



Stanislaus Regional Housing Authority

ALPINE | AMADOR | CALAVERAS | INYO | MARIPOSA
MONO | STANISLAUS | TUOLUMNE COUNTIES

DATE: September 9, 2025

TO: Board of Commissioners

FROM: Jim Kruse, Chief Executive Officer

SUBJECT: Action Item 1: Consider Approving a Resolution of the Stanislaus Regional Housing Authority authorizing the issuance of Multifamily Housing Revenue Bonds for the purpose of financing the acquisition and rehabilitation of the Riverbank Commons and other capital improvements, authorizing the execution and delivery of a Trust Indenture, a Deed of Trust, and Official Statement and a Bond Purchase Agreement, and authorizing the execution and delivery of and approving other related documents and approving other related actions in connection therewith.

PREPARED BY: Jim Kruse, Chief Executive Officer

RESOLUTION NO: 24-25-27

RECOMMENDATION:

Staff recommends that approval of the bond issuance for the purchase and rehabilitation of the Riverbank Commons units (formerly the City of Riverbank Housing Authority Public Housing units) for the purpose of maintaining affordable housing units and accessing additional affordable housing development funding.

SUMMARY:

The Stanislaus Regional Housing Authority (the “Issuer” or “SRHA”) plans to issue tax-exempt municipal bonds (the “Bonds”) to finance the acquisition and rehabilitation of the Riverbank Commons (the “Project”) and other capital projects of SRHA through a publicly offered sale of the Bonds by Oppenheimer & Co., Inc. (the “Underwriter”).

Authority:

Section 34312.3 of the California Health & Safety Code (the “Housing Law”) permits housing authorities to issue revenue bonds to finance the acquisition, construction, rehabilitation, refinancing and development of multifamily rental housing. The Housing Law additionally permits housing authorities to own, sell, lease, develop, operate and manage multifamily rental housing.

Financing Structure and Documents:

In connection with the issuance and sale of the Bonds, the SRHA intends to authorize, sell and close on the Bonds in late November 2025. The proceeds of the Bonds will be used to acquire the Project from Riverbank Housing Authority, undertake certain rehabilitation projects identified in a Property Needs Assessment and finance certain other capital projects identified by SRHA. In connection with the Bond financing, SRHA will enter into the following documents:

Trust Indenture (the “Indenture”) between the SRHA and Bond Trustee – the Indenture provides for the terms of the Bonds to be issued by SRHA, including the principal amounts, payment dates and maturities of the Bonds, redemption provisions, events of default and remedies and the establishment of various funds to be held by the Bond Trustee funded from proceeds of the Bonds or project revenues (Project Fund, Debt Service Reserve Fund, Bond Fund for payments on the Bonds, etc.). These funds are held in trust by the Bond Trustee for the benefit of the bondholders.

Deed of Trust given by SRHA in favor of the Bond Trustee – the Deed of Trust is recorded against the Project as additional security for the Bonds. In the event of default, the Bond Trustee has the power to foreclose on the Project in order to repay the Bonds.

Bond Purchase Agreement (“BPA”) between SRHA and the Underwriter – The BPA is entered into on the sale date of the Bonds and establishes the terms under which the Underwriter will purchase all of the Bonds on the Closing Date and thereafter resell the Bonds to other investors, which can be banks, pension funds and other large investors, or mom and pop investors in minimum denominations of \$5,000. The BPA sets out the bond principal amounts, maturities (with a final maturity of 30 years), payment dates and redemption features, the Underwriter’s discount and all of the documents required to close the sale of the Bonds.

Official Statement – The Preliminary Official Statement (the “POS”) is the offering document that will be printed and circulated to potential investors in the Bonds. The POS describes to investors the terms of the Bonds (principal maturity amounts and dates, interest payment dates), the security for the bonds (revenues of the Project, the various funds held under the Indenture and the Project itself), the Project, including the market area and information from the appraisal, recent Project revenues and expenses, forecasted revenues and expenses of the Project, and also presents SRHA’s financial information to provide an investor with information regarding the Issuer’s overall financial health. The Official Statement is finalized after pricing.

Tax Exemption:

Jones Hall LLP will act as bond counsel and disclosure counsel and will provide an opinion as to the validity and tax-exemption of the Bonds at closing.

Attachments

1. Draft Trust Indenture
2. Draft Deed of Trust
3. Draft Bond Purchase Agreement
4. Draft Preliminary Official Statement



Stanislaus Regional Housing Authority

ALPINE | AMADOR | CALAVERAS | INYO | MARIPOSA
MONO | STANISLAUS | TUOLUMNE COUNTIES

RESOLUTION NO. 24-25-27

A RESOLUTION OF THE STANISLAUS REGIONAL HOUSING AUTHORITY AUTHORIZING THE ISSUANCE OF MULTIFAMILY HOUSING REVENUE BONDS FOR THE PURPOSE OF FINANCING THE ACQUISITION AND REHABILITATION OF THE RIVERBANK COMMONS AND OTHER CAPITAL IMPROVEMENTS, AUTHORIZING THE EXECUTION AND DELIVERY OF A TRUST INDENTURE, A DEED OF TRUST, AN OFFICIAL STATEMENT AND A BOND PURCHASE AGREEMENT, AND AUTHORIZING THE EXECUTION AND DELIVERY OF AND APPROVING OTHER RELATED DOCUMENTS AND APPROVING OTHER RELATED ACTIONS IN CONNECTION THEREWITH

WHEREAS, the Stanislaus Regional Housing Authority (the "Authority") is authorized pursuant to Articles 1 through 5 of Chapter 1 of Part 2 of Division 24 of the Health and Safety Code of the State of California (the "Act"), to issue bonds or enter into revenue obligations and to use the proceeds thereof to finance the acquisition, rehabilitation and development of multifamily housing projects for persons and families of low and very low income residing within the jurisdiction of the Authority; and

WHEREAS, the Authority has determined to issue Multifamily Housing Revenue Bonds (the "Bonds") in order to finance the acquisition and rehabilitation of the Riverbank Commons located at (Attachment A) in Riverbank, California, and other capital improvements of the Authority (collectively, the "Project"), pursuant to a Trust Indenture (the "Indenture"), by and between the Authority and The Bank of New York Mellon Trust Company, N.A., as trustee (the "Trustee"); and

WHEREAS, the Authority expects to incur or pay from its own funds certain expenditures in connection with the Project prior to the issuance of indebtedness for the purpose of financing costs associated with the Project on a long-term basis; and

WHEREAS, the Authority hereby finds and declares that it is necessary, essential and a public purpose for the Authority to finance the acquisition and rehabilitation of multifamily rental housing and other capital improvements of the Authority, and has determined to issue the Bonds for such purposes; and

WHEREAS, the Authority hereby finds and declares that this resolution is being adopted pursuant to the powers granted by the Act; and

WHEREAS, all conditions, things and acts required to exist, to have happened and to have been performed precedent to entering into the Loan and the implementation of the program as contemplated by this resolution (the "Program") and the documents referred to herein exist, have happened and have been performed in due time, form and manner as required by the laws of the State of California, including the Act.

NOW, THEREFORE, BE IT RESOLVED by the Board of Commissioners of the Stanislaus Regional Housing Authority, as follows:

Section 1. The Authority hereby finds and declares that the above recitals are true and correct.

Section 2. The Authority hereby declares its official intent to issue, at one time or from time to time, an aggregate principal amount of not to exceed \$10,000,000 for the purpose of financing or refinancing the acquisition and rehabilitation of the Project by the Authority; including for the purpose of reimbursing to the Authority costs incurred for the Project prior to the issuance of the Bonds.

Section 3. Pursuant to the Act and the Indenture, the Authority authorizes the issuance of the Bonds in an aggregate principal amount not to exceed \$10,000,000. The Chairman, Vice Chairman or Executive Director of the Authority (each, a "Designated Officer" and, collectively, the "Designated Officers") are, and each of them acting alone is, hereby authorized, for and in the name and on behalf of the Authority, to execute and deliver the Indenture, with such additions thereto or changes therein as are recommended or approved by such Designated Officers upon consultation with bond counsel to the Authority, including such additions or changes as are necessary or advisable in accordance with Section 8 hereof, including additions or changes which may be required in connection with providing alternate security for the payment of the principal of and interest on the Bonds, (provided that no additions or changes shall authorize an aggregate principal amount of the Bonds in the principal amount of \$10,000,000, the approval of such additions or changes to be conclusively evidenced by the execution and delivery by the Authority of the Indenture. The dated date, maturity date, interest rate or rates, interest payment dates, manner of execution, place of payment, terms of prepayment, and other terms of the Bonds shall be as provided in the Indenture as finally executed.

Section 4. The form of First Deed of Trust, Assignment of Rents, Security Agreement and Fixture Filing with respect to the Project (the "Deed of Trust") to be made by the Authority for the benefit of the Trustee, in the form on file with the Secretary of the Authority, is hereby approved. The Designated Officers of the Authority are, and each of them acting alone is, hereby authorized, for and in the name of and on behalf of the Authority, to execute and deliver the Deed of Trust in substantially said form, with such additions thereto or changes therein as are recommended or approved by such Designated Officers upon consultation with bond counsel to the Authority, the approval of such additions or changes to be conclusively evidenced by the execution and delivery by the Authority of the Deed of Trust.

