

---

---

**INDENTURE OF TRUST**

**by and among**

**COUNTY OF CONTRA COSTA, CALIFORNIA,  
as Issuer**

**and**

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

**and**

**UMPQUA BANK,  
as Bondowner Representative**

**Dated as of March 1, 2020**

**relating to:**

**\$ \_\_\_\_\_**

**County of Contra Costa, California  
Multifamily Housing Revenue Bond  
(Coggins Square Apartments),  
2020 Series C-1**

**\$ \_\_\_\_\_**

**County of Contra Costa, California  
Multifamily Housing Revenue Bond  
(Coggins Square Apartments),  
2020 Series C-2**

# TABLE OF CONTENTS

ARTICLE I	
DEFINITIONS AND GENERAL PROVISIONS	
Section 1.01.	Definitions ..... 2
Section 1.02.	Rules of Construction ..... 9
ARTICLE II	
THE BOND	
Section 2.01.	Authorization ..... 10
Section 2.02.	Terms of Bond ..... 10
Section 2.03.	Payment of Bonds ..... 10
Section 2.04.	Execution of Bond ..... 11
Section 2.05.	Transfer of Bonds ..... 11
Section 2.06.	Bond Register ..... 12
ARTICLE III	
ISSUANCE OF BONDS; APPLICATION OF PROCEEDS	
Section 3.01.	Authentication and Delivery of the Bonds ..... 12
Section 3.02.	Application of Proceeds of Bonds/Draw Down Provisions ..... 13
Section 3.03.	Disbursement of Bond Proceeds; Establishment of Construction Fund ..... 14
Section 3.04.	Costs of Issuance Fund ..... 15
Section 3.05.	Issuer's Annual Fee ..... 15
ARTICLE IV	
REDEMPTION OF BOND	
Section 4.01.	Circumstances of Redemption ..... 15
Section 4.02.	No Notice of Redemption ..... 16
Section 4.03.	Effect of Redemption ..... 16
ARTICLE V	
REVENUES	
Section 5.01.	Pledge of Revenues ..... 16
Section 5.02.	Bond Fund ..... 17
Section 5.03.	Investment of Moneys ..... 17
Section 5.04.	Enforcement of Obligations ..... 18
ARTICLE VI	
COVENANTS OF THE ISSUER	
Section 6.01.	Payment of Principal and Interest ..... 19
Section 6.02.	Preservation of Revenues; Amendment of Documents ..... 19
Section 6.03.	Compliance with Indenture ..... 19
Section 6.04.	Further Assurances ..... 19
Section 6.05.	No Arbitrage ..... 19
Section 6.06.	Limitation of Expenditure of Proceeds ..... 19
Section 6.07.	Rebate of Excess Investment Earnings to United States ..... 20
Section 6.08.	Limitation on Issuance Costs ..... 21
Section 6.09.	Federal Guarantee Prohibition ..... 21
Section 6.10.	Prohibited Facilities ..... 21
Section 6.11.	Use Covenant ..... 21
Section 6.12.	Immunities and Limitations of Responsibility of Issuer ..... 22
Section 6.13.	Limitation of Liability of Issuer and Its Officers, Employees and Agents ..... 22
ARTICLE VII	
DEFAULT	
Section 7.01.	Default Under Loan Agreement; Acceleration ..... 23
Section 7.02.	Limitation of Liability to Revenues ..... 23
ARTICLE VIII	
THE TRUSTEE AND AGENTS	
Section 8.01.	Duties, Immunities and Liabilities of Trustee ..... 24
Section 8.02.	Right of Trustee to Rely Upon Documents, Etc ..... 26
Section 8.03.	Trustee Not Responsible for Recitals ..... 27

Section 8.04.	Intervention by Trustee .....	27
Section 8.05.	Moneys Received by Trustee to be Held in Trust.....	28
Section 8.06.	Compensation and Indemnification of Trustee, Bondowner Representative and Agents.....	28
Section 8.07.	Qualifications of Trustee .....	28
Section 8.08.	Removal, Resignation and Appointment of Successor Trustee .....	29
Section 8.09.	Merger or Consolidation of Trustee .....	30
Section 8.10.	Compliance with Laws .....	30
Section 8.11.	Proprietary or Confidential Information of the Issuer.....	30
Section 8.12.	Audit and Inspection of Records .....	30
Section 8.13.	Subcontracting .....	30
Section 8.14.	Paying Agents.....	30

ARTICLE IX

MODIFICATION OF INDENTURE

Section 9.01.	Modification of Indenture .....	31
Section 9.02.	Effect of Supplemental Indenture .....	31
Section 9.03.	Opinion of Counsel as to Supplemental Indenture.....	31
Section 9.04.	Notation of Modification on Bond; Preparation of New Bond .....	31

ARTICLE X

DEFEASANCE

Section 10.01.	Discharge of Indenture .....	32
Section 10.02.	Payment of Bond after Discharge of Indenture .....	32

ARTICLE XI

MISCELLANEOUS

Section 11.01.	Successors of the Issuer .....	32
Section 11.02.	Limitation of Rights to Parties and Bondowner .....	32
Section 11.03.	Waiver of Notice.....	33
Section 11.04.	Destruction of the Bond.....	33
Section 11.05.	Separability of Invalid Provisions.....	33
Section 11.06.	Notices .....	33
Section 11.07.	Authorized Representatives .....	34
Section 11.08.	Evidence of Rights of Bondowner .....	34
Section 11.09.	Waiver of Personal Liability .....	35
Section 11.10.	Holidays.....	36
Section 11.11.	Execution in Several Counterparts .....	36
Section 11.12.	Governing Law, Venue.....	36
Section 11.13.	Successors .....	36
Section 11.14.	Non-Waiver of Rights.....	36

EXHIBIT A	FORM OF BOND	
EXHIBIT B	FORM OF INVESTOR LETTER	
EXHIBIT C	FORM OF CONSTRUCTION FUND DISBURSEMENT REQUEST	

## INDENTURE OF TRUST

THIS INDENTURE OF TRUST, dated as of March 1, 2020 (this "Indenture"), is by and among the COUNTY OF CONTRA COSTA, CALIFORNIA, a public body, corporate and politic, organized and existing under the laws of the State of California (together with its successors and assigns, the "Issuer"), and U.S. BANK NATIONAL ASSOCIATION, a national banking association organized and existing under the laws of the United States of America, as Trustee hereunder (together with any successor trustee hereunder and their respective successors and assigns, the "Trustee"), and UMPQUA BANK, an Oregon banking corporation, as Bondowner Representative (in such capacity, herein called the "Bondowner Representative") and as initial purchaser of the Bonds issued hereunder (in such capacity, herein called the "Bank").

### RECITALS:

WHEREAS, pursuant to Chapter 7 of Part 5 of Division 31 of the Health and Safety Code of the State of California (the "Act"), the Issuer is empowered to issue bonds to finance the acquisition, construction, rehabilitation and development of multifamily rental housing for persons of low and moderate income; and

WHEREAS, the Issuer proposes to issue in accordance with the Act, its County of Contra Costa, California Multifamily Housing Revenue Bond (Coggins Square Apartments), 2020 Series C-1 and its County of Contra Costa, California Multifamily Housing Revenue Bond (Coggins Square Apartments), 2020 Series C-2 (together, the "Bonds"); and

WHEREAS, Coggins Square Apartments, L.P., a California limited partnership (the "Borrower"), has applied to the Issuer for financial assistance for the purpose of providing all or part of the funds with which to pay the costs of the acquisition and rehabilitation of an 86 unit (plus one manager's unit) multifamily rental housing project located at 1316 Las Juntas Way, in unincorporated Contra Costa County, California, known as Coggins Square Apartments (the "Project"); and

WHEREAS, the funding of the Loans (as hereinafter defined), is authorized by the Act and will accomplish a valid public purpose of the Issuer, and the Issuer has determined that it is in the public interest to issue the Bonds in the maximum principal amount of \$31,121,520 for the purpose of providing funding necessary for the acquisition and rehabilitation of the Project; and

WHEREAS, pursuant to a Construction and Term Loan Agreement (as defined herein) dated as of even date herewith among the Issuer, the Bondowner Representative and the Borrower, the Issuer has agreed to issue the Bonds and lend the proceeds thereof to the Borrower to be evidenced by a Promissory Note (Construction Note) evidencing a Construction Loan in the principal amount of \$\_\_\_\_\_, and by a Promissory Note (Convertible Note) in the principal amount of \$\_\_\_\_\_ (together, the "Loans") and the Borrower has agreed to (a) apply the proceeds of the Loans to pay costs of acquisition and rehabilitation of the Project, (b) make payments sufficient to pay the principal of and interest on the Bonds when due (whether at maturity, by redemption, acceleration or otherwise), and (c) observe the other covenants and agreements and make the other payments set forth therein; and

WHEREAS, in order to provide for the authentication and delivery of the Bonds, to establish and declare the terms and conditions upon which the Bonds are to be issued and to secure the payment of the principal thereof and of the interest and premium, if any, thereon, the Issuer has authorized the execution and delivery of this Indenture; and

WHEREAS, the Issuer has determined that all conditions, things and acts required by the Act, and by all other laws of the State, to exist, have happened and have been performed in satisfaction of conditions precedent to and in connection with the issuance of the Bonds exist, have happened, and have been performed in due time, form and manner as required by law, and the Issuer is duly authorized and empowered, pursuant to each and every requirement of law, to issue the Bonds for the purpose, in the manner and upon the terms herein provided; and

WHEREAS, the Issuer has determined that all acts and proceedings required by law necessary to make the Bonds, when executed by the Issuer, authenticated and delivered by the Trustee and duly issued, the valid, binding and legal limited obligation of the Issuer, and to constitute this Indenture a valid and binding agreement for the uses and purposes herein set forth, in accordance with its terms, have been done and taken, and the execution and delivery of this Indenture have been in all respects duly authorized.

#### **A G R E E M E N T:**

NOW, THEREFORE, THIS INDENTURE WITNESSETH, that in order to secure the payment of the principal of, and the interest and premium, if any, on, the Bonds at any time issued and Outstanding under this Indenture, according to their tenor, and to secure the performance and observance of all the covenants and conditions therein and herein set forth, and to declare the terms and conditions upon and subject to which the Bonds are to be issued and received, and for and in consideration of the premises and of the mutual covenants herein contained and of the purchase and acceptance of the Bonds by the owners thereof, and for other valuable consideration the receipt and sufficiency of which is hereby acknowledged, the Issuer covenants and agrees with the Trustee, for the equal and proportionate benefit of the respective registered owners from time to time of the Bonds, as follows:

#### **ARTICLE I**

#### **DEFINITIONS AND GENERAL PROVISIONS**

**Section 1.01. Definitions.** Unless the context otherwise requires, the terms defined in this Section 1.01 shall, for all purposes of this Indenture and of the Loan Agreement and of any indenture supplemental hereto or agreement supplemental thereto, have the meanings herein specified, as follows:

The term "Act" shall mean Chapter 7 of Part 5 of Division 31 of the Health and Safety Code of the State of California as in effect on the Closing Date.

The term "Affiliate" shall mean, as to any person, any other person that, directly or indirectly, is in Control of, is Controlled by or is under common Control with such person.

The term "Agreement" or "Loan Agreement" shall mean the Construction and Term Loan Agreement, dated as of March 1, 2020, among the Issuer, the Borrower and the Bondowner Representative, pursuant to which the Issuer agrees to lend the proceeds of the Bonds to the Borrower, as originally executed or as it may from time to time be supplemented or amended in accordance with its terms.

The term "Annual Fee," when used with reference to the Issuer, means the Issuer's ongoing annual fee as set forth in Section 7(d) of the Regulatory Agreement.

The term "Authorized Amount" shall mean \$\_\_\_\_\_ with respect to the Series 2020C-1 Bond, the authorized maximum principal amount of the Series 2020C-1 Bond; and shall

mean \$\_\_\_\_\_ with respect to the Series 2020C-2 Bond, the authorized maximum principal amount of the Series 2020C-2 Bond.

The term “Authorized Issuer Representative” shall mean the Chair or the Vice Chair of the Board of Supervisors of the Issuer, the County Administrator, the Director of the Department of Conservation and Development of the County, the Assistant Deputy Director of the Department of Conservation and Development of the County, the County’s Affordable Housing Project Manager, or such other person who at the time and from time to time may be designated to act on behalf of the Issuer by written certificate furnished to the Borrower, the Bondowner Representative and the Trustee containing the specimen signature of such person and signed on behalf of the Issuer by an Authorized Issuer Representative, which certificate may designate an alternate or alternates, each of whom shall be entitled to perform all of the duties of the Authorized Issuer Representative.

The term “Authorized Borrower Representative” shall mean any person who at the time and from time to time may be designated as such, by written certificate furnished to the Issuer, the Bondowner Representative and the Trustee containing the specimen signature of such person and signed on behalf of the Borrower by \_\_\_\_\_ of the Sole Member / Manager of the General Partner of the Borrower, which certificate may designate an alternate or alternates and such persons as designated in the Loan Agreement.

The term “Bank” shall mean Umpqua Bank and any successor and assign thereof as owner of the Bonds.

The term “Bonds” shall mean, collectively, the Series 2020C-1 Bond and the Series 2020C-2 Bond, each as issued and Outstanding hereunder.

The term “Bond Counsel” shall mean (i) Quint & Thimmig LLP, or (ii) any attorney at law or other firm of attorneys selected by the Issuer, of nationally recognized standing in matters pertaining to the federal tax status of interest on bonds issued by states and political subdivisions, and duly admitted to practice law before the highest court of any state of the United States of America, but shall not include counsel for the Borrower.

The term “Bond Fund” shall mean the fund by that name established pursuant to Section 5.02 hereof.

The term “Bondowner Representative” shall mean Umpqua Bank, an Oregon banking corporation, and any successor entity that is the owner of the Bonds or any entity selected by the owner of the Bonds.

The term “Bond Proceeds Account” shall mean the Bond Proceeds Account of the Construction Fund established under Section 3.03 hereof.

The term “Bond Year” shall mean the one year period beginning on March 1 in each year and ending on the last day of February, in the following year, except that the first Bond Year shall begin on the Closing Date and end on February 28, 2021.

The term “Borrower” or “Borrower” shall mean Coggins Square Apartments, L.P., a California limited partnership, and its respective successors and assigns under the applicable provisions of the Loan Agreement and the Regulatory Agreement.

The term "Business Day" means a day of the week (but not a Saturday, Sunday, or holiday) on which the offices of Bank at the location of the Bank in Section 11.06 are open to the public for carrying on substantially all of Bank's business functions.

The term "Certificate of the Issuer" shall mean a certificate of the Issuer signed by an Authorized Issuer Representative. Any such instrument and supporting opinions or representations, if any, may, but need not, be combined in a single instrument with any other instrument, opinion or representation, and the two or more so combined shall be read and construed as a single instrument.

The term "Certified Resolution" shall mean a copy of a resolution of the Issuer, certified by the Clerk of the Board of Supervisors, to have been duly adopted by the Issuer and to be in full force and effect on the date of such certification.

The term "Closing Date" shall mean March \_\_, 2020, the date of initial delivery of the Bonds and funding of the Initial Disbursement.

The term "Code" or "Internal Revenue Code" means the Internal Revenue Code of 1986, as amended, and with respect to a specific section thereof, such reference shall be deemed to include (a) the regulations promulgated by the United States Department of the Treasury under such section, (b) any successor provision of similar import hereafter enacted, (c) any corresponding provision of any subsequent Internal Revenue Code and (d) the regulations promulgated under the provisions described in (b) and (c).

The term "Construction Fund" shall mean the fund by that name established pursuant to Section 3.03 hereof which includes (i) a Bond Proceeds Account and (ii) an Equity Account.

The term "Control" shall mean, with respect to any person, either (i) ownership directly or through other entities of more than 50% of all beneficial equity interest in such person, or (ii) the possession, directly or indirectly, of the power to direct or cause the direction of the management and policies of such person, through the ownership of voting securities, by contract or otherwise.

The term "Conversion Date" shall have the meaning set forth in the Loan Agreement.

The term "Costs of Issuance Fund" shall mean the fund by that name established pursuant to Section 3.04 hereof.

The term "County" shall mean the County of Contra Costa, California.

The term "Debt Service" shall mean the scheduled amount of interest and amortization of principal payable on the Bonds during the period of computation, excluding amounts scheduled during such period which relate to principal which has been retired before the beginning of such period.

The term "Deed of Trust" shall mean the Construction and Permanent Deed of Trust, Security Agreement, Assignment of Leases and Rents and Fixture Filing, executed by the Borrower in favor of the Issuer (and assigned by the Issuer without recourse to the Trustee) for the purpose of securing the obligations of the Borrower under the Loan Agreement, as such deed of trust may be originally executed or as from time to time supplemented or amended.

