tax Counsel in connection with the captioned financing, and to describe the basis for our compensation.

Identification of Client. In our role as Special Tax Counsel in conduit bond issues such as this, although the Issuer only, and not the Borrower, Manor Leased Housing Development I, LLC (the “*Developer*”) or any affiliate of the Borrower or the Developer, is our client, the fees and expenses of Special Tax Counsel are the responsibility of the Borrower and the Developer.

Scope of Services. As Special Tax Counsel, we will deliver an opinion regarding the excludability of interest on the Bonds from gross income for federal tax purposes. In connection with our role as Special Tax Counsel, we will prepare the tax documentation and certifications and conduct the tax analysis needed to give the opinion regarding the excludability of interest on the Bonds from gross income for federal tax purposes and will file any required documents and forms with the Internal Revenue Service.

Our duties as Special Tax Counsel are limited as stated above. Among other things, our duties *do not* include:

1. Giving any advice, opinion or representation as to the financial feasibility or the fiscal prudence of issuing the Bonds or any other aspect of the Bond transaction, such as the investment of Bond proceeds (except for any rebate memorandum or explanation of rebate and yield

limitations), or the making of any investigation of or the expression of any view as to the creditworthiness of the Bonds.

2. Assisting in the preparation or review of an official statement or any other disclosure document with respect to the Bonds (except for any written material submitted by us for inclusion in such document) or performing an independent investigation to determine the accuracy, completeness or sufficiency of any such document or rendering any advice, view or comfort that the official statement or other disclosure document does not contain any untrue statement of a material fact or omit to state a material fact necessary to make the statements contained therein, in light of the circumstances under which they were made, not misleading.

3. Preparing any requests for tax rulings from the Internal Revenue Service, blue sky or investment surveys with respect to the Bonds or state legislative amendments.

4. Opining on securities law compliance or as to the continuing disclosure undertaking pertaining to the Bonds; or, after the execution and delivery of the Bonds, providing advice as to any Securities and Exchange Commission investigations or concerning any actions necessary to assure compliance with any continuing disclosure undertaking.

5. After the issuance of the Bonds, providing continuing advice to the Borrower or any other party concerning any actions necessary to assure that interest paid on the Bonds will continue to be tax-exempt.

6. Any representation of the Borrower in the event an audit of the Borrower or this transaction is commenced by the Internal Revenue Service. However, if separately engaged, we would be available to undertake representation for such purpose.

Legal Fees. Based upon our current understanding of the terms, structure, size and schedule of the proposed financing, the duties we will undertake pursuant to this engagement letter, the time we estimate will be necessary to effectuate the transaction and the responsibilities we will assume, our fee for Special Tax Counsel services will be \$1.25 per \$1,000 of principal amount of Bonds issued. Additionally, we would expect to be reimbursed for any out-of-pocket expenses incurred, including, but not limited to those incurred in connection with the publication of notice of the TEFRA hearing.

We will require a retainer in the amount of \$15,000 be paid to us for our work as Special Tax Counsel when the acknowledgement for this engagement letter is returned by the Developer. We will bill our actual fees and expenses against this deposit. The remaining portion of our fee and cost reimbursement for this financing will be due on the closing date for the Bonds and may be reimbursed by the Borrower. The Borrower may pay the remaining fees out of the proceeds of

the Bonds, subject to federal tax law limits, or out of other funds available to the Developer or the Borrower, at your option. If for any reason the financing is abandoned or terminated, we would expect to bill for services rendered and expenses incurred to the date of abandonment or termination of the financing. In such case, we would look to the Developer for the payment of such fees. Our willingness to proceed with our work as Special Tax Counsel is expressly premised on the understanding that we will be paid for such work, whether or not the Bonds are actually issued.

IRS Audits. Please be advised that the Internal Revenue Service (the “Service”) has an ongoing program of auditing tax-exempt obligations to determine whether, in the view of the Service, interest on such tax-exempt obligations is includible in the gross income of the owners thereof for federal income tax purposes. Certain types of transactions may be targeted for audit, including multi-family housing financings.

It has been reported in industry trade publications that the Service has found non-compliance with various tax requirements in a substantial percentage of audited transactions. The most common outcome resulting from adverse determinations by the Service in these situations has been the mandatory prepayment or redemption of the Bonds at the conclusion of the audit, together with a payment by the conduit borrower of a settlement amount to the Service to preserve the tax-exempt status of interest previously paid on the Bonds. You should be aware that, under current law, no party has the right to an independent review by a court of the tax-exempt status of the Bonds prior to a formal declaration of taxability of interest on the Bonds by the Service and an assessment against the recipient of interest paid on the Bonds.

Consent to Potential Adverse Party Conflict. In light of the extent of our finance-related practice, it is possible that some of our present or future clients will have matters adverse to the Issuer during the course of this engagement. From time to time, we represent in a variety of capacities and consult with most underwriters, investment bankers, credit enhancers such as bond insurers or issuers of letters of credit or liquidity facilities, rating agencies, investment providers, brokers of financial products, financial advisors, conduit issuers and other persons active in the public finance market on a wide range of issues. The Issuer’s acceptance of our services and execution of this engagement letter constitutes its consent to these other past, present and future engagements.

General Terms. Upon execution of this engagement letter, the Issuer will be our client, and an attorney-client relationship will exist between us. However, our services as Special Tax Counsel are limited as set forth in this engagement letter, and the execution of this engagement letter by the Developer and the Issuer will constitute an acknowledgment of those limitations.

This engagement letter shall be deemed to have been made, executed and delivered in the State of Texas. The parties hereto agree that any action or proceeding related directly or indirectly to this agreement shall, at our election, be maintained only in courts located in the State of Texas. The parties hereto hereby irrevocably consent to the jurisdiction and venue of any such court.

This engagement letter contains the entire agreement between the parties hereto respecting the settlement of any lawsuit. The parties hereto acknowledge and agree that this agreement shall be governed by and construed in accordance with the laws of the State of Texas.

Please acknowledge your acceptance of this engagement letter by executing in the space provided below and returning an executed engagement letter to us at your earliest convenience.

[Remainder of page intentionally left blank.]

Sincerely,

CHAPMAN AND CUTLER LLP

By Ryan J. Bowen
Ryan J. Bowen

ACKNOWLEDGED AND AGREED TO:

MANOR LEASED HOUSING DEVELOPMENT I, LLC

By _____
Name: _____
Title: _____

MANOR HOUSING PUBLIC FACILITY CORPORATION

By _____
Name: Christopher Harvey
Title: President