Section 5. A bond purchase agreement with respect to the Bonds (the "Bond Purchase Agreement") between the Authority and Oppenheimer & Co. Inc., as underwriter (the "Underwriter"), substantially in the form on file with the Secretary of the Authority, is hereby approved. The Designated Officers of the Authority are, and each of them acting alone is, hereby authorized, for and in the name and on behalf of the Authority, to accept the offer of the Underwriter to purchase the Bonds and to execute and deliver the Bond Purchase Agreement in said form, with such additions thereto or changes therein as are recommended or approved by such Designated Officers, the approval of such additions or changes to be conclusively evidenced by the execution and delivery by the Authority of the Bond Purchase Agreement.

Section 6. A preliminary official statement relating to the Bonds (the "Preliminary Official Statement"), substantially in the form on file with the Secretary of the Authority (with such changes as are necessary to make the Preliminary Official Statement accurate and complete in

all material respect), is hereby approved. The Designated Officers are, and each of them acting alone is, hereby authorized, for and in the name and on behalf of the Authority, to bring to final form a Preliminary Official Statement upon sale of the Bonds (the "Official Statement") and to execute the Official Statement in said form, with such additions thereto or changes therein as are recommended or approved by such Designated Officers, the approval of such additions or changes to be conclusively evidenced by the execution and delivery by the Authority of the Official Statement. The Underwriter is hereby authorized to distribute copies of the Preliminary Official Statement to persons who may be interested in the purchase of the Bonds and is directed to deliver copies of the Official Statement to all actual purchasers of the Bonds.

Section 7. It is intended that this Resolution shall constitute "some other similar official action" towards the issuance of bonds within the meaning of Section 1.103-8(a)(5) of the Treasury Regulations and "official intent" within the meaning of Section 1.150-2 of the Treasury Regulations, each as applicable under Section 103 of the Internal Revenue Code of 1986, as amended.

Section 8. All actions heretofore taken by the officers and agents of the Authority with respect to the financing contemplated by this Resolution and the Project are hereby approved, confirmed and ratified, and the proper officers of the Authority, including the Designated Officers, are hereby authorized, for and in the name and on behalf of the Authority, to do any and all things and take any and all actions and execute and deliver any and all certificates, agreements, assignments, notes and other documents which they, or any of them, may deem necessary or advisable in order to consummate the lawful execution and delivery of the Indenture in accordance with this Resolution and resolutions heretofore adopted by the Authority and in order to carry out the proposed financing and the Program, including but not limited to those certificates, agreements, assignments, notes and other documents described in the Indenture, the Deed of Trust, the Bond Purchase Agreement and the other documents herein approved and any certificates, agreements, assignments, notes or documents as may be necessary to further the purposes hereof.

Section 9. Each Designated Officer, acting alone, is hereby authorized to execute and deliver any future amendments to the documents authorized to be executed and delivered pursuant to this Resolution ("Authorized Documents"), without further action of the Authority, for the purposes of: (i) adding to the covenants and agreements of the Authority or of the provider of any bond insurer or liquidity facility; (ii) assigning or pledging additional security for any of the Bonds; (iii) curing any ambiguity, inconsistency or omission or supplementing any defective provision of the Indenture; (iv) the addition or deletion of provisions relating to the remarketing of the Bonds; (v) permitting the qualification of the Indenture under the Trust Indenture Act of 1939, as amended, or any similar federal statutes hereafter in effect; (vi) providing for any additional procedures, covenants or agreements necessary to maintain the tax-exempt status of interest on the Bonds; (vii) modifying or eliminating the book-entry registration system for any of the Bonds; or (viii) modifying the provisions relating to the maturity, the amortization, the redemption, the interest rate or the method of determining the interest rate of the Bonds, and the corresponding provisions of the Indenture or other agreements relating to the Bonds; provided such amendments: (1) are made pursuant to a written request of the Authority (and, in the case of an amendment described in clause (viii), above, a written request of the owners of 100% of the principal amount of Bonds then outstanding), (2) are made pursuant to the terms of such documents, (3) are consistent with such documents, (4) do not require the consent of the holders of the Bonds which consent has not already been obtained, and (5) in the case of an amendment described in clause (viii), above, will not result in a reissuance of the Bonds for federal income tax purposes, as evidenced by a letter from qualified bond counsel to the Authority.

Section 10. This resolution shall take effect from and after its adoption.

DULY AND REGULARLY ADOPTED by the Board of Commissioners of Stanislaus Regional Housing Authority this 9th day of September 2025. On a motion by Commissioner _____, seconded by Commissioner _____, and on the following roll call vote:

AYES:

NAYS

ABSENT:

ABSTAIN:

Approved: _____
Chairperson

Attest: _____
Secretary

Attachment A

#	Address	City	State	Zip Code
1	3209C Stanislaus St	Riverbank	CA	95367
2	3209D Stanislaus St	Riverbank	CA	95367
3	3209E Stanislaus St	Riverbank	CA	95367
4	3209F Stanislaus St	Riverbank	CA	95367
5	6610A Second St	Riverbank	CA	95367
6	6610B Second St	Riverbank	CA	95367
7	3315A Stanislaus St.	Riverbank	CA	95367
8	3315B Stanislaus St.	Riverbank	CA	95367
9	3321A Stanislaus St.	Riverbank	CA	95367
10	3321B Stanislaus St.	Riverbank	CA	95367
11	6611A Fourth St.	Riverbank	CA	95367
12	6611B Fourth St.	Riverbank	CA	95367
13	3320A Sierra St	Riverbank	CA	95367
14	3320B Sierra St	Riverbank	AK	95367
15	3320C Sierra St	Riverbank	CA	95367
16	3320D Sierra St	Riverbank	AK	95367
17	3328A Sierra St	Riverbank	CA	95367
18	3328B Sierra St	Riverbank	CA	95367
19	3328C Sierra St	Riverbank	CA	95367
20	3328D Sierra St	Riverbank	CA	95367
21	3206A Sierra St	Riverbank	CA	95367
22	3206B Sierra St	Riverbank	CA	95367
23	3206C Sierra St	Riverbank	CA	95367
24	3206D Sierra St	Riverbank	CA	95367
25	3210A Sierra St	Riverbank	CA	95367
26	3210B Sierra St	Riverbank	CA	95367
27	3207A Stanislaus St	Riverbank	CA	95367
28	3207B Stanislaus St	Riverbank	CA	95367
29	3209A Stanislaus St	Riverbank	CA	95367
30	3209B Stanislaus St	Riverbank	CA	95367
31	3618 Burney Ct.	Riverbank	CA	95367
32	3620 Burney Ct.	Riverbank	CA	95367
33	3229 Santa Fe St. 10A	Riverbank	CA	95367
34	3229 Santa Fe St. 10B	Riverbank	CA	95367
35	3611 Burney Ct.	Riverbank	CA	95367
36	3613 Burney Ct. 3229 Santa Fe St.	Riverbank	CA	95367
37	11A 3229 Santa Fe St.	Riverbank	CA	95367
38	11B	Riverbank	CA	95367
39	3545 Burney Ct.	Riverbank	CA	95367
40	3547 Burney Ct. 3229 Santa Fe St.	Riverbank	CA	95367
41	12A 3229 Santa Fe St.	Riverbank	CA	95367
42	12B	Riverbank	CA	95367
43	3533 Burney Ct.	Riverbank	CA	95367

44	3535 Burney Ct. 3229 Santa Fe St.	Riverbank	CA	95367
45	13A 3229 Santa Fe St.	Riverbank	CA	95367
46	13B	Riverbank	CA	95367
47	3523 Burney Ct.	Riverbank	CA	95367
48	3525 Burney Ct. 3229 Santa Fe St.	Riverbank	CA	95367
49	14A 3229 Santa Fe St.	Riverbank	CA	95367
50	14B	Riverbank	CA	95367
51	3509 Burney Ct.	Riverbank	CA	95367
52	3511 Burney Ct. 3229 Santa Fe St.	Riverbank	CA	95367
53	15A 3229 Santa Fe St.	Riverbank	CA	95367
54	15B	Riverbank	CA	95367
55	3445 Burney Ct.	Riverbank	CA	95367
56	3443 Burney Ct. 3309 Stanislaus St.	Riverbank	CA	95367
57	1A 3309 Stanislaus St.	Riverbank	CA	95367
58	1B	Riverbank	CA	95367
59	3430 Burney Ct.	Riverbank	CA	95367
60	3432 Burney Ct. 3309 Stanislaus St.	Riverbank	CA	95367
61	2A 3309 Stanislaus St.	Riverbank	CA	95367
62	2B	Riverbank	CA	95367
63	3442 Burney Ct.	Riverbank	CA	95367
64	3446 Burney Ct. 3309 Stanislaus St.	Riverbank	CA	95367
65	3A 3309 Stanislaus St.	Riverbank	CA	95367
66	3B	Riverbank	CA	95367
67	3500 Burney Ct.	Riverbank	CA	95367
68	3502 Burney Ct. 3309 Stanislaus St.	Riverbank	CA	95367
69	4A 3309 Stanislaus St.	Riverbank	CA	95367
70	4B	Riverbank	CA	95367
71	3516 Burney Ct.	Riverbank	CA	95367
72	3518 Burney Ct. 3320 Stanislaus St.	Riverbank	CA	95367
73	5A 3320 Stanislaus St.	Riverbank	CA	95367
74	5B	Riverbank	CA	95367
75	3520 Burney Ct.	Riverbank	CA	95367
76	3522 Burney Ct. 3320 Stanislaus St.	Riverbank	CA	95367
77	6A 3320 Stanislaus St.	Riverbank	CA	95367
78	6B	Riverbank	CA	95367
79	3532 Burney Ct.	Riverbank	CA	95367
80	3534 Burney Ct. 3320 Stanislaus St.	Riverbank	CA	95367
81	7A 3320 Stanislaus St.	Riverbank	CA	95367
82	7B	Riverbank	CA	95367
83	3544 Burney Ct.	Riverbank	CA	95367

84	3546 Burney Ct. 3320 Stanislaus St.	Riverbank	CA	95367
85	8A 3320 Stanislaus St	Riverbank	CA	95367
86	8B.	Riverbank	CA	95367
87	3606 Burney Ct.	Riverbank	CA	95367
88	3608 Burney Ct. 3320 Stanislaus St.	Riverbank	CA	95367
89	9A 3320 Stanislaus St.	Riverbank	CA	95367
90	9B	Riverbank	CA	95367
91	3309 Stanislaus St	Riverbank	CA	95367

TRUST INDENTURE

between

STANISLAUS REGIONAL HOUSING AUTHORITY

and

THE BANK OF NEW YORK MELLON TRUST COMPANY, N.A.