The term "Default Rate" means the interest rate then in effect on respective series of the Bonds plus 5%, not to exceed the Maximum Rate.

The term “Disbursed Amount” means the portion of the Loans and the Bonds funded and Outstanding from time to time, as indicated on the Bonds and in the records of the Trustee.

The term “Equity Account” shall mean the Equity Account of the Construction Fund established under Section 3.03 hereof.

The term “Event of Default” as used herein with respect to defaults under the Loan Agreement shall have the meaning specified in Section 9 thereof.

The term “Fair Market Value” means the price at which a willing buyer would purchase the investment from a willing seller in a bona fide, arm’s length transaction (determined as of the date the contract to purchase or sell the investment becomes binding) if the investment is traded on an established securities market (within the meaning of Section 1273 of the Code) and, otherwise, the term “Fair Market Value” means the acquisition price in a bona fide arm’s length transaction (as referenced above) if (a) the investment is a certificate of deposit that is acquired in accordance with applicable regulations under the Code, (b) the investment is an agreement with specifically negotiated withdrawal or reinvestment provisions and a specifically negotiated interest rate (for example, a guaranteed investment contract, a forward supply contract or other investment agreement) that is acquired in accordance with applicable regulations under the Code, (c) the investment is a United States Treasury Obligation State and Local Government Series that is acquired in accordance with applicable regulations of the United States Department of the Treasury, Bureau of Public Debt, or (d) the investment is the Local Agency Investment Fund of the State of California, but only if at all times during which the investment is held its yield is reasonably expected to be equal to or greater than the yield on a reasonably comparable direct obligation of the United States.

The term “Holder,” “holder,” “owner” or “Bondowner” shall mean, with respect to any Bond, the person in whose name such Bond is registered.

The term “Indenture” shall mean this Indenture of Trust, as originally executed or as it may from time to time be supplemented, modified or amended by any supplemental indenture entered into pursuant to the provisions hereof.

The term “Initial Disbursement” means the initial advance of the proceeds of the Bonds on the Closing Date.

The term “Interest Payment Date” shall mean the first Business Day of each month, commencing April 1, 2020.

The term “Investment Securities” shall mean any of the following (including any funds comprised of the following, which may be funds maintained or managed by the Trustee and its affiliates), but only to the extent that the same are acquired at Fair Market Value:

(a) United States Treasury notes, bonds, bills, or those for which the full faith and credit of the United States, its agencies, its instrumentalities, or organizations created by an act of Congress, are pledged for the payment of principal and interest (including State and Local Government Series);

(b) shares of an investment company (1) registered under the Federal Investment Company Act of 1940, whose shares are registered under the Federal Securities Act of 1933, (2) whose only investments are in (i) securities described in the preceding clause (a), (ii) general obligation tax exempt securities rated “A” or better by

the Rating Agency, or (iii) repurchase agreements or reverse repurchase agreements fully collateralized by those securities if the repurchase agreements or reverse repurchase agreements are entered into only with those primary reporting dealers to report to the Federal Reserve Bank of New York and with the 100 largest United States commercial banks, and (3) which are rated "Am" or "Am g" or better by the Rating Agency, including money market funds for which the Trustee and its affiliates provide investment advisory or other management services;

(c) any security which is a general obligation of any state or any local government with taxing powers which is rated "A" or better by the Rating Agency;

(d) commercial paper issued by United States corporations or their Canadian subsidiaries that is rated "A 1" by the Rating Agency and matures in 270 days or less;

(e) U.S. dollar denominated deposit accounts, federal funds or bankers acceptances with domestic commercial banks which may include the Trustee and its affiliates which have a rating on their short term certificates of deposit on the date of purchase of "P-1" by Moody's and "A-1" or "A-1+" by S&P (for purposes of rating, ratings on holding companies are not considered as the rating of the bank); or

(f) any other investment which is a lawful investment for funds of the Issuer hereunder approved in writing by the Bondowner Representative.

The term "Investor Letter" shall mean a letter from a purchaser of the Bonds in the form of Exhibit B hereto.

The term "Issuance Costs" shall mean all costs and expenses of issuance of the Bonds, including, but not limited to: (a) underwriters' discount and fees; (b) counsel fees, including Bond Counsel and Borrower's counsel, as well as any other specialized counsel fees incurred in connection with the issuance of the Bonds or the funding of the Loans; (c) the Issuer's issuance fee (being 0.125% of the aggregate maximum authorized principal amount of the Bonds) plus expenses incurred in connection with the issuance of the Bonds, including fees of any counsel or advisor to the Issuer, and the Issuer administrative fee for processing the request of the Borrower to issue the Bonds; (d) Bondowner Representative's fees and Bondowner Representative's counsel fees; (e) Trustee's fees and Trustee's counsel fees; (f) paying agent's and certifying and authenticating agent's fees related to issuance of the Bonds; (g) accountant's fees related to issuance of the Bonds; (h) fees and expenses of Bank's counsel; (i) publication costs associated with the financing proceedings; and (j) costs of any engineering and feasibility studies necessary to the issuance of the Bonds.

The term "Issuer" shall mean the County of Contra Costa, California, a public body, corporate and politic, organized and existing under the laws of the State, together with any assigns or successors thereto.

The term "Loan Agreement" shall mean the Construction and Term Loan Agreement, dated as of March 1, 2020, among the Issuer, the Borrower and the Bondowner Representative, pursuant to which the Issuer agrees to lend the proceeds of the Bonds to the Borrower, as originally executed or as it may from time to time be supplemented or amended in accordance with its terms.

The term "Loan Documents" shall have the meaning given such term in the Loan Agreement.

The term “Loans” shall mean, collectively, the loan of the proceeds of the Series 2020C-1 Bond and the loan of the proceeds of the Series 2020C-2 Bond made by the Issuer to the Borrower pursuant to the Loan Agreement for the purpose of financing the acquisition and rehabilitation by the Borrower of the Project.

The term “Maturity Date” shall mean, as to the Series 2020C-1 Bond, \_\_\_\_\_ 1, \_\_\_\_\_, and as to the Series 2020C-2 Bond, \_\_\_\_\_ 1, \_\_\_\_\_.

The term “Maximum Rate” shall mean the lesser of (i) 12% per annum or (ii) the maximum interest rate permitted by applicable law.

The term “Notes” shall mean, collectively, the Series 2020C-1 Note and the Series 2020C-2 Note, evidencing the obligation of the Borrower to repay the Loans in the forms required by the Loan Agreement, as amended or supplemented from time to time.

The term “Opinion of Counsel” shall mean a written opinion of counsel, who may be counsel for the Issuer, Bond Counsel, counsel for the Trustee or counsel for the Bondowner Representative.

The term “Outstanding,” when used as of any particular time with reference to a Bond, shall mean a principal amount of the respective Bond equal to the purchase price paid by the Bondowner Representative to the Trustee for such Bond under this Indenture except:

- (a) Any portion of the Bond theretofore canceled by the Trustee or surrendered to the Trustee for cancellation;
- (b) Any portion of the Bond for the payment or redemption of which moneys or securities in the necessary amount (as provided in Section 10.01) shall have theretofore been deposited with the Trustee (whether upon or prior to the maturity or the redemption date of such Bond); and
- (c) A Bond in lieu of or in substitution for which another Bond shall have been authenticated and delivered by the Trustee pursuant to the terms of Section 2.05.

The term “Person” or “person” shall mean an individual, a limited liability company, a corporation, a partnership, a limited partnership, a limited liability partnership, a trust, an unincorporated organization or a government or any agency or political subdivision thereof.

The term “Principal Office” shall mean the principal office of the Trustee located at the address set forth in Section 11.06 hereof, or at such other place as the Trustee shall designate by notice given under said Section 11.06.

The term “Principal Payment Date” shall mean any date on which principal of the either of Loans is due and payable under the respective Note.

The term “Project” means the multifamily rental housing facility to be acquired and rehabilitation by the Borrower with the proceeds of the Loan located at 1316 Las Juntas Way in unincorporated Contra Costa County, California, including structures, buildings, fixtures or equipment, as it may at any time exist, and any structures, buildings, fixtures or equipment acquired in substitution for, as a renewal or replacement of, or a modification or improvement to, all or any part of such facilities, and a fee interest in the land on which such housing is situated.

The term “Project Costs” has the meaning given such term in the Regulatory Agreement.

The term “Qualified Project Costs” shall have the meaning given such term in the Regulatory Agreement.

The term “Rating Agency” shall mean S&P Global Ratings, or its successors and assigns or, if such entity shall be dissolved or liquidated or shall no longer perform the functions of a securities rating agency, any other nationally recognized rating agency designated by the Issuer.

The term “Rebate Analyst” shall mean any 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 by and at the expense of the Borrower to make the computations required under Section 6.07 of this Indenture and Section 2(h) of the Regulatory Agreement.

The term “Rebate Fund” shall mean the fund by that name established pursuant to Section 6.07 hereof.

The term “Redemption Date” shall mean any date designated as a date upon which the Bond is to be redeemed pursuant to this Indenture.

The term “Regulations” shall mean the Income Tax Regulations promulgated or proposed by the Department of the Treasury pursuant to the Code from time to time or pursuant to any predecessor statute to the Code.

The term “Regulatory Agreement” shall mean that Regulatory Agreement and Declaration of Restrictive Covenants of even date herewith, by and between the Issuer and the Borrower related to the Project, as amended, supplemented or restated from time to time.

The term “Reserved Rights” means those certain rights of the Issuer, its officers, Supervisors, officials, attorneys, accountants, employees, agents and consultants under the Loan Documents to indemnification and to payment or reimbursement of fees and expenses of the Issuer, including the Issuer’s Annual Fee, as well as the fees and expenses of counsel and indemnity payments, its right to give and receive notices and to enforce notice and reporting requirements and restrictions on transfer of ownership, its right to inspect and audit the books, records and premises of the Borrower and of the Project, its right to collect attorney’s fees and related expenses, its right to specifically enforce the Regulatory Agreement and the Borrower’s covenants to comply with applicable federal tax law and State law (including the Act and the rules and regulations of the Issuer), its rights to give or withhold consent to amendments, changes, modifications and alterations to the Loan Documents as specifically set forth herein and therein, and to the extent not included above, the rights specifically reserved by the Issuer under this Indenture and the Regulatory Agreement.

The term “Responsible Officer” of the Trustee or the Bondowner Representative shall mean any officer of the Trustee or the Bondowner Representative, as the case may be, assigned to administer its duties hereunder.

The term “Revenues” means payments of principal of and premium, if any, and interest on the Bond, consisting of any repayments of the Loans required or permitted to be made by the Borrower pursuant to the Notes and the Loan Agreement; but such term shall not include payments to the United States, the Trustee, the Issuer or the Bondowner Representative pursuant to Sections 4.4, 4.5, 4.9, 7.33.3, and 12.2 of the Loan Agreement, Sections 6.07 or 8.06 hereof or pursuant to the Regulatory Agreement.

The term "Series 2020C-1 Bond" means the Issuer's Multifamily Housing Revenue Bond (Coggins Square Apartments), 2020 Series C-1 in the original principal amount of \$\_\_\_\_\_.

The term "Series 2020C-1 Note" means that Promissory Note (Construction Note) dated the Closing Date in the original principal amount of \$\_\_\_\_\_ by the Borrower in favor of the Issuer, as it may be amended or supplemented from time to time.

The term "Series 2020C-2 Bond" means the Issuer's Multifamily Housing Revenue Bond (Coggins Square Apartments), 2020 Series C-2 in the original principal amount of \$\_\_\_\_\_.

The term "Series 2020C-2 Note" means that Promissory Note (Convertible Note) dated the Closing Date in the original principal amount of \$\_\_\_\_\_ by the Borrower in favor of the Issuer, as it may be amended or supplemented from time to time.

The term "Sophisticated Investor" means: (i) Umpqua Bank; (ii) any Affiliate of Umpqua Bank; or (iii) a "qualified institutional buyer" (a "QIB") as defined in Rule 144A promulgated under the Securities Act of 1933, as amended.

The term "State" means the State of California.

The term "supplemental indenture" or "indenture supplemental hereto" shall mean any indenture hereafter duly authorized and entered into by and among the Bondowner Representative, the Issuer and the Trustee in accordance with the provisions of this Indenture.

The term "Tax Certificate" means the Certificate as to Arbitrage and Tax Compliance Procedures, executed and delivered by the Issuer and the Borrower on the Closing Date.

The term "Trustee" shall have the meaning given to such term in the first paragraph of this Indenture.

The term "Variable Rate" has the meaning ascribed to the term "Variable Rate" in the Notes.

The terms "Written Consent," "Written Demand," "Written Direction," "Written Election," "Written Notice," "Written Order," "Written Request" and "Written Requisition" of the Issuer or the Borrower shall mean, respectively, a written consent, demand, direction, election, notice, order, request or requisition signed on behalf of the Issuer by an Authorized Issuer Representative, or on behalf of the Borrower by an Authorized Borrower Representative.

#### **Section 1.02. Rules of Construction.**

(a) The singular form of any word used herein, including the terms defined in Section 1.01, shall include the plural, and vice versa, unless the context otherwise requires. The use herein of a pronoun of any gender shall include correlative words of the other genders.

(b) All references herein to "Articles," "Sections" and other subdivisions hereof are to the corresponding Articles, Sections or subdivisions of this Indenture as originally executed; and the words "herein," "hereof," "hereunder" and other words of similar import refer to this Indenture as a whole and not to any particular Article, Section or subdivision hereof.

(c) The headings or titles of the several Articles and Sections hereof, and any table of contents appended to copies hereof, shall be solely for convenience of reference and shall not affect the meaning, construction or effect of this Indenture.

## ARTICLE II

### THE BONDS

**Section 2.01. Authorization.** There is hereby authorized to be issued a bond of the Issuer comprised of two series designated as “County of Contra Costa, California Multifamily Housing Revenue Bond (Coggins Square Apartments), 2020 Series C-1” (the “Series 2020C-1 Bond”) in the maximum principal amount of up to \$\_\_\_\_\_ and “County of Contra Costa, California Multifamily Housing Revenue Bond (Coggins Square Apartments), 2020 Series C-2” (the “Series 2020C-2 Bond”) in the maximum principal amount of up to \$\_\_\_\_\_, subject to funding over time, as provided herein. No Bond may be issued hereunder except in accordance with this Article. The maximum principal amount for each series of the Bonds which may be issued and Outstanding under this Indenture shall not exceed the Authorized Amount for such series.

**Section 2.02. Terms of Bond.** The Bonds shall be substantially in the form set forth in Exhibit A hereto with necessary or appropriate variations, omissions and insertions as permitted or required by this Indenture, including any supplemental indenture.

The Bonds shall be issuable only as a single fully registered Bond of each series, without coupons in the principal amount equal to the aggregate of the purchase price of the Bond advanced from time to time by the owner of the Bond (which principal amount shall be, on the Closing Date, equal to the amount of the Initial Disbursement). Notwithstanding the foregoing, no purchase price of a Bond shall be funded after March 1, 2023 unless there is delivered to the Trustee an opinion of Bond Counsel to the effect that such funding will not adversely affect the exclusion from gross income for purposes of federal income taxation of interest on the Bonds. The Bonds shall be dated the Closing Date, shall mature on the applicable Maturity Date, and shall be subject to redemption prior to maturity as provided in Article IV.

The Bond shall bear interest, payable on each Interest Payment Date, from the Closing Date to the Maturity Date at the Variable Rate as determined by the Bondowner Representative pursuant to the terms of the Note (subject to such exceptions and conditions as are set forth in the Note) and communicated to the Borrower, the Trustee and the Bondowner on the Closing Date and promptly following the first day of each calendar month. Notwithstanding the foregoing, the Bond shall bear interest at the rate set forth in Section 2 of the Note under the conditions set forth in that Section and upon the occurrence of an Event of Default under the Loan Agreement, the Bond shall bear interest at the Default Rate. In no event may the interest rate on the Bond exceed the Maximum Rate. Interest on the Bond shall be computed on the basis of a 360 day year and actual days elapsed.

The Bond shall bear interest from the date to which interest has been paid on the Bond next preceding the date of its authentication, unless it is authenticated as of an Interest Payment Date for which interest has been paid, in which event it shall bear interest from such Interest Payment Date, or unless it is authenticated on or before the first Interest Payment Date, in which event it shall bear interest from the Closing Date.