Relating to

**\$ _____
Stanislaus Regional Housing Authority
Multifamily Housing Revenue Bonds
(Riverbank Commons)
Series 2025A**

Dated as of November 1, 2025

TABLE OF CONTENTS

Page

ARTICLE 1

DEFINITIONS; INTERPRETATIONS; CONTENT OF CERTIFICATES AND OPINIONS

Section 1.1. Definitions	2
Section 1.2. Interpretation.	14
Section 1.3. Content of Certificates and Opinions.	15

ARTICLE 2

AUTHORIZATION AND TERMS OF THE BONDS

Section 2.1. Authorization and Purpose of Bonds.	17
Section 2.2. Form and Execution of the Bonds.	17
Section 2.3. Terms of the Bonds.	17
Section 2.4. Bond Registrar and Transfer of Bonds.	19
Section 2.5. Provisions for Book-Entry System.	19
Section 2.6. Mutilated, Lost, Stolen and Destroyed Bonds.	20
Section 2.7. Other Secured Obligations.	21
Section 2.8. Ownership of Bonds.	21
Section 2.9. Cancellation.	21
Section 2.10. Open Market Purchases.	21
Section 2.11. Destruction of Bonds.	21

ARTICLE 3

REDEMPTION OF BONDS

Section 3.1. Redemption of Bonds.	22
Section 3.2. Notice of Redemption.	23

ARTICLE 4

CREATION OF FUNDS AND ACCOUNTS; APPLICATION OF BOND PROCEEDS

Section 4.1. Creation of Funds and Accounts.	26
Section 4.2. Application of Bond Proceeds.	26
Section 4.3. Disbursement of Project Fund.	27
Section 4.4. Disbursement of Costs of Issuance Fund.	27

ARTICLE 5

SECURITY FOR THE BONDS; FLOW OF FUNDS

Section 5.1. Security for the Bonds.	28
Section 5.2. Bond Fund.	28
Section 5.3. Project Fund.	30
Section 5.4. Revenue Fund.	30
Section 5.5. [Reserved].	31

ARTICLE 6

INVESTMENT OF FUNDS; REBATE FUND

Section 6.1. Investment of Funds.	32
Section 6.2. Allocation of Income and Losses and Valuation.	33
Section 6.3. Rebate Fund.	33
Section 6.4. Segregation of Money.	34

ARTICLE 7

ISSUER COVENANTS AND REPRESENTATIONS

Section 7.1. Performance of and Authority for Covenants.	36
Section 7.2. Debt Service Coverage Ratios.	36
Section 7.3. Condemnation Awards and Insurance Proceeds.	37
Section 7.4. Occupancy Restrictions Pursuant to the Act.	38
Section 7.5. Lien of Indenture.	38
Section 7.6. Tax-Exempt Status of Bonds.	38
Section 7.7. Use of Available Revenues.	39

Section 7.8. Environmental Representations.	39
Section 7.9. Compliance with Environmental Laws.	39
Section 7.10. Preventive, Investigatory and Remedial Action.	39
Section 7.11. Environmental Audits.	39
Section 7.12. Maintenance of the Project.	40
Section 7.13. Compliance With Laws.	40
Section 7.14. Business-like Operation.	40
Section 7.15. Sale or Disposition of Project.	40
Section 7.16. Insurance.	41
Section 7.17. Annual Budget.	41
Section 7.18. Annual Financial Statements.	42
Section 7.19. Issuer Continuing Disclosure.	42
Section 7.20. Qualified Small Issue.	42

ARTICLE 8

EVENTS OF DEFAULT AND REMEDIES OF BONDOWNERS

Section 8.1. Events of Default and Special Mandatory Redemption Events.	43
Section 8.2. Acceleration of Maturity and Special Mandatory Redemption.	43
Section 8.3. Remedies Upon Default.	44
Section 8.4. Application of Revenues and Other Funds After Default.	44
Section 8.5. Trustee to Represent Bondowners.	45
Section 8.6. Bondowners' Direction of Proceedings.	45
Section 8.7. Limitation on Bondowners' Right to Sue.	45
Section 8.8. Absolute Obligation of Issuer.	46
Section 8.9. Termination of Proceedings.	46
Section 8.10. Remedies Not Exclusive.	46
Section 8.11. No Waiver of Default.	46

ARTICLE 9

CONCERNING THE TRUSTEE

Section 9.1. Acceptance of Trust.	47
Section 9.2. [Reserved].	47
Section 9.3. Trustee May Rely Upon Certain Documents and Opinions.	47
Section 9.4. Trustee Not Responsible for Indenture Statements.	48
Section 9.5. Limits on Duties and Liabilities of Trustee.	49
Section 9.6. Costs for Maintenance of Suit; Indemnification.	49
Section 9.7. Intervention in Judicial Proceedings.	50
Section 9.8. Trustee to Retain Rebate Records.	50
Section 9.9. Reports of Activities.	50
Section 9.10. Continuing Disclosures.	50
Section 9.11. Compensation of Trustee.	50
Section 9.12. Trustee May Hold Bonds.	51
Section 9.13. Appointment of Trustee.	51
Section 9.14. Resignation of Trustee.	51
Section 9.15. Removal of Trustee.	51
Section 9.16. Appointment of Successor Trustee.	51
Section 9.17. Merger of Trustee.	52
Section 9.18. Transfer of Rights and Property to Successor Trustee.	52
Section 9.19. Survival of Rights.	52

ARTICLE 10

DISCHARGE OF OBLIGATIONS TO BONDOWNERS

Section 10.1. Defeasance of the Bonds.	53
Section 10.2. Defeased Bonds No Longer Outstanding.	53
Section 10.3. Particular Bonds.	53
Section 10.4. Discharge of Indenture.	54

ARTICLE 11

AMENDMENT OF INDENTURE

Section 11.1. Amendments to Indenture.....	55
Section 11.2. Notice of Amendment.	57

ARTICLE 12

MISCELLANEOUS

Section 12.1. Successor Is Deemed Included in All References to Predecessor.	58
Section 12.2. Limitation of Rights to Parties and Bondowners.	58
Section 12.3. Waiver of Notice.....	58
Section 12.4. Notices.	58
Section 12.5. Waiver of Personal Liability.....	59
Section 12.6. Applicable Provisions of Law.	59
Section 12.7. Execution in Several Counterparts.	59

Exhibit A	FORM OF BOND
Exhibit B	ACCOUNTANT'S CERTIFICATE
Exhibit C	DISBURSEMENT CERTIFICATE

TRUST INDENTURE

THIS TRUST INDENTURE, made and dated as of November 1, 2025, by and between the Stanislaus Regional Housing Authority, a public body corporate and politic, duly organized and existing under the laws of the State of California (the "Issuer") and The Bank of New York Mellon Trust Company, N.A., a national banking association organized under the laws of the United States of America and being qualified to accept and administer the trusts created hereby, as trustee (the "Trustee"),

WITNESSETH:

WHEREAS, the Issuer is authorized, pursuant to Articles 1-5 of Chapter 1 of Part 2 of Division 24 of the Health and Safety Code of the State of California (the "Act"), to issue bonds for the purpose of financing the acquisition and rehabilitation of residential housing, including multifamily rental housing, which is affordable to persons of low and very low income; and

WHEREAS, the Issuer has authorized the issuance of its Multifamily Housing Revenue Bonds (Riverbank Commons) Series 2025A (the Bonds") in the aggregate principal amount of \$_____, the proceeds of which will be used to finance the acquisition and rehabilitation by the Issuer of a multifamily housing project consisting of 90 units, known or to be known as Riverbank Commons, and located at [confirm addresses] in the City of Riverbank, California and other capital improvements of the Issuer (collectively, the "Project") for the public purpose of providing decent, safe and sanitary housing and assisting persons and families of low and very low income, to fund a Reserve Account and to pay costs of issuance of the Bonds; and

WHEREAS, the Issuer desires to enter into this Indenture to establish the terms under which the Bonds will be issued and secured and to secure the payment of the principal thereof and of the interest and premium, if any, thereon; and,

WHEREAS, the Trustee has agreed to accept the duties and responsibilities of the trustee under this Indenture according to the terms of this Indenture;

NOW, THEREFORE, THE ISSUER AND THE TRUSTEE AGREE AS FOLLOWS for the benefit of the Owners:

ARTICLE 1

DEFINITIONS; INTERPRETATIONS; CONTENT OF CERTIFICATES AND OPINIONS

Section 1.1. Definitions The following words and terms as used in this Indenture and in any certificate, opinion or other document mentioned in this Indenture shall have the following meanings unless the context used clearly indicates another or different meaning or intent:

"Accountant" means any firm of independent certified public accountants selected by the Issuer or the Trustee, as applicable.

"Accountant's Certificate" means a certificate from an accountant in the form attached hereto as Exhibit B.

"Act" means Articles 1-5 of Chapter 1 of Part 2 of Division 24 of the Health and Safety Code of the State of California, as now in effect and as it may from time to time hereafter be amended or supplemented.

"Adjusted Income" means the adjusted income of a person (together with the adjusted income of all persons who intend to reside with such person in one residential unit) as calculated in the manner prescribed under the Act.

"Annual Budget" means the annual budget as approved by the Board of the Issuer.

"Annual Debt Service" means the amount required to be paid in a Fiscal Year of principal and interest on any Outstanding Bonds, calculated as follows: (i) interest which is to be paid from Bond proceeds shall be subtracted; (ii) Bonds which are subject to scheduled, noncontingent redemption or tender shall be deemed to mature on the dates and in the amounts which are subject to mandatory redemption or tender, and only the amount scheduled to be outstanding on the final maturity date shall be treated as maturing on that date; and (iii) Bonds which are subject to contingent redemption or tender shall be treated as maturing on their stated maturity dates.

"Authorized Denomination" means \$5,000 or any integral multiple thereof.

"Authorized Investments" means, if and to the extent permitted by law and by any policy guidelines promulgated by the Issuer:

(a) Government Obligations or Government Certificates;

(b) Bonds, debentures, notes or other evidence of indebtedness issued or guaranteed by any of the following federal agencies and provided such obligations are backed by the full faith and credit of the United States of America (stripped securities are only permitted if they have been stripped by the agency itself):

(i) Farmers Home Administration (FmHA) - Certificates of beneficial ownership;

(ii) Federal Housing Administration Debentures (FHA);

(iii) General Services Administration - Participation Certificates;

- (iv) Government National Mortgage Association (GNMA or "Ginnie Mae") - guaranteed mortgage-backed bonds and GNMA guaranteed pass-through obligations (participation certificates);
 - (v) U.S. Maritime Administration - Guaranteed Title XI financing;
 - (vi) U.S. Department of Housing and Urban Development (HUD) - Project notes and local authority bonds; and
 - (vii) any other agency or instrumentality of the United States of America;
- (c) Bonds, debentures, notes or other evidence of indebtedness issued or guaranteed by any of the following non-full faith and credit United States of America government agencies (stripped securities are only permitted if they have been stripped by the agency itself):
- (i) Federal Home Loan Bank System - Senior debt obligations (consolidated debt obligations);
 - (ii) Federal Home Loan Mortgage Corporation (FHLMC or "Freddie Mac") - Participation certificates (mortgage-backed securities) and senior debt obligations;
 - (iii) Fannie Mae - mortgage-backed securities and senior debt obligations (excluding stripped mortgage securities which are valued greater than par on the portion of the unpaid principal);
 - (iv) Student Loan Marketing Association (SLMA or "Sallie Mae") - Senior debt obligations;
 - (v) Resolution Funding Corp. (REFCORP) - Only the interest component of REFCORP strips which have been stripped by request to the Federal Reserve Bank of New York in book-entry form;
 - (vi) Federal Farm Credit System - Consolidated systemwide bonds and notes; and
 - (vii) any other agency or instrumentality of the United States of America;
- (d) Money market funds registered under the Federal Investment Company Act of 1940, whose shares are registered under the Securities Act of 1933, and having a rating by S&P of AAAm-G or AAAm and by Moody's of Aaa, including funds for which the Trustee or any affiliate of the Trustee receives a management or advisory fee;
- (e) Certificates of deposit issued by a state or national bank or a state or federal savings and loan, including, without limitation, the Trustee or any affiliate of the Trustee, provided that such certificates of deposit shall be either (i) continuously and fully insured by the FDIC, or (ii) have a maturity of not greater than 365 days and have the highest short-term letter and numerical ratings of Moody's and S&P;

(f) Savings accounts or money market deposits, including, without limitation, with the Trustee or any affiliate of the Trustee, that are fully insured by the FDIC;

(g) Investment agreements, including guaranteed investment contracts, provided either (i) the long-term unsecured debt or claims ability of the issuer or guarantor thereof is rated in the highest rating category by Moody's and S&P, or (ii) such agreement is fully collateralized by Government Obligations or Government Certificates.

(h) Commercial paper of "prime" quality rated in the highest rating category by Moody's and S&P, which commercial paper is limited to issuing corporations that are organized and operating within the United States.

(i) Bonds or notes issued by any state or municipality which are rated by Moody's and S&P in one of the two highest long-term rating categories assigned by such agencies;

(j) Federal funds or banker's acceptances which are eligible for purchases by members of the Federal Reserve System, drawn on any bank the short-term obligations of which are rated in the highest rating category by Moody's and S&P, provided that the maturity cannot exceed 270 days;

(k) Repurchase agreements with maturities of either (a) 30 days or less, or (b) less than one year, provided that the collateral is marked-to-market daily, entered into with financial institutions such as banks or trust companies organized under state or federal law, including, without limitation, the Trustee or any affiliate of the Trustee, insurance companies, or government bond dealers reporting to, or trading with, and recognized as a primary dealer by, the Federal Reserve Bank of New York and a member of SPIC, or with a dealer or parent holding company that is rated A or better by Moody's and S&P. The repurchase agreement must be in respect of Government Obligations or Government Certificates or obligations described in paragraph (b) above, which, exclusive of accrued interest, shall be maintained at least 100% of par. In addition, repurchase agreements shall meet the following criteria: (i) the third party (who shall not be the provider of the collateral) has possession of the repurchase securities and the Government Obligations or Government Certificates; (ii) failure to maintain the requisite collateral levels shall require liquidation; and (iii) the third party having possession of the securities has a perfected, first priority security interest in the securities; and

(l) Any other debt or fixed income security specified by the Issuer (except securities of the Issuer and any agency, department, commission or instrumentality thereof) and rated in the highest rating category by Moody's and S&P, including "pre-funded" municipal obligations.

The Trustee shall be entitled to rely on the advice of the Issuer or its designee as to the lawfulness of investments.

"Authorized Representative" means, with respect to the Trustee, any trust officer, assistant trust officer, vice president or assistant vice president within its corporate trust department and with respect to the Issuer, the Chairman, the Vice Chairman, the Executive Director or any other person designated by the Issuer.

"Available Revenues" means all revenues of the Issuer from any source, but only to the extent that such revenues are legally available to pay debt service on the Bonds and are not otherwise used in the ordinary course of business by the Issuer or which are not pledged or restricted by law, regulation, covenant, contract, resolution, indenture, trust agreement, loan agreement, deed of trust or otherwise solely to another particular purpose or purposes.

"Beneficial Owner" means, whenever used with respect to a Bond, the Person whose name is recorded as the beneficial owner of such Bond pursuant to the arrangements for book-entry determination of ownership applicable to the Securities Depository so long as the Bonds are held only in book-entry form.

"Bond" or "Bonds" means the Issuer's Multifamily Housing Revenue Bonds (Riverbank Commons) Series 2025A in the aggregate principal amount of \$_____.

"Bond Counsel" means Jones Hall LLP, or an attorney at law or firm of attorneys, selected by the Issuer, of nationally recognized standing in matters pertaining to the tax exempt nature of interest on municipal bonds, duly admitted to practice law before the highest court of any state of the United States of America or the District of Columbia.

"Bond Fund" means the fund of that name established pursuant to Section 4.1 and further described in Section 5.2.

"Bond Issuance Date" means the date of initial delivery of the Bonds, meaning November __, 2025.

"Bond Obligation" means, with respect to any Bond or any maturity of Bonds, the principal amount of all Outstanding Bonds as of any given date of calculation.

"Bondowner" means the Owner of any Bond.

"Bond Purchase Agreement" means the Bond Purchase Agreement dated _____, 2025, between the Issuer and the Underwriter.

"Bond Register" means the books for registration of the Bonds kept for the Issuer by the Trustee.

"Bond Year" means the one-year period beginning on November 2 in each year and ending on November 1 in the following year, except that the first Bond Year shall begin on the Bond Issuance Date and end on November 1, 2026.

"Book-Entry System" means that system whereby the clearance and settlement of securities transactions is made through electronic book-entry changes, thereby eliminating the need for physical movement of securities.

"Business Day" means any day other than a Saturday, a Sunday, a day on which banking institutions in the State of California, or any state in which the Principal Office of the Trustee is located are closed for corporate trust business as authorized or obligated by law or administrative order, or a day on which the New York Stock Exchange is closed.

"Code" means the Internal Revenue Code of 1986, as amended, and any applicable regulations promulgated thereunder, or any successor to the Internal Revenue Code of 1986, as

amended. Reference to any particular Code section shall, in the event of such successor Code, be deemed to be a reference to the successor of such Code section.

"Condemnation Award" or "Condemnation Proceeds" means the total condemnation proceeds actually paid by the condemning party or as a result of the condemnation of all or any part of the Project less the actual costs and expenses, including attorneys' fees, incurred by the Issuer in obtaining such award.