Upon the initial issuance of the Bonds, the Trustee shall authenticate and deliver the Bonds to the Bank, as the initial registered owner, and the Bonds shall not be subject to any book entry system.

**Section 2.03. Payment of Bonds.** Payment of the principal of and interest on the Bonds shall be made in lawful money of the United States to the person appearing on the Bond registration books of the Trustee as the registered owner thereof on the applicable Interest

Payment Date, such principal and interest to be paid by check mailed on the Interest Payment Date by first class mail, postage prepaid, to the registered owner at its address as it appears on such registration books, except that the Trustee may, at the request of any registered owner of Bonds, make payments of principal and interest on the Bonds by wire transfer to the account within the United States designated by such owner to the Trustee in writing, any such designation to remain in effect until withdrawn in writing. Notwithstanding the foregoing, unless otherwise notified in writing by the Bondowner Representative, the Trustee shall make all payments of principal of and interest on the Bonds to the Bondowner Representative to the extent funds are on deposit with the Trustee for such payments under this Indenture.

**Section 2.04. Execution of Bond.** The Bonds shall be executed on behalf of the Issuer by the manual or facsimile signature of the Chair of the Board of Supervisors of the Issuer. Any facsimile signature shall have the same force and effect as if said person had manually signed the Bonds. In case any officer whose manual or facsimile signature shall appear on any Bond shall cease to be such officer before the delivery of such Bond such signature or such facsimile shall nevertheless be valid and sufficient for all purposes, the same as if he or she had remained in office until delivery, and also any Bond may bear the facsimile signatures of, or may be signed by, such Person as at the actual time of the execution of such Bond shall be the proper officer to sign such Bond although at the date of such Bond such Person may not have been such officers.

Only Bonds as shall bear thereon a certificate of authentication in the form set forth in Exhibit A, manually executed by the Trustee, shall be valid or obligatory for any purpose or entitled to the benefits of this Indenture and such certificate of the Trustee shall be conclusive evidence that the Bonds so authenticated have been duly authenticated and delivered hereunder and are entitled to the benefits of this Indenture.

**Section 2.05. Transfer of Bonds.**

(a) The Bonds may, in accordance with the terms of this Indenture but in any event subject to the provisions of Section 2.05(b) hereof, be transferred upon the registration books of the Trustee required to be kept pursuant to the provisions of Section 2.06, by the person in whose name they are registered, in person or by such person's duly authorized attorney, upon surrender of the Bonds for cancellation at the Principal Office of the Trustee, accompanied by a written instrument of transfer in a form acceptable to the Trustee, duly executed. Whenever a Bond shall be surrendered for transfer, the Issuer shall execute and the Trustee shall authenticate and deliver a new, fully registered Bond of the same series.

(b) The following shall apply to all transfers of the Bonds after the initial delivery of the Bonds:

(i) the Bonds, in the form attached hereto as Exhibit A, shall be a physical certificated instruments, and shall not be held in a book entry only system unless approved in advance in writing by the Issuer and the Bondowner Representative, each in its sole discretion;

(ii) the Bonds shall be transferred only in whole and only to a Sophisticated Investor;

(iii) each transferee of the Bonds shall deliver to the Issuer and the Trustee an Investor Letter, wherein the transferee agrees, among other matters, not to sell participating interests in the Bonds without the prior written consent of the Issuer and warrants that it is a Sophisticated Investor; and

(iv) the Trustee shall not authenticate or register a Bond unless the conditions of this Section 2.05(b) have been satisfied.

(c) The Trustee shall require the payment by the Owner of the Bonds requesting any such transfer of any tax, fee or other governmental charge required to be paid with respect to such transfer, but any such transfer shall otherwise be made without charge to the Owner requesting the same. The cost of printing any Bonds and any services rendered or any expenses incurred by the Trustee in connection therewith shall be paid by the Borrower.

(d) The Bondowner Representative shall indemnify and defend the Issuer, and the Supervisors, officers, directors, employees, attorneys and agents of the Issuer against any claim brought by any transferor or transferee of the Bonds in respect of the Bonds, this Indenture or any of the Loan Documents in the event that there occurs a transfer of any Bond that is not permitted pursuant to this Section 2.05. Failure to comply with Section 2.05(b) shall cause any purported transfer to be null and void.

Notwithstanding Section 2.05(b)(iii) above, the owner of the Bond may sell participation interests in a Bond, provided that: (i) such owner shall remain the owner of record in the register of the Trustee following the sale of any such participation interest; (ii) the purchaser of the participation interest is a Sophisticated Investor; (iii) any such participation shall be in a principal amount no less than the lesser of \$250,000 or the Outstanding principal amount of the applicable series of the Bonds; and (iv) the purchaser of such participation interest shall provide an Investor Letter to the Issuer and the Trustee substantially in the form of Exhibit B hereto.

**Section 2.06. Bond Register.** The Issuer hereby appoints the Trustee as registrar and authenticating agent for the Bonds. The Trustee will keep or cause to be kept at its Principal Office sufficient books for the registration, notation of principal and transfer of the Bonds, which shall at all reasonable times upon reasonable notice be open to inspection by the Issuer and the Borrower; and, upon presentation for such purpose, the Trustee as registrar shall, under such reasonable regulations as it may prescribe, transfer or cause to be transferred, on said books, the Bonds as hereinbefore provided.

The ownership of the registered Bonds shall be proved by the bond registration books held by the Trustee. The Trustee and the Issuer may conclusively assume that such ownership continues until written notice to the contrary is served upon the Trustee. The fact and the date of execution of any request, consent or other instrument and the amount and distinguishing numbers of the Bonds held by the person so executing such request, consent or other instrument may also be proved in any other manner which the Trustee may deem sufficient. The Trustee may nevertheless, in its discretion, require further proof in cases where it may deem further proof desirable.

Any request, consent, or other instrument or writing of the Holder of any Bond shall bind every future Holder of the Bond and the Holder of every Bond issued in exchange thereof or in lieu thereof, in respect of anything done or suffered to be done by the Trustee or the Issuer in accordance therewith or reliance thereon.

### ARTICLE III

#### ISSUANCE OF BONDS; APPLICATION OF PROCEEDS

**Section 3.01. Authentication and Delivery of the Bonds.** Upon the execution and delivery of this Indenture, the Issuer shall execute the Bonds and deliver them to the Trustee. Upon satisfaction of the conditions set forth in this Section, and without any further action on the

part of the Issuer, the Trustee shall authenticate a single Bond for each series of the Bonds in a principal amount not exceeding the applicable Authorized Amount, and shall deliver the Bonds pursuant to a Written Order of the Issuer. Prior to the authentication and delivery of the Bonds by the Trustee, the initial owner of the Bonds shall have executed and delivered to the Trustee an Investor Letter and there shall have been delivered to the Trustee each of the following:

- (i) a Certified Resolution authorizing issuance and sale of the Bonds and execution and delivery by the Issuer of the Indenture, the Loan Agreement and the Regulatory Agreement;
- (ii) copies of executed counterparts of this Indenture, the Loan Agreement, the Deed of Trust, the Regulatory Agreement and all of the other Loan Documents (as defined in the Loan Agreement), all in form and content satisfactory to the Bondowner Representative (as evidenced by the authentication and delivery of the Bond to the Bondowner Representative and acceptance thereof), and the original executed Notes;
- (iii) a Written Order of the Issuer to the Trustee to authenticate and deliver the Bonds as directed in such Written Order, upon payment of the Initial Disbursement by the Bondowner Representative and transfer thereof to the Trustee, for credit to the Bond Proceeds Account of the Construction Fund, and immediate disbursement into escrow with Old Republic Title Company;
- (iv) evidence satisfactory to the Issuer of arrangements to pay all costs associated with the issuance and sale of the Bonds; and
- (v) an opinion of Bond Counsel with respect to the due execution and delivery of the Indenture, Loan Agreement and the Bonds and the exclusion from gross income of the Bondowner of interest on the Bonds for federal income tax purposes.

**Section 3.02. Application of Proceeds of Bonds/Draw Down Provisions.** The Initial Disbursement and subsequent disbursements of the proceeds received from the sale of the Bonds shall be made in accordance with Section 3.03 of this Indenture. The Bondowner Representative shall fund the purchase price of the Bonds from time to time by funding advances of the Loans pursuant to the Loan Agreement with advances of purchase price allocated first to fund the Series 2020C-1 Bonds and then the Series 2020C-2 Bonds, with amounts allocated to the Series 2020C-1 Bond used to fund the portion of the Loans evidenced by the Series 2020C-1 Note and amounts allocated to the Series 2020C-2 Bond used to fund the portion of the Loans evidenced by the Series 2020C-2 Note. Amounts funded in such manner shall be deposited by the Bondowner Representative with the Trustee and shall be deposited into the Bond Proceeds Account of the Construction Fund in accordance with Section 3.03(a) of this Indenture. The Trustee shall note such amount in its records, and the Trustee's records, absent manifest error, shall be dispositive of the amount Outstanding. Such amounts shall constitute the Disbursed Amount, and shall begin to accrue interest, only upon disbursement by the Bondowner Representative to the Trustee for deposit in the Bond Proceeds Account of the Construction Fund. Notwithstanding anything herein to the contrary, the aggregate purchase price of each series of the Bonds funded by the Bondowner Representative may not exceed the Authorized Amount for such series of the Bonds (and the Trustee shall not record any advances which would cause the principal amount of a series of the Bonds to exceed such applicable Authorized Amount). In no event may additional advances of the purchase price of the Bonds be funded after March 1, 2023 unless there is delivered to the Trustee an opinion of Bond Counsel to the effect that such funding will not adversely affect the exclusion from gross income for purposes of federal income taxation of interest on the Bonds.

**Section 3.03. Disbursement of Bond Proceeds; Establishment of Construction Fund.**

There is hereby created and established with the Trustee a separate fund which shall be designated the "Construction Fund," which fund shall be applied only as provided in this Section. Within the Construction Fund there shall be created a Bond Proceeds Account, a Standard Equity Account and a Conversion Equity Account to be held by the Trustee. The Initial Disbursement on the Closing Date shall be disbursed by the Bondowner Representative pursuant to the Loan Agreement and remitted to the Trustee for deposit by the Trustee to the Bond Proceeds Account of the Construction Fund for payment to or upon the order of the Borrower to pay Qualified Project Costs.

(a) The Bondowner Representative shall fund the Loans from time to time in accordance with the Loan Agreement. Each advance of the Loans shall be treated as a concurrent funding of Bondowner Representative's purchase of a further drawdown of the related Bond. The Bondowner Representative shall deposit the proceeds of each drawdown on the Bonds with the Trustee for deposit into the Bond Proceeds Account of the Construction Fund. The Trustee shall deposit moneys received from or on behalf of the Borrower to the Standard Equity Account or the Conversion Equity Account, as applicable, of the Construction Fund. Funds on deposit in the Construction Fund, and any interest earnings thereon, shall be transferred by the Trustee to the Borrower (or, at the direction of the Bondowner Representative, to such contractors or subcontractors as specified in writing to the Trustee by the Bank) (i) for the payment of Project Costs (as defined in the Regulatory Agreement), (ii) in the case of funds held in the Standard Equity Account, for such other purposes requested by the Borrower, and (iii) in the case of the Conversion Equity Account, to prepay the Series 2020C-2 Note on the Conversion Date, as directed in writing by the Bank.

(b) The Issuer hereby authorizes and directs the disbursement by the Trustee of the amounts deposited in the Construction Fund in accordance with this Indenture to or upon the order of the Borrower (or, at the direction of the Bondowner Representative, to such contractors or subcontractors as specified in writing to the Trustee by the Bank) from time to time upon receipt by the Trustee of a written request of the Borrower, accompanied by a disbursement request in the form attached hereto as Exhibit C, and a determination of the Bondowner Representative that the conditions to disbursement contained in the Loan Agreement have been satisfied or waived. Notwithstanding the foregoing, prior to delivery of the Construction Completion Certificate, the Trustee shall disburse payments of interest on the Bonds when due from the Construction Fund without the need for a completed disbursement request.

(c) The Trustee shall maintain, or cause to be maintained, complete and accurate records regarding the disbursement of the proceeds of the Bonds in accordance with Section 3.02 and this Section 3.03 hereof, and shall provide copies thereof to the Issuer, the Bondowner Representative and the Borrower upon their written request. Additionally, the Trustee shall provide the Issuer upon its written request with a monthly statement regarding activity in each of the funds and accounts created under this Indenture, including the Construction Fund and the Bond Fund in the immediately preceding month.

(d) The Trustee, the Bondowner Representative and the Issuer shall not be responsible for the application by the Borrower of monies disbursed to the Borrower in accordance with this Section 3.03.

(e) Following receipt of a Completion Certificate (as defined in the Regulatory Agreement) from the Borrower, the Trustee shall transfer any amounts remaining in the

Construction Fund to the Bond Fund. Upon such transfer, the Construction Fund shall be closed.

If an Event of Default under and as defined in the Loan Agreement occurs and the maturity of the Bonds is accelerated in accordance with Section 4.01(b) hereof, the Trustee will, to the extent necessary, use moneys in the Construction Fund and Bond Fund to make payments on the Bonds.

**Section 3.04. Costs of Issuance Fund.** There is hereby created and established with the Trustee a separate fund which shall be designated the "Costs of Issuance Fund," which fund shall be applied only as provided in this Section. On the Closing Date, the Borrower shall, from its own funds, deposit with the Trustee the amount of \$[\_\_\_\_], which amount the Trustee shall deposit in the Costs of Issuance Fund. Amounts in the Costs of Issuance Fund shall be paid by the Trustee on or after the Closing Date to the California Debt and Investment Advisory Commission ("CDIAC") in the amount up to \$[\_\_\_\_] upon delivery of an invoice to the Trustee from CDIAC. Amounts remaining in the Costs of Issuance Fund 90 days after the Closing Date shall be returned to the Borrower, and the Trustee shall close the Costs of Issuance Fund.

**Section 3.05. Issuer's Annual Fee.** The Trustee shall collect the Issuer's Annual Fee from the Borrower when due from the Borrower and remit it to the Issuer at the times specified in the Regulatory Agreement. The Trustee may establish a fund or account in its records to deposit and remit the Annual Fee to the Issuer.

## ARTICLE IV

### REDEMPTION OF BONDS

**Section 4.01. Circumstances of Redemption.** The Bonds are subject to redemption upon the circumstances, on the dates and at the prices set forth as follows:

(a) The Bonds are subject to redemption in whole or in part on any date following the date the Project is placed in service for purposes of tax credits applicable to the Project, at a price equal to the principal amount of the Bonds to be redeemed plus interest accrued thereon to the date fixed for redemption, plus any applicable prepayment premium, as provided in the applicable Note or Notes or the Loan Agreement; provided, however, that any other charges then due and payable pursuant to the Notes or the Loan Agreement shall be paid in full (or, in connection with a partial redemption of the Bonds, paid in proportion to the amount of Bonds being so redeemed) on the redemption date. Any partial prepayment of the Notes shall first be used to prepay the Series 2020C-2 Note (and thereby redeem Series 2020C-1 Bond) and then the Series 2020C-1 Note (and thereby redeem Series 2020C-2 Bond).

(b) The Bonds are subject to mandatory redemption in whole upon the occurrence of an Event of Default under the Loan Agreement or any other of the Loan Documents (subject to all applicable notice and cure provisions contained therein), at the written direction of the Bondowner Representative, at a redemption price equal to the principal amount of the Bonds then Outstanding, plus accrued interest thereon to the date of redemption, plus any applicable prepayment premium, as provided in the Notes or the Loan Agreement.

(c) [Reserved].

(d) The Series 2020C-1 Bond shall be subject to mandatory redemption in whole on the “Convertible Loan Maturity Date” as defined in the Loan Agreement.

(e) The Series 2020C-2 Bond shall be subject to mandatory redemption (i) in full on the Conversion Date and (ii) in full on the “Construction Loan Maturity Date” (as defined in the Loan Agreement), as may be extended by the terms of the Loan Agreement, in the event the “Conditions to Conversion” (as defined in the Loan Agreement) are not satisfied on or before the Construction Loan Maturity Date (as may be extended by the terms of the Loan Agreement).

(f) The Bonds shall be subject to mandatory redemption, at the direction of the Bondowner Representative (given in accordance with the Loan Agreement or the Deed of Trust), in whole or in part on any date, from insurance proceeds received in connection with a partial or total casualty loss of the Project or a condemnation award in connection with a partial or complete taking of the Project, but only to the extent such proceeds or award are not used to repair, replace or restore the Project, at a price equal to the principal amount of the Bond to be redeemed plus interest accrued thereon to the date fixed for redemption and any additional amount payable pursuant to the Notes or the Loan Agreement.