"Costs of Issuance" means all expenses of issuing the Bonds under this Indenture, including but not limited to legal, fiscal and printing expenses, the fees and expenses of consultants, the initial fee of the Trustee (including any fees of Counsel to the Trustee) under this Indenture, or the initial fee of any bank or other agency for collection or administration of the Bonds, advertising expenses, any discount on or placement fee for the Bonds, expenses of the Issuer (including legal fees of Counsel to the Issuer and including any development fees) and any and all other similar out-of-pocket expenses incurred for the purpose of issuing the Bonds.

"Costs of Issuance Fund" means the Costs of Issuance Fund established pursuant to Section 4.1.

"Counsel" means an attorney or a firm of attorneys duly admitted to practice in the highest court of any state of the United States of America or in the District of Columbia.

"Coverage Ratio" means the ratio for a Fiscal Year of Net Revenues to Required Net Debt Service on the Outstanding Bonds.

"Coverage Ratio Requirement" means a ratio for a Fiscal Year of Net Revenues to Required Net Debt Service on the Outstanding Bonds of 1.10 to 1.

"DTC" means The Depository Trust Company or any other depository approved by the Issuer for Book Entry System Bonds.

"Declaration of Acceleration" means a declaration given in accordance with the provisions of Section 8.2 that all principal of and interest on the Bonds are due and payable immediately.

"Disbursement Certificate" means (a) a certificate in the form attached hereto as Exhibit C signed by an Authorized Representative of the Issuer directing the Trustee to pay from the Project Fund for the costs of the Project, or (b) a certificate in the form attached hereto as Exhibit C signed by an Authorized Representative of the Issuer directing the Trustee to pay for Costs of Issuance from the Costs of Issuance Fund.

"Environmental Laws" shall mean:

(A) any federal statute, law, code, rule, regulation, ordinance, order, standard, permit, license or requirement (including consent decrees, judicial decisions and administrative orders) together with all related amendments, implementing preservation, conservation or regulation of the environment, regulations and reauthorizations, pertaining to the protection, preservation, conservation or regulation of the environment, including but not limited to: the Comprehensive Environmental Response, Compensation, and Liability Act, 42 U.S.C. §9601 et seq. ("CERCLA"); the Resource Conservation and Recovery Act, 42 U.S.C. §6901 et seq. ("RCRA"); the Toxic Substances Control Act, 15

U.S.C. §2601 et seq. ("TOSCA"); the Clean Air Act, 42 U.S.C. §7401 et seq.; and the Clean Water Act, 33 U.S.C. §1251 et seq.;

(B) any state or local statute, law, code, rule, regulation, ordinance, order, standard, permit, license or requirement (including consent decrees, judicial decisions and administrative orders) together with all reauthorizations, pertaining to the protection, preservation, conservation or regulation of the environment, including but not limited to the applicable provisions of the California Health and Safety Code;

(C) any federal, state or local legislation enacted in the future pertaining to the protection, preservation, conservation or regulation of the environment, and all related amendments, implementing regulations and reauthorizations.

"Event of Default" means any of the events specified in Section 8.1.

"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 (i) the investment is a certificate of deposit that is acquired in accordance with applicable regulations under the Code, (ii) 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, (iii) the investment is a United States Treasury Security--State and Local Government Series that is acquired in accordance with applicable regulations of the United States Bureau of Public Debt, or (iv) any commingled investment fund in which the Issuer and related parties do not own more than a ten percent (10%) beneficial interest therein if the return paid by the fund is without regard to the source of the investment.

"Final Computation Date" means the date on which all amounts due with respect to the Bonds are actually and unconditionally due, if cash is available at the place of payment, and no interest accrues with respect to the Bonds after such date. The Final Computation Date for the Bonds will be the earlier of: (a) the final maturity date for the Bonds or (b) the date on which the Bonds are redeemed in whole.

"Financial Assurance Instrument" means a municipal bond insurance policy, surety bond, irrevocable letter of credit or other similar instrument.

"Fiscal Year" means each October 1 through September 30.

"Fund" or "Funds" means the Funds created and established pursuant to this Indenture, including, but not limited to, the Bond Fund, the Revenue Fund and the Project Fund, but excluding the Rebate Fund.

"Government Certificates" means evidences of indebtedness of ownership of proportionate interests in future principal and interest payments of Government Obligations, including depository receipts thereof, wherein (i) a bank or trust company acts as custodian and holds the underlying Government Obligations; (ii) the owner of the Government Certificate is a real party in interest with the right to proceed directly and individually against the obligor of the

underlying Government Obligations; and (iii) the underlying Government Obligations are held in trust in a special account, segregated from the custodian's general assets, and are not available to satisfy any claim of the custodian or any person claiming through the custodian, or any person to whom the custodian may be obligated.

"Government Obligations" means direct obligations of the United States of America (including obligations issued or held in book entry form on the books of the Department of the Treasury of the United States of America) or obligations, the timely payment of the principal of and interest on which are fully guaranteed by the United States of America, including instruments evidencing an ownership interest in securities described in this clause (1); and (2) obligations, debentures, notes or other evidence of indebtedness issued or guaranteed by any of the following: Federal Home Loan Bank System, Export-Import Bank of the United States, Federal Financing Bank, Federal Land Banks, Federal National Mortgage Association, Government National Mortgage Association, Federal Home Loan Mortgage Company or Federal Housing Administration;

"Gross Proceeds" shall mean, with respect to the Bonds, the sum of the following amounts:

(i) original proceeds, namely, net amounts (after payment of all expenses of issuing the Bonds) received by or for the Issuer as a result of the sale of the Bonds, excluding original proceeds which become transferred proceeds (determined in accordance with the Code) of obligations issued to refund in whole or in part the Bonds;

(ii) investment proceeds, namely, amounts received at any time by or for the Issuer, such as interest and dividends, resulting from the investment of any original proceeds (as referenced in clause (i) above) or investment proceeds (as referenced in this clause (ii)) in Nonpurpose Obligations, increased by any profits and decreased (if necessary, below zero) by any losses on such investments, excluding investment proceeds which become transferred proceeds (determined in accordance with the Code) of obligations issued to refund in whole or in part the Bonds;

(iii) sinking fund proceeds, namely, amounts, other than original proceeds, investment proceeds or transferred proceeds (as referenced in clauses (i) and (ii) above) of the Bonds, which are held in the Bond Fund and any other fund to the extent that the Issuer reasonably expects to use such other fund to pay Annual Debt Service on the Bonds;

(iv) amounts in any fund established as a reasonably required reserve or replacement fund;

(v) investment property, (within the meaning of the Code) pledged as security for payment of Annual Debt Service on the Bonds by the Issuer or a related person;

(vi) amounts, other than as specified in this definition, used to pay Annual Debt Service on the Bonds; and

(vii) amounts received as a result of investing amounts described in this definition.

"Hazardous Substances" means:

- (A) "hazardous substances" as defined by CERCLA;
- (B) "hazardous wastes", as defined by RCRA;
- (C) any pollutant or contaminant, or hazardous, dangerous or toxic chemical, material, waste or substance ("pollutant") within the meaning of Environmental Laws, which Environmental Laws prohibit, limit or otherwise regulate the use, exposure, release, generation, manufacture, sale, transport, handling, storage, treatment, reuse, presence, disposal or recycling of such pollutant;
- (D) petroleum, crude oil or any fraction of petroleum or crude oil;
- (E) any radioactive material, including any source, special nuclear or by-product material, as defined at 42 U.S.C. §2011 et seq., and amendments thereto and reauthorizations thereof;
- (F) asbestos-containing materials in any form or condition ("ACM");
- (G) polychlorinated biphenyls ("PCB"); and
- (H) methane gas or any related substance.

"Housing Consultant" means any nationally recognized firm of consultants, any nationally recognized firm of certified public accountants or any other financial advisor, underwriter or consultant appointed by the Issuer and with experience in the preparation of studies for use in connection with the financing of low-income housing or evaluation of low-income housing.

"Indenture" means this Trust Indenture, dated as of November 1, 2025, between the Issuer and the Trustee as it may from time to time be supplemented, modified or amended.

"Installment Computation Date" means the last day of the fifth Bond Year and each succeeding fifth Bond Year thereafter.

"Insurance Proceeds" means the total proceeds of casualty insurance actually paid or payable in respect of insurance on the Project, less the actual costs and expenses, including attorneys' fees, incurred by the Issuer or the Trustee in collecting such proceeds.

"Interest Payment Date" means each May 1 and November 1, commencing May 1, 2026 thereafter so long as any of the Bonds remain unpaid.

"Investment Earnings" means all earnings derived from the investment of money held in any of the Funds, except the Rebate Fund.

"Investment Property" means any security (as said term is defined in section 165(g)(2)(A) or (B) of the Code), obligation, annuity contract or investment-type property, excluding, however, obligations (other than specified private activity bonds as defined in section 57(e)(5)(6) of the Code) the interest on which is excluded from gross income, under section 103 of the Code, for federal income tax purposes.

"Issuer" means the Stanislaus Regional Housing Authority, a public body corporate and politic, duly organized and existing under the laws of the State of California.

"Local Law" means all laws and regulations of the State applicable to the Issuer or the Bonds.

"Maximum Annual Debt Service" means the greatest Annual Debt Service calculated on all Bonds which are Outstanding on the date of calculation.

"Net Revenues" means Revenues (excluding proceeds resulting from Net Sales Proceeds, Insurance Proceeds and Condemnation Proceeds, but including Available Revenues and proceeds of business interruption and/or rent loss insurance and proceeds of liability insurance) less Operation and Maintenance Costs for the Project.

"Net Sales Proceeds" means the proceeds of any sale, including a foreclosure sale or other transfer of the Project, received by the Issuer or the Trustee.

"Nominee" means Cede & Co.

"Nonpurpose Obligation" means any Investment Property which is acquired with the Gross Proceeds of the Bonds other than the Project.

"Operation and Maintenance Costs" means all necessary costs to the Issuer of operating and maintaining the Project, including but not limited to administrative and general expenses, costs of insurance (including reasonable contributions for self-insurance reserves, if any), consulting and technical services and repairs and replacements (to the extent not properly classifiable as capital costs), but excluding depreciation (or reserves therefor), amortization of intangibles or other bookkeeping entries of a similar nature and debt service on the Bonds and the fees and expenses of the Trustee.

"Outstanding" or "Bonds Outstanding", in connection with the Bonds means, as of the time in question, all Bonds authenticated and delivered under this Indenture except: (a) Bonds which have been paid or which are deemed to have been paid in accordance with Article 10 of this Indenture and (b) Bonds in substitution for which other Bonds have been authenticated and delivered pursuant to Article 2 of this Indenture. In determining whether the Owners of the requisite Bond Obligation then Outstanding have concurred in any request, demand, authorization, direction, notice, consent or waiver under the provisions of the Indenture, Bonds which are registered in the name of the Issuer shall be disregarded and deemed not to be Outstanding hereunder for the purpose of any such determination.

"Owner" means the Person or Persons in whose name or names a Bond is registered on the Bond Register.

"Permitted Encumbrances" means, as of any particular time, the following liens and encumbrances:

(a) The lien of taxes and assessments which are not delinquent or which are being contested in good faith by the Issuer; and

(b) Minor defects, encroachments, irregularities and restrictions in the title to any of the Project (including covenants, conditions and restrictions on use, operation or development of any of the Project) which in the aggregate do not materially impair the use

of the Project for the purpose for which the affected Project are being operated, or if not currently operated, the purpose for which they were designed; and

(c) Easements, exceptions or reservations for the purpose of pipelines, telephone lines, natural gas lines, cable lines, power lines and substations, water lines, roads, streets, alleys, highways, railroad purposes, drainage and sewerage purposes, dikes, canals, laterals, ditches, the removal of oil, gas, coal or other minerals, and other like purposes, or for the joint or common use of real property, facilities and equipment, which in the aggregate do not materially impair the use of the Project for the purpose for which they are being operated, or if not currently operated, the purpose for which they were designed; and

(d) Present or future valid zoning or land use laws and ordinances, including, but not limited to, laws and ordinances requiring short-plat or subdivision of property upon hypothecation or sale; and

(e) The liens, encumbrances, security interests and claims securing, on a parity basis, the Bonds; and

(f) Purchase money security interests granted by the Issuer prior to the Bond Issuance Date for the Bonds, lessors' interests in equipment acquired by the Issuer under operating leases, and bailors' interests in equipment in the possession of the Issuer as a bailee; and

(g) Statutory liens arising in the ordinary course of business with respect to obligations which are not delinquent or are being contested in good faith; and

(h) Ground leases of real property on which any Project is located; and

(i) Leases or licenses for the use of all or a part of the Project (including leases or licenses with laundry, cable and other service providers) in accordance with the provisions of the Indenture.

"Person" means an individual, corporation, limited liability company, firm, association, partnership, trust, or other legal entity or group of entities, including a governmental entity or any agency or political subdivision thereof.

"Phase I Audits" means the environmental audit obtained in connection with the Project.

"Principal and Interest Account" means the account of that name in the Bond Fund and established pursuant to Section 4.1 of this Indenture.

"Principal Office" means the office of the Trustee designated from time to time pursuant to Section 12.4 and the principal corporate trust operations office of the Trustee.

"Project" means the 90-unit multifamily housing project known or to be known as Riverbank Commons, located at [confirm addresses] in the City of Riverbank, California, and other capital improvements of the Issuer.

"Project Fund" means the Project Fund established pursuant to Section 4.1.

"Purchase Price" shall have the same meaning as the term 'issue price' in sections 1273(b) and 1274 of the Code, and, in general, means the initial offering price to the public (not including bond houses and brokers, or similar persons or organizations acting in the capacity of underwriters or wholesalers) at which price a substantial amount of the Bonds are sold or, if the Bonds are privately placed, the price paid by the first buyer of the Bonds or the acquisition cost of the first buyer. The term "Purchase Price," for the purpose of computation of the Yield of Nonpurpose Obligations, means the fair market value of the Nonpurpose Obligations on the date of use of Gross Proceeds of the Bonds for acquisition thereof, or if later, on the date that Investment Property constituting a Nonpurpose Obligation becomes a Nonpurpose Obligation of the Bonds.

"Qualified Project Period" means the period beginning on the Bond Issuance Date, and ending on the first day on which no note or bond or other debt issued pursuant to the Act with respect to the Project is outstanding.

"Rebate Analyst" means a firm of certified public accountants, nationally recognized bond counsel or a nationally recognized rebate calculation service with expertise in the calculation of the arbitration rebate chosen in accordance with Section 6.3 of this Indenture to determine the Rebateable Amount, if any.

"Rebateable Amount" means the amount, as of each Installment Computation Date and as of the Final Computation Date, required to be paid to the United States pursuant to Section 148(f) of the Code within 60 days after such Installment Computation Date or Final Computation Date. In the case of a rebate calculation made pursuant to Section 6.3 of this Indenture with respect to any Bond Year other than an Installment Computation Date or the Final Computation Date, the rebateable amount shall be determined as though such calculation date were an Installment Computation Date.

"Rebate Fund" means the fund of that name, established pursuant to Section 4.1 and further described in Section 6.3.

"Record Date" means, with respect to any Interest Payment Date, the 15th day of the calendar month preceding the month containing such Interest Payment Date, or if such 15th day of the preceding calendar month is not a Business Day, the next preceding Business Day.

"Regularly Scheduled Debt Service" means the amount of principal and interest scheduled to be paid on the Bonds in a Fiscal Year.

"Regulations" means the Income Tax Regulations promulgated or proposed by the Department of Treasury pursuant to the Code from time to time or pursuant to any predecessor statute to the Code.

"Required Debt Service" means, for any Fiscal Year, the sum of: (a) Regularly Scheduled Debt Service; plus (b) the amount required for that period to pay the actual fees and expenses of the Trustee and plus (c) amounts required for any Mandatory Redemption of Bonds in that Fiscal Year, but not including amounts payable in connection with the optional redemption of any Bonds.

"Required Net Debt Service" means, for any Fiscal Year, Required Debt Service for that period net of any investment earnings on the Reserve Account available during that period to pay Required Debt Service.

"Reserve Account" means the account of that name in the Bond Fund and more particularly described in Section 5.2.

"Reserve Requirement" means an amount equal to the lesser of the Maximum Annual Debt Service on all Outstanding Bonds or the amount described in the next sentence. If on the Bond Issuance Date, the amounts required to be added to the Reserve Account to make the balance in the Reserve Account equal to Maximum Annual Debt Service on all Outstanding Bonds exceeds the Tax Maximum calculated with respect to the Bonds, then the Reserve Requirement shall mean the Reserve Requirement in effect immediately prior to the Bond Issuance Date, plus the Tax Maximum calculated with respect to the Bonds.

"Resolution" means Resolution No. _____ adopted by the Issuer on September 11, 2025, which authorizes the issuance of the Bonds and the execution and delivery of this Indenture.

"Revenue Fund" means the fund of that name created pursuant to Section 4.1 of this Indenture.

"Revenues" means all amounts due to or received by the Issuer or by the Trustee for the account of the Issuer pursuant or with respect to the Project, (other than refundable tenant deposits), including, without limitation, all lease payments, laundry and miscellaneous income, proceeds resulting from Net Sales Proceeds and Insurance and Condemnation Proceeds.

"SEC" means the federal Securities and Exchange Commission.

"Securities Depository" means, initially, DTC and its successors and any replacement securities depository appointed hereunder.

"Special Mandatory Redemption" has the meaning given that term in Section 3.1(C).

"Special Mandatory Redemption Event" means any of the events specified as such in Section 8.1.

"Special Record Date" means the date established by the Trustee pursuant to Section 2.3(C) as a record date for the payment of defaulted principal of or interest on the Bonds.

"State" means the State of California.

"Supplemental Indenture" means any agreement hereafter authorized and entered into between the Issuer and the Trustee, which complies with Article 11 and amends, modifies or supplements and forms a part of this Indenture.

"Tax Maximum" means, the lesser of: Maximum Annual Debt Service on the Bonds; 125% of average amount of principal, interest and premium, if any, required to be paid on the Bonds during all Fiscal Years in which the Bonds will be Outstanding, calculated as of the Bond Issuance Date; or ten percent of the proceeds of the Bonds, as "proceeds" is defined for purposes of Section 148(d) of the Code.