Any partial redemption of the Bonds shall be first used to pay the Series 2020C-2 Bond and then the Series 2020C-1 Bond.

The Bondowner Representative is hereby authorized and directed, and hereby agrees, to fix the date for any such redemption and to provide written notice thereof to the Trustee, and, if Revenues are available, to cause the Trustee to redeem the Bonds so called on the date so fixed by the Bondowner Representative. The Bondowner need not surrender a Bond in connection with any redemption of a Bond unless the Bond is redeemed in whole.

**Section 4.02. No Notice of Redemption.** No notice of redemption of the Bonds need be given to the Bondowner by the Trustee, but the Bondowner Representative shall give notice of any redemption under Section 4.01(b) to the Issuer at the same time such notice is given to the Trustee; provided such notice shall not be a condition precedent to any redemption and neither failure to give such notice nor any defect in such notice shall affect the validity of any redemption hereunder.

**Section 4.03. Effect of Redemption.** If moneys for payment of the redemption price of the Bonds being called for redemption are being held by the Trustee, the Bonds shall, on the redemption date selected by the Borrower or Bondowner Representative, as applicable, become due and payable at the redemption price specified herein, interest on the principal amount of the Bonds so called for redemption shall cease to accrue, said principal amount of Bonds shall cease to be entitled to any lien, benefit or security under this Indenture, and the owner of the Bonds called for redemption shall have no rights in respect thereof except to receive payment of the redemption price thereof.

## ARTICLE V

### REVENUES

**Section 5.01. Pledge of Revenues.** All of the Revenues are hereby irrevocably pledged to the punctual payment of the principal of and interest on the Bonds. The Issuer also hereby transfers in trust, grants a security interest in and assigns to the Trustee, for the benefit of the owner from time to time of the Bonds, all of its right, title and interest in (excluding the Reserved

Rights) (a) the Revenues, but excluding any amounts calculated as excess investment earnings under Section 6.07 hereof, (b) all amounts on deposit in any fund or account created hereunder and held by the Trustee, but excluding any amounts calculated as excess investment earnings under Section 6.07 hereof, (c) the Loan Agreement (except for the Reserved Rights under Sections 2.3, 3.1.5, 7.17, 7.33.3, 8.1(h), and 12.2 of the Loan Agreement and amounts payable to the United States of America pursuant to the Regulatory Agreement and Tax Certificate), (d) the Notes, and (e) any other amounts or agreements referenced in the Loan Agreement as security for the repayment of the Bonds (collectively, the "Trust Estate"). The Notes have been endorsed without recourse to the Trustee, and the Deed of Trust is delivered in favor of the Issuer and assigned without recourse to the Trustee.

All Revenues received by the Trustee and all amounts on deposit in the funds and accounts created hereunder and held by the Trustee (other than amounts held pursuant to Section 3.05 for the benefit of the Issuer and amounts held in the Rebate Fund pursuant to Section 6.07 hereof) shall be held in trust for the benefit of the owner from time to time of the Bonds, but shall nevertheless be disbursed, allocated and applied solely for the uses and purposes hereinafter set forth in this Article V.

Notwithstanding anything contained in this Indenture, the Issuer shall not be required to advance any moneys other than the Trust Estate for any of the purposes mentioned in this Indenture, whether for the payment of the principal of or interest on the Bonds or for any other purpose of this Indenture.

THE BONDS ARE SPECIAL LIMITED OBLIGATIONS OF THE ISSUER PAYABLE SOLELY FROM THE REVENUES, INCOME AND RECEIPTS DERIVED UNDER THE LOAN AGREEMENT AND PLEDGED TO THE PAYMENT THEREOF UNDER THIS INDENTURE. THE BONDS DO NOT CONSTITUTE, WITHIN THE MEANING OF ANY STATUTORY OR CONSTITUTIONAL PROVISION, AN INDEBTEDNESS, AN OBLIGATION OR A LOAN OF CREDIT OF THE STATE, THE ISSUER (EXCEPT TO THE LIMITED EXTENT PROVIDED HEREIN), OR ANY OTHER POLITICAL SUBDIVISION OF THE STATE. THE ISSUER HAS NO TAXING POWER.

**Section 5.02. Bond Fund.** There is hereby created and established with the Trustee a separate fund which shall be designated the "Bond Fund," which fund shall be applied only as provided in this Section.

The Trustee shall credit to the Bond Fund from time to time, upon receipt thereof, all Revenues, including (i) income received from the investment of moneys on deposit in the Bond Fund, and (ii) any other Revenues, including insurance proceeds, condemnation awards and other Loan payments or prepayments received from or for the account of the Borrower.

Except as provided in Section 10.02, moneys in the Bond Fund shall be used solely for the payment of the principal of and premium, if any, and interest on the Bonds as the same shall become due, whether at maturity or upon redemption or acceleration or otherwise.

On each date on which principal of or interest on the Bonds is due and payable, the Trustee shall pay such amount from the Bond Fund.

**Section 5.03. Investment of Moneys.** Except as otherwise provided in this Section, any moneys in any of the funds and accounts to be established by the Trustee pursuant to this Indenture shall be invested by the Trustee in Investment Securities selected and directed in writing by the Borrower, with respect to which payments of principal thereof and interest thereon are scheduled or otherwise payable not later than one day prior to the date on which it is

estimated that such moneys will be required by the Trustee. In the absence of such directions, the Trustee shall invest such monies in Investment Securities described in clause (b) of the definition thereof. The Trustee shall have no liability or responsibility for any loss resulting from any investment made in accordance with this Section 5.03, except for those arising from the willful misconduct or fraud on the part of the Trustee.

Except as otherwise provided in the next sentence, all investments of amounts deposited in any fund or account created by or pursuant to this Indenture, or otherwise containing gross proceeds of the Bonds (within the meaning of Section 148 of the Code) shall be acquired, disposed of, and valued (as of the date that valuation is required by this Indenture or the Code) at Fair Market Value. Investments in funds or accounts (or portions thereof) that are subject to a yield restriction under applicable provisions of the Code shall be valued at their present value (within the meaning of Section 148 of the Code). The Trustee shall have no duty to determine Fair Market Value or present value hereunder.

For the purpose of determining the amount in any fund or account, all Investment Securities credited to such fund or account shall be valued at the lower of cost or par (which shall be measured exclusive of accrued interest) after the first payment of interest following purchase.

Any interest, profit or loss on such investment of moneys in any fund or account shall be credited or charged to the respective funds or accounts from which such investments are made. The Trustee may sell or present for redemption any obligations so purchased whenever it shall be necessary in order to provide moneys to meet any payment, and the Trustee shall not be liable or responsible for any loss resulting from such sale or redemption.

The Trustee may make any and all investments permitted under this Section 5.03 through its own trust or banking department or any affiliate and may pay said department reasonable, customary fees for placing such investments. The Trustee and its affiliates may act as principal, agent, sponsor, advisor or depository with respect to Investment Securities under this Section 5.03.

The Issuer (and the Borrower by its execution of the Loan Agreement) acknowledges that to the extent regulations of the Comptroller of the Currency or other applicable regulatory entity grant the Issuer or the Borrower the right to receive brokerage confirmations of security transactions as they occur, the Issuer and the Borrower will not receive such confirmations to the extent permitted by law. The Trustee will furnish the Borrower and the Issuer (to the extent requested by it) periodic cash transaction statements which shall include detail for all investment transactions, if any, made by the Trustee hereunder.

**Section 5.04. Enforcement of Obligations.** Upon the occurrence of an Event of Default actually known to a Responsible Officer of the Bondowner Representative, the Bondowner Representative shall be entitled in its sole discretion to take all steps, actions and proceedings, or to direct the Trustee to take all steps and proceedings: (a) to enforce the terms, covenants and conditions of, and preserve and protect the priority of its interest in and under, the Loan Agreement, the Regulatory Agreement and the Deed of Trust, and (b) to request compliance with all covenants, agreements and conditions on the part of the Issuer contained in this Indenture with respect to the Revenues.

## ARTICLE VI

### COVENANTS OF THE ISSUER

**Section 6.01. Payment of Principal and Interest.** The Issuer shall punctually pay, but only out of Revenues as herein provided, the principal and the interest (and premium, if any) to become due in respect of the Bonds at the times and places and in the manner provided herein and in the Bonds, according to the true intent and meaning thereof. When and as paid in full, the Bonds shall be delivered to the Trustee and shall forthwith be destroyed.

**Section 6.02. Preservation of Revenues; Amendment of Documents.** The Issuer shall not take any action to interfere with or impair the pledge and assignment hereunder of Revenues and the assignment to the Trustee of rights of the Issuer under the Loan Agreement and the Deed of Trust and other Loan Documents, or the Trustee's or the Bondowner Representative's enforcement of any rights hereunder or thereunder, shall not take any action to impair the validity or enforceability of the Loan Agreement or the Deed of Trust and other Loan Documents, and shall not waive any of its rights under or any other provision of or permit any amendment of the Loan Agreement or the Deed of Trust and other Loan Documents, without the prior written consent of the Bondowner Representative.

**Section 6.03. Compliance with Indenture.** The Issuer shall not issue, or permit to be issued, any bond secured or payable in any manner out of Revenues other than in accordance with the provisions of this Indenture; it being understood that the Issuer reserves the right to issue obligations payable from and secured by sources other than the Revenues and the assets assigned herein. The Issuer shall faithfully observe and perform all the covenants, conditions and requirements hereof. So long as the Bonds are Outstanding, the Issuer shall not create any pledge, lien or charge of any type whatsoever upon all or any part of the Revenues, other than the lien of this Indenture.

**Section 6.04. Further Assurances.** Whenever and so often as requested so to do by the Bondowner Representative, the Issuer, at the expense of the Borrower, shall promptly execute and deliver or cause to be executed and delivered all such other and further instruments, documents or assurances, and promptly do or cause to be done all such other and further things, as may be necessary or reasonably required in order to further and more fully vest in the Bondowner Representative and the Bondowner all of the rights, interests, powers, benefits, privileges and advantages conferred or intended to be conferred upon them by this Indenture and to perfect and maintain as perfected such rights, interests, powers, benefits, privileges and advantages.

**Section 6.05. No Arbitrage.** Solely in reliance upon the covenants and representations of the Borrower in the Loan Agreement, in the Regulatory Agreements and in the Tax Certificate, the Issuer shall not take, nor knowingly permit nor suffer to be taken by the Trustee or otherwise, any action with respect to the gross proceeds of the Bonds which would cause the Bonds to be "arbitrage bonds" within the meaning of Section 148(a) of the Code and Regulations promulgated thereunder.

**Section 6.06. Limitation of Expenditure of Proceeds.** The Issuer shall assure, solely in reliance upon the covenants and representations of the Borrower in the Loan Agreement, in the Regulatory Agreements and in the Tax Certificate, that not less than 95% of the amount advanced as the purchase price of the Bonds, plus premium (if any) paid on the purchase of the Bonds by the original purchaser thereof from the Issuer, less original issue discount, will be used for Qualified Project Costs and less than 25% of such amount will be used for acquisition of land or an interest in land.

**Section 6.07. Rebate of Excess Investment Earnings to United States.** The Rebate Fund shall be established by the Trustee and held and applied as provided in this Section. On any date on which any amounts are required by applicable federal tax law to be rebated to the federal government, amounts shall be deposited into the Rebate Fund by the Borrower for such purpose. 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 applicable requirements of the Code and as calculated by the Rebate Analyst, for payment to the United States Government, and none of the Issuer, the Borrower or any Bondowner shall have any rights in or claim to such moneys. All amounts deposited into or on deposit in the Rebate Fund shall be governed by this Section and by the Tax Certificate. The Trustee shall conclusively be deemed to have complied with such provisions if it follows the written instructions of the Issuer, Bond Counsel or the Rebate Analyst, including supplying all necessary information in the manner set forth in the Tax Certificate, and shall not be required to take any actions under the Tax Certificate in the absence of written instructions from the Issuer, Bond Counsel or the Rebate Analyst.

Within 55 days of the end of each fifth Bond Year and within 55 days of payment in full of the Bond, the Trustee shall request and the Borrower shall cause the Rebate Analyst to calculate the amount of rebatable arbitrage, in accordance with Section 148(f)(2) of the Code and Section 1.148 3 of the Rebate Regulations (taking into account any exceptions with respect to the computation of the rebatable arbitrage, described, if applicable, in the Tax Certificate (e.g., the temporary investments exceptions of Section 148(f)(4)(B) and (C) of the Code)), for this purpose treating the last day of the applicable Bond Year as a computation date, within the meaning of Section 1.148 1(b) of the Rebate Regulations (the “Rebatable Arbitrage”).

Within 55 days of the end of each fifth Bond Year and within 55 days of payment in full of the Bond, upon the written direction of the Issuer, Bond Counsel or the Rebate Analyst, an amount shall be deposited to the Rebate Fund by the Trustee from amounts provided by the Borrower, if and to the extent required so that the balance in the Rebate Fund shall equal the amount of Rebatable Arbitrage so calculated in accordance with the preceding paragraph.

The Trustee shall pay, as directed by the Issuer, Bond Counsel or the Rebate Analyst, to the United States Treasury, out of amounts in the Rebate Fund:

- (i) Not later than 60 days after the end of (A) the fifth Bond Year, and (B) each applicable fifth Bond Year thereafter, an amount equal to at least 90% of the Rebatable Arbitrage calculated as of the end of such Bond Year; and
- (ii) Not later than 60 days after the payment of the Bond in full, an amount equal to 100% of the Rebatable Arbitrage calculated as of the end of such applicable Bond Year, and any income attributable to the Rebatable Arbitrage, computed in accordance with Section 148(f) of the Code.

Each payment required to be made under this Section shall be made to the Internal Revenue Service Center at the address provided in such direction on or before the date on which such payment is due, and shall be accompanied by Internal Revenue Service Form 8038 T, which shall be prepared by the Rebate Analyst and provided to the Trustee.

Notwithstanding any provision of this Indenture to the contrary, the obligation to remit payment of the Rebatable Arbitrage to the United States and to comply with all other requirements of this Section 6.07 and Section 7.33 of the Loan Agreement, the requirements of the Regulatory Agreement and the requirements of the Tax Certificate shall survive the defeasance or payment in full of the Bonds.

Any funds remaining in the Rebate Fund after redemption and payment in full of all of the Bonds and payment and satisfaction of any Rebate Requirement, or provision made therefor in accordance with the written direction of the Issuer, the Rebate Analyst or Bond Counsel, shall be withdrawn and remitted to the Borrower.

The Trustee shall keep such records of the computations made pursuant to this Section 6.07 as are required under Section 148(f) of the Code to the extent furnished to the Trustee. The Borrower shall or shall cause the Rebate Analyst to provide to the Issuer copies of all rebate computations made pursuant to this Section 6.07. The Trustee shall keep and make available to the Borrower such records concerning the investments of the gross proceeds of the Bonds and the investments of earnings from those investments made by the Trustee as may be requested by the Borrower in order to enable the Borrower to cause the Rebate Analyst to make the aforesaid computations as are required under Section 148(f) of the Code.

Notwithstanding the foregoing, the computations and payments of Rebatable Arbitrage need not be made to the extent that neither the Issuer nor the Borrower will thereby fail to comply with any requirements of Section 148(f) of the Code based on an Opinion of Bond Counsel, to the effect that such failure will not adversely affect the exclusion from gross income for federal income tax purposes of interest on the Bonds, a copy of which shall be provided to the Trustee, at the expense of the Borrower.

**Section 6.08. Limitation on Issuance Costs.** The Issuer shall assure, solely in reliance upon the covenants and representations of the Borrower in the Loan Agreement, in the Regulatory Agreements and in the Tax Certificate, that, from the proceeds of the Bonds received from the original purchaser thereof and investment earnings thereon, an amount not in excess of two percent of the face amount of the Bonds will be used to pay for, or provide for the payment of, Issuance Costs. For this purpose, if the fees of such original purchaser are retained as a discount on the purchase of the Bonds, such retention shall be deemed to be an expenditure of proceeds of the Bonds for said fees.

**Section 6.09. Federal Guarantee Prohibition.** The Issuer shall take no action if the result of the same would be to cause the Bonds to be “federally guaranteed” within the meaning of Section 149(b) of the Code.

**Section 6.10. Prohibited Facilities.** The Issuer, solely in reliance upon the covenants and representations of the Borrower in the Loan Agreement, in the Regulatory Agreements and in the Tax Certificate, shall assure that no portion of the proceeds of the Bonds will be used to provide any airplane, skybox or other private luxury box, health club facility, facility primarily used for gambling, or store the principal business of which is the sale of alcoholic beverages for consumption off premises. The Issuer, solely in reliance upon the covenants and representations of the Borrower in the Loan Agreement, in the Regulatory Agreements and in the Tax Certificate, shall assure that no portion of the proceeds of the Bond will be used for an office unless the office is located on the premises of the facilities constituting the Project and unless not more than a de minimis amount of the functions to be performed at such office is not related to the day to day operations of the Project.

**Section 6.11. Use Covenant.** Solely in reliance upon the covenants and representations of the Borrower in the Loan Agreement, in the Regulatory Agreements and in the Tax Certificate, the Issuer shall not use or knowingly permit the use any proceeds of the Bonds or any other funds of the Issuer, directly or indirectly, in any manner, and shall not take any other action or actions, which would result in the Bonds being treated as obligations not described in Section 142(d) of the Code by reason of the Bonds not meeting the requirements of Section 142(d) of the Code.

**Section 6.12. Immunities and Limitations of Responsibility of Issuer.** The Issuer shall be entitled to the advice of counsel (who, except as otherwise provided, may be counsel for the Bondowner), and the Issuer shall be wholly protected as to action taken or omitted in good faith in reliance on such advice. The Issuer may rely conclusively on any communication or other document furnished to it hereunder and reasonably believed by it to be genuine. The Issuer shall not be liable for any action (a) taken by it in good faith and reasonably believed by it to be within its discretion or powers hereunder, or (b) in good faith omitted to be taken by it because such action was reasonably believed to be beyond its discretion or powers hereunder, or (c) taken by it pursuant to any direction or instruction by which it is governed hereunder, or (d) omitted to be taken by it by reason of the lack of any direction or instruction required hereby for such action; nor shall it be responsible for the consequences of any error of judgment reasonably made by it. The Issuer shall in no event be liable for the application or misapplication of funds or for other acts or defaults by any person and shall be liable only for its gross negligence or willful misconduct. When any payment or consent or other action by it is called for hereby, it may defer such action pending receipt of such evidence (if any) as it may require in support thereof. The Issuer shall not be required to take any remedial action (other than the giving of notice) unless indemnity in a form acceptable to the Issuer is furnished for any expense or liability to be incurred in connection with such remedial action, other than liability for failure to meet the standards set forth in this Section. The Issuer shall be entitled to reimbursement from the Borrower for its expenses reasonably incurred or advances reasonably made, with interest at the highest rate at which interest accrues from time to time on the Bond, in the exercise of its rights or the performance of its obligations hereunder, to the extent that it acts without previously obtaining indemnity. No permissive right or power to act which the Issuer may have shall be construed as a requirement to act; and no delay in the exercise of a right or power shall affect its subsequent exercise of the right or power. The Borrower has indemnified the Issuer against certain acts and events as set forth in Sections 7.17 and 7.33.3 of the Loan Agreement and Section 9 of the Regulatory Agreement. Such indemnities shall survive payment of the Bonds and discharge of this Indenture.

Anything in this Indenture to the contrary notwithstanding, it is expressly understood by the parties to this Indenture that (a) the Issuer and the Trustee may rely exclusively on the truth and accuracy of any certificate, opinion, notice or other instrument furnished to the Issuer, the Trustee or the Bondowner Representative as to the existence of any fact or state of affairs, (b) the Issuer shall not be under any obligation under this Indenture to perform any record keeping or to provide any legal services, it being understood that such services shall be performed or caused to be performed by the Trustee or by the Bondowner Representatives and (c) none of the provisions of this Indenture shall require the Issuer or the Trustee to expend or risk its own funds or otherwise to incur financial liability in the performance of any of its duties or in the exercise of any of its rights or powers under this Indenture, unless it shall first have been adequately indemnified to its satisfaction against any costs, expenses and liability which it may incur as a result of taking such action.

**Section 6.13. Limitation of Liability of Issuer and Its Officers, Employees and Agents.** No recourse for the payment of any part of the principal of, premium, if any, or interest on the Bond or for the satisfaction of any liability arising from, founded upon or existing by reason of the issuance, purchase or ownership of the Bond shall be had against the Board of Supervisors of the Issuer or any official, officer, agent or employee of the Issuer, as such, all such liability being expressly released and waived as a condition of and as a part of the consideration for the execution of this Indenture and the issuance of the Bond. No covenant, stipulation, obligation or agreement of the Issuer contained in this Indenture shall be deemed to be a covenant, stipulation, obligation or agreement of any present or future officer, agent or employee of the Issuer or the Board of Supervisors in other than that person's official capacity. No Supervisor, officer, agent

or employee of the Issuer shall be individually or personally liable for the payment of the principal or redemption price of or interest on the Bond or be subject to any personal liability or accountability by reason of the issuance of the Bond. No covenant, condition or agreement contained herein shall be deemed to be a covenant, agreement or obligation of any present or future Supervisor, officer, director, employee or agent of the Issuer in his individual capacity, and neither the supervisors, officers, employees or agents of the Issuer in their individual capacity, and neither the supervisors, officers, employees or agents of the Issuer executing the Bond or this Indenture shall be liable personally on the Bond or under this Indenture or be subject to any personal liability or accountability by reason of the issuance of the Bond or the execution of this Indenture.

## ARTICLE VII

### DEFAULT

**Section 7.01. Default Under Loan Agreement; Acceleration.** No default by the Borrower under the Loan Agreement shall constitute an event of default with respect to the Bonds. The Issuer's, Trustee's, Borrower's and Bondowner Representative's remedies with respect to a default under the Loan Documents shall be as set forth under the Loan Documents. The Bondowner Representative may, upon the acceleration of the Borrower's obligations under the Loan Documents, direct the Trustee to accelerate the maturity of the Bonds and apply any funds available hereunder for such purpose as provided herein (after paying the fees and expenses of the Trustee and the Issuer). Any Bonds remaining outstanding shall be deemed paid upon transfer, to or at the direction of the Bondowner Representative, of the Loan Documents and all security therefor free and clear of the lien of this Indenture.

The Issuer shall cooperate with the Bondowner Representative and the Trustee in exercising rights and remedies under the Loan Documents, but only upon being satisfactorily indemnified by the Borrower for any fees or expenses relating thereto as provided in the Loan Agreement and Regulatory Agreement.

Whether or not an Event of Default has occurred, the Bondowner Representative, in its sole discretion, shall have the sole right to waive or forebear any term, condition, covenant or agreement in the Loan Agreement applicable to the Borrower or any breach thereof, and provided that the Bondowner Representative shall have no right to waive and the Issuer may seek specific performance by the Borrower to enforce the Reserved Rights. With respect to any of its Reserved Rights, the Issuer may exercise such rights as permitted by the Regulatory Agreement in connection with a default thereunder.

In the event that the Trustee, the Bondowner Representative or their respective assignee or designee shall become the legal or beneficial owner of the Project by foreclosure or deed in lieu of foreclosure, such party shall have the right, to be exercised in its sole discretion, to succeed to the rights and the obligations of the Borrower under the Loan Agreement, the Notes, the Regulatory Agreement and any other Loan Documents to which the Borrower is a party. Such assumption shall be effective from and after the effective date of such acquisition and shall be made with the benefit of the limitations of liability set forth therein and without any liability for the prior acts of the Borrower.

**Section 7.02. Limitation of Liability to Revenues.** Notwithstanding anything in this Indenture, the Issuer shall not be required to advance any moneys derived from any source other than the Revenues for any of the purposes mentioned in this Indenture, whether for the payment of the principal of or interest on the Bonds or for any other purpose of this Indenture. The Bonds are limited obligations of the Issuer and are payable from and secured by the Revenues and any

funds or assets pledged under this Indenture and not from any other revenues, funds or assets of the Issuer.

It is recognized that notwithstanding any other provision of this Indenture, none of the Borrower, the Trustee or the Holder shall look to the Issuer for damages suffered by the Borrower, the Trustee or the Holder as a result of the failure of the Issuer to perform any covenant, undertaking or obligation under this Indenture, the Loan Agreement, the Bonds or any of the other documents referred to herein, or as a result of the incorrectness of any representation made by the Issuer in any of such documents, nor for any other reason. Although this Indenture recognizes that such documents shall not give rise to any pecuniary liability of the Issuer, nothing contained in this Indenture shall be construed to preclude in any way any action or proceeding (other than that element of any action or proceeding involving a claim for monetary damages against the Issuer) in any court or before any governmental body, agency or instrumentality or otherwise against the Issuer or any of its officers or employees to enforce the provisions of any of such documents which the Issuer is obligated to perform and the performance of which the Issuer has not assigned to the Trustee or any other person; provided, however, that as a condition precedent to the Issuer proceeding pursuant to this Section 7.02, the Issuer shall have received satisfactory indemnification.

## ARTICLE VIII

### THE TRUSTEE AND AGENTS

**Section 8.01. Duties, Immunities and Liabilities of Trustee.** In consideration of the recitals hereinabove set forth and for other valuable consideration, the Issuer hereby agrees to employ the Trustee (at the expense of the Borrower) to receive, hold, invest and disburse the moneys received pursuant to the Loan Agreement for credit to the various funds and accounts established by this Indenture; to authenticate, deliver and transfer the Bonds; and to apply and disburse the payments received from the Borrower pursuant to the Loan Agreement to the owner of the Bonds; and to perform certain other functions; all as herein provided and subject to the terms and conditions of this Indenture. The Trustee shall perform such duties and only such duties as are specifically set forth in this Indenture and no additional covenants or duties of the Trustee shall be implied in this Indenture. The Trustee is authorized and directed to enter into the Loan Documents to which it is a party, solely in its capacity as Trustee.

No provision of this Indenture shall be construed to relieve the Trustee from liability for its own negligent action or its own negligent failure to act, except that:

(a) The duties and obligations of the Trustee shall be determined solely by the express provisions of this Indenture, the Trustee shall not be liable except for the performance of such duties and obligations as are specifically set forth in this Indenture, and no implied covenants or obligations shall be read into this Indenture against the Trustee; and in the absence of bad faith on the part of the Trustee, the Trustee may conclusively rely, as to the truth of the statements and the correctness of the opinions expressed therein, upon any certificate or opinion furnished to the Trustee conforming to the requirements of this Indenture;

(b) At all times (i) the Trustee shall not be liable for any act or omission unless the Trustee or its agent was negligent or engaged in willful misconduct; and (ii) the Trustee shall not be liable with respect to any action taken or omitted to be taken by it in good faith in accordance with the direction of the Issuer, accompanied by an opinion of Bond Counsel as provided herein, or in accordance with the directions of the Bondowner Representative or in accordance with the directions of the owner of the Bonds relating to

the time, method and place of conducting any proceeding for any remedy available to the Trustee, or exercising any trust or power conferred upon the Trustee under this Indenture;

(c) The Trustee shall not be required to take notice or be deemed to have notice of (i) any default hereunder or under the Loan Agreement, unless a Responsible Officer of the Trustee shall be specifically notified in writing of such default by the Issuer, the Bondowner Representative or the owner of the Bonds, or (ii) any default under the Regulatory Agreement unless a Responsible Officer of the Trustee shall be specifically notified in writing of such default by the Issuer;

(d) Before taking any action under the Regulatory Agreement, Article VII hereof or this Section at the request or direction of the Bondowner or the Bondowner Representative, the Trustee may require that a satisfactory indemnity be furnished by the Bondowner, for the reimbursement of all expenses to which it may be put and to protect it against all liability, except liability which is adjudicated to have resulted from its negligence or willful misconduct in connection with any action so taken;

(e) Upon any application or request by the Issuer or the Bondowner Representative to the Trustee to take any action under any provision of this Indenture or the Regulatory Agreement, the Issuer or Bondowner Representative, as applicable, shall furnish to the Trustee a certificate stating that all conditions precedent, if any, provided for in this Indenture relating to the proposed action have been complied with, and an Opinion of Counsel stating that in the opinion of such counsel all such conditions precedent, if any, have been complied with, except that in the case of any such application or request as to which the furnishing of such documents is specifically required by any provision of this Indenture relating to such particular application or request, no additional certificate or opinion need be furnished;

(f) The Trustee may execute any of the powers hereunder or perform any duties hereunder either directly or through agents or attorneys;

(g) Neither the Issuer nor the Borrower shall be deemed to be agents of the Trustee for any purpose, and the Trustee shall not be liable for any noncompliance of any of them in connection with their respective duties hereunder or in connection with the transactions contemplated hereby;

(h) The Trustee shall be entitled to rely upon telephonic notice for all purposes whatsoever so long as the Trustee reasonably believes such telephonic notice has been given by a person authorized to give such notice;

(i) The immunities extended to the Trustee also extend to its directors, officers and employees;

(j) Under no circumstances shall the Trustee be liable in its individual capacity for the obligations evidenced by the Bond, it being the sole obligation of the Trustee to administer, for the benefit of the Bondowner, the various funds and accounts established hereunder;

(k) No permissive power, right or remedy conferred upon the Trustee hereunder shall be construed to impose a duty to exercise such power, right or remedy;

(l) The Trustee shall not be liable for any action taken or not taken by it in accordance with the direction of the holder of the Bond or the Bondowner Representative related to the exercise of any right, power or remedy available to the Trustee;

(m) The Trustee shall have no duty to review any financial statements or budgets filed with it by the Borrower under the Loan Agreement;

(n) The Trustee acknowledges that the Borrower has an obligation to pay certain fees to the Issuer pursuant to Section 7(d) of the Regulatory Agreement. The Trustee further acknowledges that in order to preserve the tax-exempt status of interest on the Bonds, the Borrower must comply with requirements for rebate of excess investment earnings to the federal government to the extent applicable. The Trustee agrees to use commercially reasonable efforts to send the Borrower a notification or reminder of: (i) its payment obligations under said Section 7(d) of the Regulatory Agreement 30 days preceding each annual payment date therefor, commencing with the payment date on March 1, 2021, and ending on the date set forth in the Regulatory Agreement; and (ii) the Borrower's obligation to make payments to the Rebate Fund as provided herein; and

(o) The Trustee shall not be considered in breach of or in default in its obligations hereunder or progress in respect thereto in the event of enforced delay ("unavoidable delay") in the performance of such obligations due to unforeseeable causes beyond its control and without its fault or negligence, including, but not limited to, Acts of God or of the public enemy or terrorists, acts of a government, acts of the other party, fires, floods, epidemics, quarantine restrictions, strikes, freight embargoes, earthquakes, explosion, mob violence, riot, inability to procure or general sabotage or rationing of labor, equipment, facilities, sources of energy, material or supplies in the open market, litigation or arbitration involving a party or others relating to zoning or other governmental action or inaction pertaining to the project, malicious mischief, condemnation, and unusually severe weather or delays of suppliers or subcontractors due to such causes or any similar event and/or occurrences beyond the control of the Trustee.

None of the provisions contained in this Indenture shall require the Trustee to expend or risk its own funds or otherwise incur individual financial liability in the performance of any of its duties as Trustee or in the exercise of any of its rights or powers as Trustee. Whether or not therein expressly so provided, every provision of this Indenture, the Loan Agreement, the Regulatory Agreement or any other document relating to the conduct, powers or duties of, or affecting the liability of, or affording protection to, the Trustee shall be subject to the provisions of this Article VIII.

**Section 8.02. Right of Trustee to Rely Upon Documents, Etc.** Except as otherwise provided in Section 8.01:

(a) The Trustee may rely and shall be protected in acting or refraining from acting upon any resolution, certificate, statement, instrument, opinion, report, notice, request, consent, order, facsimile transmission, electronic mail, demand, direction, election, requisition, bond or other paper or document reasonably believed by it to be genuine and to have been signed and presented by the proper party or parties;

(b) Any consent, demand, direction, election, notice, order or request of the Issuer mentioned herein shall be sufficiently evidenced by a Written Consent, Written Demand, Written Direction, Written Election, Written Notice, Written Order or Written

Request of the Issuer, and any resolution of the Issuer may be evidenced to the Trustee by a Certified Resolution;

(c) The Trustee may consult with counsel (who may be counsel for the Issuer, counsel for the Trustee or Bond Counsel) and the opinion of such counsel shall be full and complete authorization and protection in respect of any action taken or suffered by it hereunder in good faith and in accordance with the opinion of such counsel;

(d) Whenever in the administration of this Indenture the Trustee shall deem it necessary or desirable that a matter be proved or established prior to taking or suffering any action hereunder, such matter (unless other evidence in respect thereof be herein specifically prescribed) may, in the absence of negligence or bad faith on the part of the Trustee, be deemed to be conclusively proved and established by a Certificate of the Issuer or a certificate of the Bondowner Representative; and such Certificate of the Issuer or a certificate of the Bondowner Representative shall, in the absence of negligence or bad faith on the part of the Trustee, be full warrant to the Trustee for any action taken or suffered by it under the provisions of this Indenture upon the faith thereof;

(e) The Trustee shall not be bound to make any investigation into the facts or matters stated in any resolution, certificate, statement, instrument, opinion, report, notice, request, direction, consent, order, bond, debenture or other paper or document, but the Trustee, in its discretion, may make such further inquiry or investigation into such facts or matters as it may see fit; and

(f) The Trustee agrees to accept and act upon facsimile transmission of written instructions and/or directions pursuant to this Indenture provided, however, that: (i) subsequent to such facsimile transmission of written instructions and/or directions the Trustee shall forthwith receive the originally executed instructions and/or directions, (ii) such originally executed instructions and/or directions shall be signed by a person as may be designated and authorized to sign for the party signing such instructions and/or directions and (iii) the Trustee shall have received a current incumbency certificate containing the specimen signature of such designated person.