"Term Bonds" means the Bonds designated as Term Bonds pursuant to Section 2.3 herein and maturing on November 1, 20__ and November 1, 20__,

"Trust Estate" means the revenues, funds, accounts and rights which either the Issuer or the Trustee holds under this Indenture for the equal and proportionate benefit of the Owners, as provided in this Indenture. The Trust Estate consists of:

1. All Net Revenues of the Issuer which are paid to the Trustee pursuant to this Indenture; and

2. All cash and investments in the Funds and accounts (except the Rebate Fund) established under this Indenture, including the proceeds from liquidation of any investments, while those amounts are required to be held in those Funds and accounts; and

3. All Available Revenues of the Authority which are paid to the Trustee pursuant to the Indenture; and

5. Any and all other rights or property which are specifically transferred to the Trustee by the Issuer pursuant to a Supplemental Indenture as additional security for the Bonds.

"Trustee" means The Bank of New York Mellon Trust Company, N.A., or any successor Trustee appointed in accordance with the terms of this Indenture and who shall also act as paying agent and registrar for the Bonds.

"Undertaking" means the Continuing Disclosure Certificate by the Issuer pursuant to which the Issuer agrees to provide continuing disclosure for the Bonds pursuant to Rule 15c2-12 of the Securities and Exchange Commission, or any amendment or successor rule or regulation.

"Underwriter" means Oppenheimer & Co. Inc.

"Yield" means that yield which, when used in computing the present worth of all payments of principal and interest (or other payments in the case of Nonpurpose Obligations which require payments in a form not characterized as principal and interest) on a Nonpurpose Obligation or on the Bonds produces an amount equal to the Purchase Price of such Nonpurpose Obligation or such Bonds, all computed as prescribed in applicable Regulations and, in the case of variable rate obligations, as further prescribed in Section 7.6 hereof.

Section 1.2. Interpretation. Unless otherwise clear from the context of the terms, words or phrases, the following principles govern the interpretation of terms, words and phrases used in this Indenture:

(A) Articles, sections, paragraphs and clauses mentioned by number only without reference to another document are those so numbered which are contained in this Indenture.

(B) Captions, titles or headings preceding any article, section or subsection herein, and any table of contents or index attached hereto, are solely for convenience of reference and are not part of this Indenture and shall not affect its meaning, construction or effect.

(C) Terms such as "herein", "hereunder", "hereby", "hereto" and "hereof" refer to this Indenture as a whole and not to any particular section hereof unless so indicated; "heretofore" and "hereafter" mean before and after the date of adoption of this Indenture.

(D) Words importing any gender include masculine, feminine and neuter genders, where applicable.

(E) Words importing the maturity of a Bond do not include or connote the becoming due of such Bond upon redemption thereof prior to maturity or the payment of the redemption price thereof.

(F) Words importing the redemption or redeeming or calling for redemption of a Bond do not include or connote the payment of such Bond at its stated maturity.

(G) Words importing the singular number include the plural number, and vice versa, where applicable.

(H) All accounting terms not otherwise defined herein have the meanings assigned to them in accordance with generally accepted accounting principles consistently applied.

(I) If not otherwise specifically provided for herein, any notice required or permitted to be given shall be deemed given where addressed (if address is necessary to transmission) as provided in Section 12.4:

(1) on the day on which it is given by messenger or telecopy or other electronic means capable of producing a written notice;

(2) on the day following the day on which it is given by telegraphic means; or

(3) on the fifth day following its mailing by certified mail, return receipt requested.

(J) All references herein to particular sections of the Code include any and all successor sections to the referenced sections.

(K) Unless the context indicates otherwise, all references to rating categories shall be deemed to be without regard to any refinement or gradation of such categories by numerical modifiers or otherwise.

(L) All references to the term "include", "includes" or "including" shall be deemed to mean "include", "includes" or "including, without limitation."

(M) All references to the terms "attorneys fees" or "counsel fees" shall be deemed to refer to such fees whether incurred by in-house or outside counsel before trial, at trial, on appeal or in any bankruptcy or arbitration proceeding.

(N) All references to "real property" includes real property and improvements located thereon.

Section 1.3. Content of Certificates and Opinions. Every certificate or opinion provided for in this Indenture with respect to compliance with any provision of this Indenture, given by an officer of the Issuer may be based, insofar as it relates to legal or accounting matters, upon a certificate or opinion or representation by Counsel or an Accountant, unless such officer knows that the certificate, opinion or representation with respect to the matters upon which such

certificate or statement is based is erroneous. Any such certificate or opinion made or given by Counsel or an Accountant may be based, insofar as it relates to factual matters with respect to which information is in the possession of the Issuer, upon a certificate or opinion of or representation by an officer of the Issuer, unless such Counsel or Accountant knows, that the certificate or opinion or representation with respect to the matters upon which such certificate, opinion or representation is based is erroneous. The same officer of the Issuer, or the same Counsel or Accountant, as the case may be, need not certify to all of the matters required to be certified under any provision of this Indenture, but different officers, counsel or Accountants may certify to different matters.

ARTICLE 2

AUTHORIZATION AND TERMS OF THE BONDS

Section 2.1. Authorization and Purpose of Bonds. This Indenture constitutes a continuing agreement with the Owners from time to time of the Bonds to secure the full payment of the principal of and interest on all such Bonds subject to the covenants, provisions and conditions contained herein. The Bonds are authorized to be issued hereunder to obtain money to finance the Project. The Bonds are designated "Stanislaus Regional Housing Authority Multifamily Housing Revenue Bonds (Riverbank Commons) Series 2025A."

Section 2.2. Form and Execution of the Bonds.

(A) The Bonds shall be issued as Serial Bonds and Term Bonds in substantially the form attached as Exhibit A.

(B) The Bonds shall be executed on behalf of the Issuer by the facsimile or manual signatures of the Chairman, Vice Chairman, or Executive Director of the Issuer and authenticated as provided in Section 2.5(B) below. The Bonds may be typed or printed. Neither the death nor infirmity nor the failure of such officers to hold such office subsequent to the date of this Indenture and prior to the execution and delivery of the Bonds or any transferred Bond certificates shall affect the validity or enforceability of such Bonds.

(C) No Bond shall be valid or obligatory for any purpose or entitled to any security or benefit under this Indenture unless a certificate of authentication on such Bond, shall have been manually signed by an authorized signatory of the Trustee, and such executed certificate of authentication upon any such Bond shall be conclusive evidence that such Bond has been duly executed, registered, authenticated and delivered under this Indenture.

(D) Certificates of authentication on different Bonds need not be signed by the same person.

Section 2.3. Terms of the Bonds.

(A) The Bonds shall be dated the Bond Issuance Date and shall be subject to redemption as provided in Section 3.1. The Bonds shall be in the aggregate principal amount of \$_____ and shall be in Authorized Denominations, in maturity amounts (representing both principal and interest payable at maturity) of \$5,000 or any integral multiple thereof, so long as no Bond shall have more than one maturity date. The Bonds shall mature on November 1, in the years and in the amounts and shall bear interest as follows:

Serial Bonds

Maturity Date (November 1)	Initial Amount	Maturity Amount	Interest Rate	Yield to Maturity
-------------------------------	-------------------	--------------------	------------------	----------------------

Term Bonds

\$ _____	_____ %	Term Bond Due November 1, 20__
\$ _____	_____ %	Term Bond Due November 1, 20__

(B) The Bonds shall be fully registered without coupons as to principal and interest and shall be numbered separately in the manner and with any additional designation the Trustee deems necessary for the purpose of identification.

(C) Each Bond shall bear interest from the Interest Payment Date for such Bond next preceding the date of registration thereof unless it is registered as of a day during the period from the day after the Record Date for such Bond for such Interest Payment Date to such Interest Payment Date, inclusive, in which event it shall bear interest from such Interest Payment Date, or unless it is registered on or prior to the Record Date next preceding the first Interest Payment Date of such Bond, in which event it shall bear interest from its dated date; provided, however, that if at the time of registration of any Bond, interest is in default on such Bond, such Bond shall bear interest from the Interest Payment Date to which interest has previously been paid or made available for payment on such Bond. Payment of the interest on any Bond shall be made to the person whose name appears on the bond registration books of the Trustee as the registered owner thereof as of the close of business on the Record Date next preceding the Interest Payment Date, whether or not such day is a Business Day, such interest to be paid by check or draft mailed on the Interest Payment Date to such registered owner at such Bondholder's address as it appears on such registration books. Notwithstanding the foregoing, if at the time of authentication of any Bond, interest on the Bond is in default, the Bond shall bear interest from the Interest Payment Date to which interest has previously been paid or made available for payment, or if no interest has been paid on the Bond, from the dated date of Bond.

Upon written request of a registered owner of one million dollars (\$1,000,000) or more in aggregate principal amount of Bonds, payments of interest on and principal (including Redemption Price) of such Bonds shall be made by wire transfer from the Trustee to the Holder of such Bonds. Any such principal payment by wire transfer shall nevertheless be subject to prior surrender of the Series 2020A Bond with respect to which such payment is made. Each payment of interest on or principal of Bonds, whether by check, draft or wire transfer, shall be accompanied by information specifying the amount and the CUSIP number (if available), but neither the Agency nor the Trustee nor any Paying Agent shall be liable for any defect or inaccuracy in any such CUSIP number.

Notwithstanding the foregoing, for so long as any Bond is subject to a book-entry-only system, principal and interest payments shall be paid on each payment date to the nominee of the Securities Depository. Initially such payments shall be made payable to the order of Cede & Co., as the nominee of DTC.