**Section 8.03. Trustee Not Responsible for Recitals.** The recitals contained herein and in the Bonds shall be taken as the statements of the Issuer, and the Trustee assumes no responsibility for the correctness of the same or for the correctness of the recitals in the Loan Agreement or the Regulatory Agreement. The Trustee shall have no responsibility with respect to any information, statement or recital in any offering memorandum or other disclosure material prepared or distributed with respect to the Bond. The Trustee makes no representations as to the value or condition of any assets pledged or assigned as security for the Bond, or as to the right, title or interest of the Issuer therein, or as to the security provided thereby or by this Indenture, the Loan Agreement or the Deed of Trust, or as to the compliance of the Project with the Act, or as to the tax-exempt status of the Bonds, or as to the technical or financial feasibility of the Project, or as to the validity or sufficiency of this Indenture as an instrument of the Issuer or of the Bonds as an obligation of the Issuer. The Trustee shall not be accountable for the use or application of the Bonds authenticated or delivered hereunder or of the use or application of the proceeds of the Bonds by the Borrower.

**Section 8.04. Intervention by Trustee.** The Trustee may intervene on behalf of the owner of the Bonds in any judicial proceeding to which the Issuer or Bondowner Representative is a party and which, in the opinion of the Trustee and its counsel, has a substantial bearing on the interests of the owner of the Bonds and, subject to the provisions of Section 8.01(d), shall do so if requested in writing by the owner of the Bonds or the Bondowner Representative.

**Section 8.05. Moneys Received by Trustee to be Held in Trust.** All moneys received by the Trustee shall, until used or applied 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 by law or as otherwise provided herein. The Trustee shall be under no liability for interest on any moneys received by it hereunder except such as it may agree with the Issuer to pay thereon.

**Section 8.06. Compensation and Indemnification of Trustee, Bondowner Representative and Agents.**

(a) The Bondowner Representative and the Trustee shall be entitled to receive compensation from the Borrower for their services as Bondowner Representative and Trustee, respectively, as provided in the Loan Agreement, and shall be indemnified by the Borrower as provided in Section 7.17 of the Loan Agreement. The Bondowner Representative and the Trustee each acknowledges and agrees that, unless otherwise agreed to in writing by the Issuer, the Issuer shall not be responsible for the fees and expenses of the Bondowner Representative and the Trustee, and is providing no indemnification to the Bondowner Representative and the Trustee.

(b) If any property, other than cash, shall at any time be held by the Bondowner Representative or the Trustee subject to this Indenture, or any supplemental indenture, as security for the Bonds, the Bondowner Representative or the Trustee, if and to the extent authorized by a receivership, bankruptcy or other court of competent jurisdiction or by the instrument subjecting such property to the provisions of this Indenture as such security for the Bonds, shall be entitled to but not obligated to make advances for the purpose of preserving such property or of discharging tax liens or other prior liens or encumbrances thereon. The rights of the Bondowner Representative and the Trustee to compensation for services and to payment or reimbursement for expenses, disbursements, liabilities and advances shall have and each of the Bondowner Representative and Trustee is hereby granted a lien and a security interest prior to the Bonds in respect of all property and funds held or collected by the Bondowner Representative or the Trustee as such, except funds held in trust by the Bondowner Representative or the Trustee for the benefit of the owner of a particular principal amount of the Bonds, which amounts shall be held solely for the benefit of the Bondowner and used only for the payment of principal of and premium, if any, and interest on the applicable Bond. The Bondowner Representative's and the Trustee's rights to immunities, indemnities and protection from liability hereunder and their rights to payment of their fees and expenses shall survive such Bondowner Representative's and the Trustee's resignation or removal and final payment of the Bonds.

**Section 8.07. Qualifications of Trustee.** There shall at all times be a trustee hereunder, which shall be a corporation, banking association or trust company, in each case having trust powers, doing business and having a corporate trust office in the State and shall

(a) either (i) have a combined capital and surplus of at least \$50,000,000 and be subject to supervision or examination by federal or state authority or (ii) be a wholly-owned subsidiary of a bank, trust company or bank holding company meeting on an aggregate basis the tests set out in clause (i) and

(b) be able to comply with the terms and conditions of this Indenture, including, without limitation, Sections 8.10 through 8.13 hereof, and to comply with the terms of the Loan Agreement applicable thereto.

If such corporation, banking association, or trust company publishes reports of conditions at least annually, pursuant to law or to the requirements of any supervising or examining

authority above referred to, then for the purposes of this Section the combined capital and surplus of such corporation, banking association or trust company shall be deemed to be its combined capital and surplus as set forth in its most recent report of condition so published. In case at any time the Trustee shall cease to be eligible in accordance with the provisions of this Section, the Trustee shall resign immediately in the manner and with the effect specified in Section 8.08(b) below.

#### **Section 8.08. Removal, Resignation and Appointment of Successor Trustee.**

(a) Removal of Trustee. The Issuer may remove the Trustee at any time and shall remove the Trustee if at any time requested to do so by an instrument or concurrent instruments in writing signed by the owner of the Bonds (or its attorney duly authorized in writing) or the Bondowner Representative, or if at any time the Trustee shall cease to be eligible in accordance with Section 8.07 hereof, or shall become incapable of acting, or shall be adjudged bankrupt or insolvent, or a receiver of the Trustee or its property shall be appointed, or any public officer shall take control or charge of the Trustee or of its property or any substantial portion thereof or affairs for the purpose of rehabilitation, conservation or liquidation, in each case by giving written notice of such removal to the Trustee and thereupon the Borrower shall appoint a successor Trustee by an instrument in writing. Any successor Trustee appointed by the Borrower under this Section 8.08 shall be subject to the approval of the Bondowner Representative and the Issuer, which approval shall not unreasonably be withheld or delayed.

(b) Resignation of Trustee. The Trustee may at any time resign by giving written notice of such resignation by first class mail, postage prepaid, to the Issuer, the Borrower and to the Bondowner. Upon receiving such notice of resignation, the Borrower shall appoint a successor Trustee by an instrument in writing with the written consent of the Bondowner Representative and the Issuer. The Trustee shall not be relieved of its duties until such successor Trustee has accepted appointment.

(c) Appointment of Successor Trustee. Any removal or resignation of the Trustee and appointment of a successor Trustee shall become effective upon the acceptance of appointment of the successor Trustee; provided, however, that under any circumstances the successor Trustee shall be qualified as provided in subsection (a) of this Section. If no qualified successor Trustee shall have been appointed and have accepted appointment within 45 days following giving notice of removal or notice of resignation as aforesaid, the resigning Trustee or the Bondowner may at the expense of the Borrower petition any court of competent jurisdiction for the appointment of a successor Trustee, and such court may thereupon, after such notice (if any) as it may deem proper, appoint such successor Trustee. Any successor Trustee appointed under this Indenture shall signify its acceptance of such appointment by executing and delivering to the Issuer and its predecessor Trustee a written acceptance thereof, and to the predecessor Trustee an instrument indemnifying the predecessor Trustee for any costs or claims arising during the time the successor Trustee serves as Trustee hereunder, and such successor Trustee, without any further act, deed or conveyance, shall become vested with all the moneys, estates, properties, rights, powers, trusts, duties and obligations of such predecessor Trustee, with like effect as if originally named Trustee herein; but, nevertheless at the written request of the Issuer or the request of the successor Trustee, such predecessor Trustee shall execute and deliver any and all instruments of conveyance, including a quitclaim deed, and further assurance and do such other things as may reasonably be required for more fully and certainly vesting in and confirming to such successor Trustee all the right, title and interest of such predecessor Trustee in and to any property held by it under this Indenture and shall pay over, transfer, assign and deliver to the successor Trustee any money or other property subject to the trust and conditions herein set forth. Upon request of the successor Trustee, the Issuer shall execute and deliver any and all instruments as may be reasonably required for more fully and certainly vesting in and confirming to such successor

Trustee moneys, estates, properties, rights, powers, trusts, duties and obligations. Upon acceptance of appointment by a successor Trustee as provided in this subsection, the Issuer shall mail or cause the successor Trustee to mail, by first class mail, postage prepaid, a notice of the succession of such Trustee to the trusts hereunder to the Bondowner at the address shown on the registration books. If the Issuer fails to mail such notice within 15 days after acceptance of appointment by the successor Trustee, the successor Trustee shall cause such notice to be mailed at the expense of the Issuer.

**Section 8.09. Merger or Consolidation of Trustee.** Any corporation or association into which the Trustee may be merged or with which it may be consolidated, or any corporation or association resulting from any merger or consolidation to which the Trustee shall be a party, or any corporation or association succeeding to the corporate trust business of the Trustee, shall be the successor of the Trustee hereunder without the execution or filing of any paper or any further act on the part of any of the parties hereto, anything herein to the contrary notwithstanding, provided that such successor Trustee shall be eligible under the provisions of the first sentence of Section 8.07.

**Section 8.10. Compliance with Laws.** The Trustee shall keep itself fully informed of all state, and federal laws in any manner affecting the performance of this Indenture and must at all times comply with such laws as they may be amended from time to time.

**Section 8.11. Proprietary or Confidential Information of the Issuer.** The Trustee understands and agrees that, in the performance of the work or services under this Indenture or in contemplation thereof, the Trustee may have access to private or confidential information which may be owned or controlled by the Issuer and that such information may contain proprietary or confidential details, the disclosure of which to third parties may be damaging to the Issuer. The Trustee agrees that all information disclosed by the Issuer to the Trustee shall be held in confidence and used only in performance of the Indenture. The Trustee shall exercise the same standard of care to protect such information as a reasonably prudent contractor would use to protect its own proprietary data.

**Section 8.12. Audit and Inspection of Records.** The Trustee agrees to maintain and make available to the Issuer, during regular business hours, accurate books and accounting records relating to its work under this Indenture. The Trustee will permit the Issuer to audit, examine and make excerpts and transcripts from such books and records, and to make audits of all invoices, materials, payrolls, records or personnel and other data related to all other matters covered by this Indenture, whether funded in whole or in part under this Indenture. The Trustee shall maintain such data and records in an accessible location and condition for a period of not less than five years after final payment under this Indenture or until after final audit has been resolved, whichever is later. The State or any federal agency having an interest in the subject matter of this Indenture shall have the same rights conferred upon the Issuer by this Section.

**Section 8.13. Subcontracting.** The Trustee is prohibited from subcontracting its duties under this Indenture or any part of it unless such subcontracting is first approved by the Issuer in writing.

**Section 8.14. Paying Agents.** The Trustee, with the written approval of the Issuer and the Bondowner Representative, may appoint and at all times have one or more paying agents in such place or places as the Trustee may designate, for the payment of the principal of, and the interest (and premium, if any) on, the Bond. It shall be the duty of the Trustee to make such arrangements with any such paying agent as may be necessary and feasible to assure, to the extent of the moneys held by the Trustee for such payment, the availability of funds for the prompt

payment of the principal of and interest and premium, if any, on the Bonds presented at either place of payment. The paying agent initially appointed hereunder is the Trustee.

## ARTICLE IX

### MODIFICATION OF INDENTURE

**Section 9.01. Modification of Indenture.** The Issuer and the Trustee, with the prior written consent of the Bondowner Representative, may from time to time and at any time enter into an indenture or indentures supplemental hereto for the purpose of adding any provisions to or changing in any manner or eliminating any of the provisions of this Indenture or of any supplemental indenture. The Bondowner Representative may, if it so elects, direct the Trustee to join with the Issuer in the execution of such supplemental indenture, unless such supplemental indenture affects the rights or obligations of the Borrower or any general partner or limited partner of the Borrower hereunder or under the Loan Agreement or any other document, in which case, so long as no Event of Default has occurred and is continuing under and as such term is defined in the Loan Agreement, the Issuer, Trustee and Bondowner Representative may enter into such supplemental indenture only if the Bondowner Representative has received the Borrower's, or such general partner's or limited partner's, as applicable, written consent thereto.

Promptly after the execution by the Issuer, the Trustee and the Bondowner Representative of any supplemental indenture pursuant to the provisions of this Section, if the Bondowner Representative is not the sole owner of the Bonds then Outstanding, the Trustee shall give the Bondowner, by first class mail, a notice setting forth in general terms the substance of such supplemental indenture. Any failure of the Trustee to give such notice, or any defect therein, shall not, however, in any way impair or affect the validity of any such supplemental indenture.

**Section 9.02. Effect of Supplemental Indenture.** Upon the execution of any supplemental indenture pursuant to the provisions of this Article IX, this Indenture shall be deemed to be modified and amended in accordance therewith, and the respective rights, duties and obligations under this Indenture of the Issuer, the Trustee, the Bondowner Representative and the owner of the Bonds shall thereafter be determined, exercised and enforced hereunder subject in all respects to such modifications and amendments, and all the terms and conditions of any such supplemental indenture shall be part of the terms and conditions of this Indenture for any and all purposes.

**Section 9.03. Opinion of Counsel as to Supplemental Indenture.** Subject to the provisions of Section 8.01, the Trustee and the Bondowner Representative shall be entitled to receive, and shall be fully protected in relying upon, an Opinion of Counsel as conclusive evidence that any supplemental indenture executed pursuant to the provisions of this Article IX is authorized and permitted by this Indenture.

**Section 9.04. Notation of Modification on Bond; Preparation of New Bond.** A Bond authenticated and delivered after the execution of any supplemental indenture pursuant to the provisions of this Article IX may bear a notation, in form approved by the Bondowner Representative and the Issuer as to any matter provided for in such supplemental indenture, and if such supplemental indenture shall so provide, new Bonds, so modified as to conform, in the opinion of the Bondowner Representative and the Issuer, to any modification of this Indenture contained in any such supplemental indenture, may be prepared and executed by the Issuer and authenticated by the Trustee and delivered without cost to the owner of the Bonds then Outstanding, upon surrender for cancellation of such Bonds in equal aggregate principal amounts.

## ARTICLE X

### DEFEASANCE

**Section 10.01. Discharge of Indenture.** If the entire indebtedness on the Bonds Outstanding shall be paid and discharged in any one or more of the following ways:

- (a) by the payment of the principal of (including redemption premium, if any) and interest on the Bonds Outstanding; or
- (b) by the delivery to the Trustee, for cancellation by it, all of the Bonds Outstanding;

and if all other sums payable hereunder by the Issuer shall be paid and discharged, then and in that case this Indenture shall cease, terminate and become null and void, and the Trustee shall forthwith execute proper instruments acknowledging satisfaction of and discharging this Indenture. The fees, expenses and charges of the Trustee (including reasonable counsel fees) must be paid in order to affect such discharge. The satisfaction and discharge of this Indenture shall be without prejudice to the rights of the Trustee to charge and be reimbursed by the Borrower for any expenditures which it may thereafter incur in connection herewith.

The Issuer or the Borrower may at any time surrender to the Trustee for cancellation by it any Bond previously authenticated and delivered which the Issuer or the Borrower lawfully may have acquired in any manner whatsoever, and such Bond upon such surrender and cancellation shall be deemed to be paid and retired.

**Section 10.02. Payment of Bond after Discharge of Indenture.** Notwithstanding any provisions of this Indenture, any moneys deposited with the Trustee or any paying agent in trust for the payment of the principal of, or interest or premium on, the Bonds remaining unclaimed for two years after the principal of the Outstanding Bonds has become due and payable (whether at maturity or upon call for redemption or by declaration as provided in this Indenture), shall then be paid to the Borrower, and the owner of such Bonds shall thereafter be entitled to look only to the Borrower for payment thereof, and only to the extent of the amount so paid to the Borrower, and all liability of the Trustee or any paying agent with respect to such moneys shall thereupon cease. In the event of the payment of any such moneys to the Borrower as aforesaid, the owner of the Bond in respect of which such moneys were deposited shall thereafter be deemed to be unsecured creditors of the Borrower for amounts equivalent to the respective amounts deposited for the payment of the Bond and so paid to the Borrower (without interest thereon).

## ARTICLE XI

### MISCELLANEOUS

**Section 11.01. Successors of the Issuer.** All the covenants, stipulations, promises and agreements contained in this Indenture, by or on behalf of the Issuer, shall bind and inure to the benefit of its successors and assigns, whether so expressed or not. If any of the powers or duties of the Issuer shall hereafter be transferred by any law of the State, and if such transfer shall relate to any matter or thing permitted or required to be done under this Indenture by the Issuer, then the body or official who shall succeed to such powers or duties shall act and be obligated in the place and stead of the Issuer as in this Indenture provided.

**Section 11.02. Limitation of Rights to Parties and Bondowner.** Nothing in this Indenture or in the Bonds expressed or implied is intended or shall be construed to give to any person other

than the Issuer, the Trustee, the Bondowner Representative, the Borrower and the owner of the Bonds issued hereunder any legal or equitable right, remedy or claim under or in respect of this Indenture or any covenant, condition or provision therein or herein contained; and all such covenants, conditions and provisions are and shall be held to be for the sole and exclusive benefit of the Issuer, the Trustee, the Bondowner Representative, the Borrower and the owner of the Bonds issued hereunder.

**Section 11.03. Waiver of Notice.** Whenever in this Indenture the giving of notice by mail or otherwise is required, the giving of such notice may be waived in writing by the person entitled to receive such notice and in any such case the giving or receipt of such notice shall not be a condition precedent to the validity of any action taken in reliance upon such waiver.

**Section 11.04. Destruction of the Bond.** Whenever in this Indenture provision is made for the cancellation by the Trustee and the delivery to the Issuer of a Bond, the Trustee may, in lieu of such cancellation and delivery, destroy the Bond and deliver a certificate of such destruction to the Issuer.

**Section 11.05. Separability of Invalid Provisions.** In case any one or more of the provisions contained in this Indenture or in the Bonds shall for any reason be held to be invalid, illegal or unenforceable in any respect, such invalidity, illegality or unenforceability shall not affect any other provision of this Indenture, but this Indenture shall be construed as if such invalid or illegal or unenforceable provision had never been contained herein.

**Section 11.06. Notices.** It shall be sufficient service of any notice, request, demand or other paper on the Issuer, the Trustee, the Bondowner Representative or the Borrower if the same shall, except as otherwise provided herein, be duly mailed by first class mail, postage prepaid, or given by telephone or telecopier and confirmed by such mail, and to the other parties and addressed as follows:

The Issuer:	County of Contra Costa Department of Conservation and Development 30 Muir Road Martinez, CA 94553 Attention: Affordable Housing Program Manager
The Bondowner Representative:	Umpqua Bank One Capital Mall, Suite 610 Sacramento, CA 95814 Attention: Monica Sharp
The Trustee:	U.S. Bank National Association One California Street, 10th Floor San Francisco, CA 94111 Attention: Francine Rockett, Vice President
The Borrower:	Coggins Square Apartments, L.P. c/o Bridge Housing 600 California Street, Suite 900 San Francisco, CA 94108 Attention: _____

with a copy to: Gubb & Barshay  
505 14th Street, Suite 450  
Oakland, CA 94612  
Attention: Sarah C. Perez, Esq.

and a copy to: National Affordable Housing Trust  
2245 North Bank Drive, Suite 200  
Columbus, OH 43220  
Attention: \_\_\_\_\_

and a copy to: Kutak Rock LLP  
1650 Farnam Street  
Omaha, NE 68102  
Attention: Jill H. Goldstein, Esq.

The Issuer, the Trustee, the Bondowner Representative and the Borrower may, by notice given hereunder, designate any further or different addresses to which subsequent notices, certificates or other communications shall be sent.

**Section 11.07. Authorized Representatives.** Whenever under the provisions of this Indenture the approval of the Issuer or the Borrower is required for any action, and whenever the Issuer or the Borrower is required to deliver any notice or other writing, such approval or such notice or other writing shall be given, respectively, on behalf of the Issuer by the Authorized Issuer Representative or on behalf of the Borrower by the Authorized Borrower Representative, and the Issuer, the Trustee, the Bondowner Representative and the Borrower shall be authorized to act on any such approval or notice or other writing and neither party hereto nor the Borrower shall have any complaint against the others as a result of any such action taken.

**Section 11.08. Evidence of Rights of Bondowner.** Any request, consent or other instrument required by this Indenture to be signed and executed by the Bondowner may be in any number of concurrent writings of substantially similar tenor and may be signed or executed by the Bondowner in person or by agent or agents duly appointed in writing. Proof of the execution of any such request, consent or other instrument or of a writing appointing any such agent, or of the ownership of the Bond, shall be sufficient for any purpose of this Indenture and shall be conclusive in favor of the Bondowner Representative, the Trustee and of the Issuer if made in the manner provided in this Section.

(a) The fact and date of the execution by any person of any such request, consent or other instrument or writing may be proved by the affidavit of a witness of such execution or by the certificate of any notary public or other officer of any jurisdiction, authorized by the laws thereof to take acknowledgments of deeds, certifying that the person signing such request, consent or other instrument or writing acknowledged to him the execution thereof.

(b) The ownership of the Bond shall be proved by the Bond register maintained pursuant to Section 2.06 hereof. The fact and the date of execution of any request, consent or other instrument and the amount and distinguishing numbers of the Bond held by the person so executing such request, consent or other instrument may also be proved in any other manner which the Trustee may deem sufficient. The Trustee may nevertheless, in its discretion, require further proof in cases where it may deem further proof desirable.

(c) Any request, consent or vote of the owner of the Bond shall bind every future owner of the Bond and the owner of any Bond issued in exchange therefor or in lieu thereof, in respect of anything done or suffered to be done by the Bondowner Representative, the Trustee or the Issuer in pursuance of such request, consent or vote.

(d) In lieu of obtaining any demand, request, direction, consent or waiver in writing, the Trustee may call and hold a meeting with the Bondowner upon such notice and in accordance with such rules and regulations as the Bondowner Representative considers fair and reasonable for the purpose of obtaining any such action.

**Section 11.09. Waiver of Personal Liability.** No recourse under or upon any obligation, covenant, warranty or agreement contained in this Indenture or in the Bond, or under any judgment obtained against the Issuer, or the enforcement of any assessment, or any legal or equitable proceedings by virtue of any constitution or statute or otherwise, or under any circumstances under or independent of this Indenture, shall be had against the Board of Supervisors of the Issuer, or any of the officers, agents or employees of the Issuer, as such past present or future of the Issuer, either directly or through the Issuer or otherwise, for the payment for or to the Issuer or any receiver of the Issuer, or for or to the owner of the Bond, or otherwise, of any sum that may be due and unpaid by the Issuer upon the Bond. Any and all personal liability of every nature whether at common law or in equity or by statute or by constitution or otherwise of the Board of Supervisors of the Issuer or of any such officer, agent or employee, past, present or future, of the Issuer, as such, by reason of any act or omission on his or her part or otherwise, for the payment for or to the owner of the Bond or otherwise of any sum that may remain due and unpaid upon the Bond secured by this Indenture or any of them is, by the acceptance of the Bond, expressly waived and released as a condition of and in consideration for the execution of this Indenture and the issuance of the Bond.

Anything in this Indenture to the contrary notwithstanding, it is expressly understood by the parties to this Indenture that (a) the Issuer may rely exclusively on the truth and accuracy of any certificate, opinion, notice or other instrument furnished to the Issuer by the Trustee, the Bondowner Representative or the Borrower as to the existence of any fact or state of affairs, (b) the Issuer shall not be under any obligation under this Indenture to perform any record keeping or to provide any legal services, it being understood that such services shall be performed or caused to be performed by the Trustee or by the Bondowner Representative and (c) none of the provisions of this Indenture shall require the Issuer to expend or risk its own funds or otherwise to incur financial liability in the performance of any of its duties or in the exercise of any of its rights or powers under this Indenture, unless it shall first have been adequately indemnified to its satisfaction against any costs, expenses and liability which it may incur as a result of taking such action.

No covenant, stipulation, obligation or agreement of the Issuer contained in this Indenture shall be deemed to be a covenant, stipulation, obligation or agreement of any present or future officer, agent or employee of the Issuer, member of the Board of Supervisors of the Issuer in other than that person's official capacity. No Supervisor, officer, agent or employee of the Issuer shall be individually or personally liable for the payment of the principal or redemption price of or interest on the Bond or be subject to any personal liability or accountability by reason of the issuance of the Bond.

It is recognized that notwithstanding any other provision of this Indenture, neither the Borrower, the Trustee nor the Bondowner shall look to the Issuer for damages suffered by the Borrower, the Trustee or the Bondowner as a result of the failure of the Issuer to perform any covenant, undertaking or obligation under this Indenture, the Loan Agreement, the Bonds or any of the other documents referred to herein, or as a result of the incorrectness of any representation

made by the Issuer in any of such documents, nor for any other reason. Although this Indenture recognizes that such documents shall not give rise to any pecuniary liability of the Issuer, nothing contained in this Indenture shall be construed to preclude in any way any action or proceeding (other than that element of any action or proceeding involving a claim for monetary damages against the Issuer) in any court or before any governmental body, agency or instrumentality or otherwise against the Issuer or any of its supervisors, officers or employees to enforce the provisions of any of such documents which the Issuer is obligated to perform and the performance of which the Issuer has not assigned to the Trustee or any other person; provided, however, that as a condition precedent to the Issuer proceeding pursuant to this Section 11.09, the Issuer shall have received satisfactory indemnification.

**Section 11.10. Holidays.** If the date for making any payment or the last date for performance of any act or the exercising of any right, as provided in this Indenture, is not a Business Day, such payment may be made or act performed or right exercised on the next succeeding Business Day with the same force and effect as if done on the date provided therefor in this Indenture and, in the case of any payment, no interest shall accrue for the period from and after such date.

**Section 11.11. Execution in Several Counterparts.** This Indenture may be executed in any number of counterparts and each of such counterparts shall for all purposes be deemed to be an original; and all such counterparts shall together constitute but one and the same instrument.

**Section 11.12. Governing Law, Venue.** The formation, interpretation and performance of this Indenture shall be governed by the laws of the State. Venue for all litigation arising from or in connection with the Bonds or this Indenture shall be in the County.

**Section 11.13. Successors.** Whenever in this Indenture either the Issuer, the Trustee or the Bondowner Representative is named or referred to, such reference shall be deemed to include the successors or assigns thereof, and all the covenants and agreements in this Indenture contained by or on behalf of the Issuer, the Trustee or the Bondowner Representative shall bind and inure to the benefit of the respective successors and assigns thereof whether so expressed or not.

**Section 11.14. Non-Waiver of Rights.** The omission by either party at any time to enforce any default or right reserved to it, or to require performance of any of the terms, covenants, or provisions hereof by the other party at the time designated, shall not be a waiver of any such default or right to which the party is entitled, nor shall it in any way affect the right of the party to enforce such provisions thereafter.

IN WITNESS WHEREOF, the COUNTY OF CONTRA COSTA, CALIFORNIA has caused this Indenture to be signed in its name and U.S. BANK NATIONAL ASSOCIATION, in token of its acceptance of the trust created hereunder, and the Bondowner Representative have each caused this Indenture to be signed in its respective name, all as of the day and year first above written.

COUNTY OF CONTRA COSTA,  
CALIFORNIA

By: \_\_\_\_\_  
John Kopchik, Director,  
Department of Conservation  
and Development

[Issuer's Signature Page to Indenture for Coggins Square Apartments]

U.S. BANK NATIONAL ASSOCIATION,  
as Trustee

By: \_\_\_\_\_  
Vice President

[Trustee's Signature Page to Indenture for Coggins Square Apartments]

UMPQUA BANK, as Bondowner  
Representative

By: \_\_\_\_\_  
Monica Sharp  
Vice President

[Bondowner Representative's Signature Page to Indenture for Coggins Square Apartments]

**EXHIBIT A**  
**FORM OF BOND**

THIS BOND MAY BE OWNED ONLY BY A SOPHISTICATED INVESTOR (DEFINED AS (A) UMPQUA BANK; (B) ANY AFFILIATE OF UMPQUA BANK; AND (C) A QUALIFIED INSTITUTIONAL BUYER (A "QIB") AS DEFINED IN RULE 144A AS PROMULGATED UNDER THE SECURITIES ACT OF 1933, AS AMENDED; AND THE HOLDER HEREOF, BY THE ACCEPTANCE OF THIS BOND, REPRESENTS THAT IT IS A SOPHISTICATED INVESTOR, AND ACKNOWLEDGES THAT IT CAN ONLY TRANSFER THIS BOND IN WHOLE TO SOPHISTICATED INVESTORS IN ACCORDANCE WITH THE LIMITATIONS SET FORTH IN ARTICLE II OF THE INDENTURE HEREINAFTER DEFINED. THE FAITH AND CREDIT OF THE COUNTY OF CONTRA COSTA, CALIFORNIA IS NOT PLEDGED TO THE PAYMENT OF THE PRINCIPAL OF OR PREMIUM OR INTEREST ON THIS BOND.

No. R-1 \$ \_\_\_\_\_

UNITED STATES OF AMERICA  
STATE OF CALIFORNIA

COUNTY OF CONTRA COSTA, CALIFORNIA  
MULTIFAMILY HOUSING REVENUE BOND  
(COGGINS SQUARE APARTMENTS)  
[, 2020 SERIES C-1][, 2020 SERIES C-2]

REGISTERED OWNER: UMPQUA BANK

PRINCIPAL SUM: UP TO [ \_\_\_\_\_ ] DOLLARS  
(\$[ \_\_\_\_\_ ]\$[ \_\_\_\_\_ ])

ISSUE DATE: [ \_\_\_\_\_ ], 2020

The County of Contra Costa, California, a public body corporate and politic, duly organized and existing under its charter and the laws of the State of California (herein called the "Issuer"), for value received, hereby promises to pay (but only out of Revenues as hereinafter provided) to the Registered Borrower identified above or registered assigns, on March \_\_, 2020 [ \_\_\_\_\_ ] (subject to prior redemption as provided in the Indenture) the sum of up to [ \_\_\_\_\_ ] DOLLARS (\$[ \_\_\_\_\_ ]) in lawful money of the United States, with interest thereon from the date of disbursement until paid at the rates described below. The actual unpaid principal hereof shall be equal to the funds disbursed by the Bondowner Representative under the Indenture and the Loan Agreement to fund a portion of the Loan, less any portion of the principal hereof redeemed pursuant to the Indenture. Capitalized terms used in this Bond and not defined herein shall have the meanings given such terms in the Indenture referenced below, or in the [Series 2020C-1] [Series 2020C-2] Note (as defined in the Indenture), made by Coggins Square Apartments, L.P., a California limited partnership (the "Borrower"), to the order of the Issuer.

This Bond shall bear interest as set forth in the [Series 2020C-1] [Series 2020C-2] Note.

This Bond shall bear interest from the date to which interest has been paid on this Bond next preceding the date of authentication hereof, unless this Bond is authenticated as of an Interest Payment Date for which interest has been paid, in which event it shall bear interest from

such Interest Payment Date, or unless it is authenticated on or before the first Interest Payment Date, in which event it shall bear interest from the Closing Date.

In the event the Issuer fails to make the timely payment of any monthly payment, the Issuer shall pay interest on the then Outstanding Balance at a default rate (the "Default Rate") as defined in the Indenture; provided, however, that such rate shall under no circumstances exceed the Maximum Rate.

This Bond is the duly authorized bond of the Issuer designated as the "County of Contra Costa, California Multifamily Housing Revenue Bond (Coggins Square Apartments), [ , 2020 Series C-1" (the "Series 2020C-1 Bond"), in the initial maximum principal amount of up to \$\_\_\_\_\_ ] [ , 2020 Series C-2" (the "Series 2020C-2 Bond"), in the initial maximum principal amount of up to \$\_\_\_\_\_ ] issued along with the "County of Contra Costa, California Multifamily Housing Revenue Bond (Coggins Square Apartments), [ , 2020 Series C-1" (the "Series 2020C-2 Bond" ) [ , 2020 Series C-2" (the "Series 2020C-2 Bond" and together with the Series 2020C-2 Bond, the "Bond"). This [Series C-1][Series C-2] Bond is issued in accordance with Chapter 7 of Part 5 of Division 31 of the Health and Safety Code of the State of California (the "Act") and a resolution of the Board of Supervisors of the Issuer (the "Resolution") and issued under and secured by an Indenture of Trust, dated as of March 1, 2020 (the "Indenture"), among the Issuer, U.S. Bank National Association, as the Trustee and Umpqua Bank, as initial Bondowner Representative. Reference is hereby made to the Indenture and all indentures supplemental thereto for a description of the rights thereunder of the owner of the Bond, of the nature and extent of the security, of the rights, duties and immunities the Trustee and the Bondowner Representative, and of the rights and obligations of the Issuer thereunder, to all of the provisions of which Indenture the holder of this Bond, by acceptance hereof, assents and agrees. The proceeds of the Bond will be used to make a loan to the Borrower pursuant to a Construction and Term Loan Agreement, dated as of March 1, 2020 (the "Loan Agreement") among the Issuer, Umpqua Bank, as Bondowner Representative and Bank, and the Borrower, to finance the acquisition and rehabilitation of a residential rental project located in Contra Costa County, California.

THIS BOND IS A SPECIAL LIMITED OBLIGATION OF THE ISSUER PAYABLE SOLELY FROM THE REVENUES, INCOME AND RECEIPTS OF THE ISSUER PLEDGED TO THE PAYMENT THEREOF. THIS BOND DOES NOT CONSTITUTE, WITHIN THE MEANING OF ANY STATUTORY OR CONSTITUTIONAL PROVISION, AN INDEBTEDNESS, AN OBLIGATION OR A LOAN OF CREDIT OF THE STATE OR ANY POLITICAL SUBDIVISION OF THE STATE, EXCEPT OF THE ISSUER TO THE LIMITED EXTENT SET FORTH IN THE INDENTURE. THE ISSUER HAS NO TAXING POWER.

This Bond is a limited obligation of the Issuer issued in accordance with the Act and, as and to the extent set forth in the Indenture, is payable solely from, and secured by a pledge of and lien on, the Revenues (as that term is defined in the Indenture), consisting primarily of amounts paid by the Borrower pursuant to the Loan Agreement and amounts in certain funds and accounts established under the Indenture.

This Bond shall be subject to redemption prior to maturity, at a price and upon such terms as are provided in the Indenture. No notice of redemption of this Bond need be given to the registered owner of this Bond, and the owner of this Bond, by acceptance hereof, expressly waives any requirement for any notice of redemption.

The principal of this Bond may be declared due and payable upon the conditions, in the manner and with the effect provided in the Indenture.

This Bond is transferable by the registered owner hereof, in person, or by its attorney duly authorized in writing, at the Principal Office of the Trustee, but only in the manner, subject to the limitations (including those contained in Section 2.05(b) of the Indenture) and upon payment of the charges provided in the Indenture, and upon surrender and cancellation of this Bond. Upon such transfer a new fully registered Bond will be issued to the transferee in exchange therefor. The Issuer and the Trustee may treat the registered owner hereof as the absolute owner hereof for all purposes, and the Issuer and the Trustee shall not be affected by any notice to the contrary.

The schedule of drawings attached as Exhibit A hereto shall be used by the Trustee to record the payment of the purchase price of this Bond from time to time (such purchase price to be advanced from time to time by the Holder of this Bond as provided in the Indenture and the Loan Agreement), which shall evidence the principal amount of this Bond purchased by the Bondowner Representative from time to time. The Trustee shall credit any advanced funds toward the purchase price of this Bond on the schedule of drawings attached hereto as Exhibit A. The total amount outstanding under the Bond may not exceed \$\_\_\_\_\_ at any time and no portion of the purchase price therefor shall be funded after March 1, 2023, unless there is delivered to the Trustee an opinion of Bond Counsel to the effect that such funding will not adversely affect the exclusion from gross income for purposes of federal income taxation of interest on this Bond.

The Indenture contains provisions permitting the Issuer, the Trustee and the Bondowner Representative to execute supplemental indentures adding provisions to, or changing or eliminating any of the provisions of, the Indenture, subject to the limitations set forth in the Indenture.

The Issuer hereby certifies that all of the conditions, things and acts required to exist, to have happened and to have been performed precedent to and in the issuance of this Bond do exist, have happened and have been performed in due time, form and manner as required by the Constitution and statutes of the State (including the Act).

This Bond shall not be entitled to any benefit under the Indenture, or become valid or obligatory for any purpose, until the certificate of authentication hereon endorsed shall have been manually signed by the Trustee.

In the event of any conflict between the terms of this Bond and the terms of the Indenture, the terms of the Indenture shall control.

[Remainder of Page Intentionally Left Blank]

The Issuer has caused this Bond to be executed in its name by the manual or facsimile signature of its Chair of the Board of Supervisors, all as of the date first written above.

COUNTY OF CONTRA COSTA,  
CALIFORNIA

By: \_\_\_\_\_  
Candace Anderson, Chair of the  
Board of Supervisors

FORM OF CERTIFICATE OF AUTHENTICATION

This is the Bond described in the within mentioned Indenture and has been authenticated and registered on \_\_\_\_\_.

U.S. BANK NATIONAL ASSOCIATION, as  
Trustee

By: \_\_\_\_\_  
Its: \_\_\_\_\_

FORM OF ASSIGNMENT

For value received, the undersigned do(es) hereby sell, assign and transfer unto

\_\_\_\_\_

\_\_\_\_\_

(Name, Address and Tax Identification or Social Security Number of Assignee)  
the within Bond and do(es) hereby irrevocably constitute and appoint attorney,

to transfer the same on the registration books of the Trustee, with full power of substitution in the premises.

Dated: \_\_\_\_\_

Signature Guaranteed:

\_\_\_\_\_  
NOTICE: Signature(s) must be guaranteed by an eligible guarantor.

\_\_\_\_\_  
NOTICE: The signature on this assignment must correspond with the name(s) as written on the face of the within Bond in every particular without alteration or enlargement or any change whatsoever.

SCHEDULE OF DRAWINGS

Purchase Amount	Purchase Date	Signature of Trustee
--------------------	------------------	----------------------

**EXHIBIT B**

**FORM OF INVESTOR LETTER**

March \_\_, 2020

County of Contra Costa, California  
Martinez, California

U.S. Bank National Association  
San Francisco, California

\$ \_\_\_\_\_  
County of Contra Costa, California  
Multifamily Housing Revenue Bond  
(Coggins Square Apartments),  
2020 Series C-1  
and  
\$ \_\_\_\_\_  
County of Contra Costa, California  
Multifamily Housing Revenue Bond  
(Coggins Square Apartments),  
2020 Series C-2

Ladies and Gentlemen:

The undersigned (the "Investor") hereby represents and warrants to you as follows:

1. The Investor proposes to purchase all of the aggregate principal amount of the above captioned bonds (the "Bonds") issued pursuant to that certain Indenture of Trust dated as of March 1, 2020 (the "Indenture"), by and among the County of Contra Costa, California (the "Issuer"), U.S. Bank National Association, as Trustee (the "Trustee") and Umpqua Bank, as Bondowner Representative (the "Bondowner Representative"). The Investor understands that the Bonds are not rated by any securities rating agency and are secured only by Coggins Square Apartments and the revenues therefrom, and will only be sold to the Investor with the above addressed parties relying upon the representations and warranties of the Investor set forth herein. The Investor acknowledges that no offering document has been prepared in connection with the issuance and sale of the Bonds. The Investor has requested and received all materials which the Investor has deemed relevant in connection with its purchase of the Bonds (the "Offering Information"). The Investor has reviewed the documents executed in conjunction with the issuance of the Bonds, including, without limitation, the Indenture and the Loan Agreement. All capitalized terms used herein and not otherwise defined shall have the meanings ascribed thereto in the Indenture.

2. The Investor hereby waives the requirement of any "due diligence investigation or inquiry" by the Issuer, by each official of the Issuer, by each employee of the Issuer, by each member of the Board of Supervisors of the Issuer, and by counsel to the Issuer, the Trustee, counsel to the Trustee, the Bondowner Representative, counsel to the Bondowner Representative and Bond Counsel in connection with the authorization, execution and delivery of the Bonds and the Investor's purchase of the Bonds. The Investor recognizes and agrees that the Issuer, each official of the Issuer, each employee of the Issuer, each member of the Board of Supervisors of the

Issuer, counsel to the Issuer, the Trustee, counsel to the Trustee, the Bondowner Representative, counsel to the Bondowner Representative and Bond Counsel have made no representations or statements (expressed or implied) with respect to the accuracy or completeness of any of the materials reviewed by the Investor in connection with the Investor's purchase of the Bonds. In making an investment decision, the Investor is relying upon its own examination of the Issuer, the Borrower, the Project and the terms of the offering.

3. The Investor has been provided an opportunity to ask questions of, and the Investor has received answers from, representatives of the Issuer and the Borrower regarding the terms and conditions of the Bonds, and the Investor has obtained all additional information requested by it in connection with the Bonds.

4. The Investor has sufficient knowledge and experience in business and financial matters in general, and investments such as the Bonds in particular, and is capable of evaluating the merits and risks involved in an investment in the Bonds. The Investor is able to bear the economic risk of, and an entire loss of, an investment in the Bonds.

5. The Investor is purchasing the Bonds solely for its own account for investment purposes and has no present intention to resell or distribute the Bonds, provided that the Investor reserves the right to transfer or dispose of the Bonds, at any time, and from time to time, in its complete and sole discretion, subject, however, to the restrictions described in Section 2.05(b) of the Indenture. The Investor hereby agrees that the Bond may only be transferred in whole and in accordance with the Indenture, including Article II thereof, to a single investor, which must execute and deliver to the parties addressed above a form of this Investor Letter.

6. The Investor agrees that it will only offer, sell, pledge, transfer or exchange the Bonds (or any legal or beneficial interest therein) (i) in accordance with an available exemption from the registration requirements of Section 5 of the Securities Act of 1933, as amended (the "1933 Act"), (ii) in accordance with any applicable state securities laws and (iii) in accordance with the transfer restrictions set forth in the Bonds and the Indenture. The Investor agrees that the Bonds will not be transferred to or held in a pool, trust or similar arrangement and that it will not sell any participating interests in the Bond, except that the owner of the Bonds may sell participation interests as permitted by Section 2.05(d) of the Indenture.

7. The Investor is a Sophisticated Investor as defined in the Indenture and understand that the Bonds may be offered, resold, pledged or transferred only in whole and only to a Sophisticated Investor.

8. If the Investor sells the Bonds (or any legal or beneficial interest therein), the Investor or its agent will obtain for the benefit of each of you from any subsequent purchaser an Investor Letter in the form of this Letter or such other materials as are required by the Bonds and the Indenture to effect such sale and purchase. The Investor understands and agrees that the Trustee is not authorized to register any transfer of the Bonds prior to receipt of such Investor Letter.

9. Neither the Bondowner Representative, the Trustee, Bond Counsel, counsel to the Issuer, the Issuer, its Board of Supervisors, or any of its employees or agents will have any responsibility to the Investor for the accuracy or completeness of information obtained by the Investor from any source regarding the Project, the Issuer, the Borrower or their financial conditions or regarding the Bonds, the provisions for payment thereof, or the sufficiency of any security therefor, including, without limitation, any information specifically provided by any of such parties contained in the Offering Information. The Investor acknowledges that, as between Investor and all of such parties: (a) the Investor has assumed responsibility for obtaining such

information and making such review as the Investor has deemed necessary or desirable in connection with its decision to purchase the Bonds and (b) the Offering Information and any additional information specifically requested from the Issuer or the Borrower and provided to the Investor prior to closing constitute all the information and review, with the investigation made by Investor (including specifically the Investor's investigation of the Issuer, the Project and the Borrower) prior to its purchase of the Bond, that Investor has deemed necessary or desirable in connection with its decision to purchase the Bond.

10. The Investor understands that (a) the Bonds have not been registered with any federal or state securities agency or commission, and (b) no credit rating has been sought or obtained with respect to the Bonds, and the Investor acknowledges that the Bonds are speculative investment and that there is a high degree of risk in such investment.

11. The Investor acknowledges that the Bonds are limited obligations of the Issuer, payable solely from the revenues or other amounts provided by or at the direction of the Borrower, and is not an obligation payable from the general revenues or other funds of the Issuer, the State or any political subdivision of the State. The Investor acknowledges that the Issuer is issuing the Bonds on a conduit, nonrecourse basis, and has no continuing obligations with respect thereto except as expressly set forth in the Indenture.

12. The Investor has the authority to purchase the Bonds and to execute this letter and other documents and instruments required to be executed by the Investor in connection with its purchase of the Bonds. The individual who is executing this letter on behalf of the undersigned is a duly appointed, qualified and acting officer of the Investor and authorized to cause the Investor to make the certifications, representations and warranties contained herein by the execution of this letter on behalf of the Investor.

13. The Investor acknowledges that no offering document has been produced in connection with the issuance or sale of the Bonds.

14. The Investor agrees to indemnify and hold harmless the Issuer, the Issuer's Supervisors, officials, officers, employees, agents, attorneys, accountants, advisors, consultants, servants past, present and future with respect to any claim asserted against any of them that is based upon the Investor's sale, transfer or other disposition of its interests in the Bonds in violation of the provisions of the Indenture or any inaccuracy in any statement made by the Investor in this letter.

Capitalized terms used and not otherwise defined herein have the meanings given such terms in the Indenture.

Very truly yours,

UMPQUA BANK, as Bond Purchaser

By: \_\_\_\_\_  
Monica Sharp  
Vice President

**EXHIBIT C**

**FORM OF CONSTRUCTION FUND DISBURSEMENT REQUEST**

**Draw Number** \_\_\_\_\_

To: U.S. Bank National Association, as trustee (the "Trustee") under that certain Indenture of Trust, dated as of March 1, 2020 (the "Indenture"), among the Trustee, the County of Contra Costa, California and Umpqua Bank, as the initial Bondowner Representative.

1. You are requested to disburse funds from the Construction Fund pursuant to Section 3.03 of the Indenture as Draw number \_\_\_\_\_ in the aggregate amount of \$\_\_\_\_\_ consisting of funds from the following accounts in the following amounts:

Bond Proceeds Account: \$\_\_\_\_\_

Standard Equity Account: \$\_\_\_\_\_

Conversion Equity Account: \$\_\_\_\_\_

for disbursement in the amount(s), to the person(s) and for the purpose(s) set forth on Schedule I attached hereto and incorporated herein by reference. Capitalized terms not defined herein have the meanings assigned thereto in the Indenture.

2. The undersigned certifies that:

(i) there has been received no notice (A) of any lien, right to lien or attachment upon, or claim affecting the right of the payee to receive payment of, any of the moneys payable under such requisition to any of the persons, firms or corporations named therein, and (B) that any materials, supplies or equipment covered by such requisition are subject to any lien or security interest, or if any notice of any such lien, attachment, claim or security interest has been received, such lien, attachment, claim or security interest has been released, discharged, insured or bonded over or will be released, discharged, insured or bonded over upon payment of the requisition;

(ii) such requisition contains no items representing payment on account of any percentage entitled to be retained at the date of the certificate;

(iii) the obligation stated on the requisition has been incurred in or about the acquisition or rehabilitation of the Project, each item is a proper charge against the Construction Fund, and the obligation has not been the basis for a prior requisition that has been paid;

(iv) such requisition contains no items representing any Issuance Costs or any other amount constituting an issuance cost under Section 147(g) of the Code;

(v) not less than 95% of the sum of: (A) the amounts requisitioned by this Requisition to be funded with the proceeds of the Bonds plus (B) all amounts allocated to the Bonds previously disbursed from the Construction Fund, have been or will be applied by the Borrower to pay Qualified Project Costs;

(vi) as of the date hereof no event or condition has happened or is happening or exists that constitutes, or that with notice or lapse of time or both, would constitute, an Event of Default under and as defined in the Loan Agreement or, to our knowledge, a default under the Indenture; and

(vii) such requisition complies with all applicable requirements of the Regulatory Agreement, as well as with all applicable requirements of the Loan Agreement and the Tax Certificate.

[Remainder of page intentionally left blank]

3. The Borrower has obtained written consent of the Bondowner Representative to this disbursement, as evidenced by its signature below.

Dated: \_\_\_\_\_

COGGINS SQUARE APARTMENTS, L.P.,  
a California limited partnership

By: Coggins Square Apartments LLC,  
a California limited liability company,  
its General Partner

By: BRIDGE Housing Corporation,  
a California nonprofit public benefit  
corporation,  
its Sole Member / Manager

By: \_\_\_\_\_  
Its: \_\_\_\_\_

APPROVED:

UMPQUA BANK,  
BONDOWNER REPRESENTATIVE

By: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

SCHEDULE I