Section 2.4. Bond Registrar and Transfer of Bonds.

(A) The Trustee is appointed as bond registrar and shall maintain the Bond Register for the registration and for the transfer of the Bonds. The Trustee shall enter the ownership of all Bonds in the Bond Register, and the Trustee may treat the Person as listed as Owner in the Bond Register as the owner of the Bond for all purposes. The following provisions of this Section 2.4 shall be subject to the terms of Section 2.5 as long as the Bonds are subject to a Book Entry System.

(B) Upon surrender for transfer of any Bonds at the Principal Office of the Trustee, the Trustee shall authenticate and deliver in the name of the transferee or transferees a new Bond or Bonds of the same series, interest rate and maturity and for the aggregate principal amount the Owner is entitled to receive. No transfer of any Bond shall be binding upon the Issuer or the Trustee unless made at such office and shown on the Bond Register.

(C) Bonds to be exchanged shall be surrendered at the Principal Office of the Trustee, and the Trustee shall authenticate and deliver in exchange therefor the Bond or Bonds that the Bondowner making the exchange shall be entitled to receive.

(D) Any Bond presented for transfer or payment (if so required by the Trustee) shall be accompanied by a written instrument or instruments of transfer or authorization for payment, in form and with guaranty of signature satisfactory to the Trustee, duly executed by the Owner thereof or by its attorney duly authorized in writing.

(E) The costs of printing any new Bonds and any services rendered or expenses incurred by the Trustee or the Issuer in connection with any exchange or transfer of Bonds (including the exchange or transfer of a Bond redeemed only in part) shall be paid by the Issuer, except that as a condition to a transfer of a particular Bond, the Trustee may require payment by the Bondowner of a sum sufficient to cover any tax, governmental fee or other governmental charge that the Trustee is required to pay in relation thereto.

(F) Each Bond delivered upon transfer of or in lieu of any other Bond shall be a valid obligation of the Issuer evidencing the same debt as the Bond surrendered, and except as otherwise provided herein shall be entitled to all of the security and benefits hereof to the same extent as the Bond surrendered, shall carry all the rights to interest accrued and unpaid, and to accrue, which were carried by such other Bond, and shall be so dated that neither gain nor loss of interest shall result from such transfer or exchange.

Section 2.5. Provisions for Book-Entry System. The Bonds shall be subject to a Book-Entry System of ownership and transfer, except as provided in Section 2.5(C). The general provisions for effecting such book-entry system are as follows:

(A) The Issuer hereby designates The Depository Trust Company as the initial Securities Depository hereunder.

(B) Notwithstanding the provisions regarding exchange and transfer of the Bonds under this Indenture, the Bonds shall initially be evidenced by one certificate for each maturity of the Bonds, in an aggregate amount equal to the aggregate principal amount of the Bonds. The Bonds so initially delivered shall be registered in the name of "Cede & Co." as nominee for the Securities Depository. The Bonds so registered shall be held in fully immobilized form by the Securities Depository pursuant to a blanket issuer letter of representations between the Depository Trust Company and the Issuer. The Bonds may not thereafter be transferred or exchanged on the registration books of the Issuer held by the Trustee except:

(1) to any successor Securities Depository designated pursuant to Section 2.5(C);

(2) to any successor nominee designated by a Securities Depository; or

(3) if the Issuer shall elect to discontinue the Book-Entry System pursuant to Section 2.5(C), the Issuer will cause the Trustee to authenticate and deliver replacement Bonds in fully registered form in Authorized Denominations in the names of the Beneficial Owners or their nominees; thereafter the provisions set forth in Section 2.4 regarding registration, transfer and exchange of Bonds shall apply.

(C) Upon the resignation of any institution acting as Securities Depository hereunder, or if the Issuer determines that continuation of any institution in the role of Securities Depository is not in the best interests of the Beneficial Owners, the Issuer will attempt to identify another institution qualified to act as Securities Depository hereunder or will continue the Book-Entry System by resolution. If the Issuer is unable to identify such Securities Depository prior to the effective date of the resignation, the Issuer shall discontinue the Book-Entry System, as provided in Section 2.5(B)(3).

(D) So long as the Book-Entry System is used for the Bonds, the Trustee shall have no responsibility or obligation to the Securities Depository or any of its nominees or participants, or to the Beneficial Owners, with respect to the accuracy of any records maintained by the Securities Depository or any of its nominees or participants, the payment by the Securities Depository or any of its nominees or participants of any amount in respect of the principal or redemption price of or the interest on the Bonds, any notice which is permitted or required to be given to Owners under this Indenture (except such notices as shall be required to be given by the Trustee to the Securities Depository as registered Owner), the selection by the Securities Depository or its nominees or participants of any person to receive payment in the event of a partial redemption of the Bonds or any consent given or other action taken by the Securities Depository as Owner of the Bonds. For so long as the Bonds are registered in the name of the Securities Depository or its nominee (or their respective registered assigns), the Securities Depository or its nominee shall be deemed to be the registered Owner of the Bonds for all purposes hereunder, and all references herein to the Owners of the Bonds shall mean the Securities Depository or its nominee and shall not mean the Beneficial Owners.

Section 2.6. Mutilated, Lost, Stolen and Destroyed Bonds. In case any Bond issued hereunder shall become mutilated or be destroyed, stolen or lost, the Issuer shall, if not then prohibited by law, cause to be executed and delivered a new Bond of like amount, interest rate, maturity date, series and tenor in exchange and substitution for and upon cancellation of such mutilated Bond, or in lieu of and in substitution for such destroyed, stolen or lost Bond, upon payment by the Owner thereof of the reasonable expenses and charges of the Issuer and the Trustee in connection therewith, and in the case of a Bond destroyed, stolen or lost, the filing with

the Trustee of evidence satisfactory to it that such Bond was destroyed, stolen or lost, and of the ownership thereof, and furnishing the Issuer and the Trustee with indemnity satisfactory to each of them. If the mutilated, destroyed, stolen or lost Bond already has matured or been subject to mandatory tender or called for redemption in accordance with its terms it shall not be necessary to issue a new Bond prior to payment.

Section 2.7. Other Secured Obligations. The Issuer reserves the right to issue obligations which are payable from the Available Revenues, or which are payable solely from revenues, proceeds and earnings which are not Revenues or Bond proceeds. However, the Issuer shall not issue any parity obligations which are secured by, or payable from, the Trust Estate. The Issuer may issue obligations secured by a subordinate lien against the Trust Estate.

Section 2.8. Ownership of Bonds. The Issuer and the Trustee may deem and treat the person in whose name any Bond is then registered or its nominee, whether or not such Bond shall be overdue, as the Owner of such Bond for the purpose of receiving payment of the principal of and interest on such Bond and for all other purposes whatsoever, and the Issuer and the Trustee shall not be affected by any notice to the contrary.

Section 2.9. Cancellation. All Bonds that have been redeemed shall be canceled by the Trustee upon receipt and shall not be reissued.

Section 2.10. Open Market Purchases. Notwithstanding anything in this Indenture to the contrary, the Issuer may at any time purchase Bonds in the open market. Any Bonds purchased pursuant to this Section 2.10 shall be immediately delivered to the Bond Registrar, with notice to the Trustee, for cancellation. The face amount of any Bonds so purchased in the open market by the Issuer may be credited at the direction of the Issuer, against any mandatory sinking fund redemptions of the Bonds so purchased.

Section 2.11. Destruction of Bonds. Whenever any Bonds shall be delivered to the Trustee for cancellation pursuant to this Indenture or if received by the Trustee pursuant to Section 2.10, such Bonds shall be canceled promptly and destroyed by the Trustee after payment of the principal amount and premium, if any, and interest accrued thereon, if applicable, in each case after a reasonable period of time, and counterparts of a certificate of destruction evidencing such destruction shall be furnished by the Trustee to the Issuer.

ARTICLE 3

REDEMPTION OF BONDS

Section 3.1. Redemption of Bonds. The Bonds are subject to redemption prior to maturity as provided in this section. Notice of redemption shall be given in accordance with Section 3.2.

For all purposes of this Indenture, unless the context otherwise requires, all provisions relating to the redemption of the Bonds shall relate, in the case of any Bond redeemed or to be redeemed only in part, to the portion of the principal of such Bond that has been or is to be redeemed.

(A) *Optional Redemption.* The Bonds are subject to redemption prior to their respective stated maturity dates in whole or in part, at the option of the Issuer, on any May 1 or November 1 on or after May 1, 20__ from any source of available funds, at a redemption price equal to the principal amount thereof plus accrued interest thereon to the date of redemption.

(B) *Mandatory Redemption of Term Bonds; Sinking Fund Installments.*

The Bonds maturing on November 1, 20__ and November 1, 20__ shall be subject to mandatory redemption prior to their stated maturity, in part, by lot, from Sinking Fund Installments on the dates and in the amounts shown in the following tables, at the principal amount of such Bonds being redeemed, plus accrued interest thereon to the date fixed for redemption, without premium. The Issuer shall make the following Sinking Fund Installments on the respective dates and in the amounts set forth in the following tables:

Term Bond maturing November 1, 20__

Date (<u>November 1</u>)	Principal <u>Amount</u>
-------------------------------	----------------------------

(maturity)

Term Bond maturing November 1, 20__

Date (<u>November 1</u>)	Principal <u>Amount</u>
-------------------------------	----------------------------

(maturity)

\

(C) *Extraordinary and Special Mandatory Redemption.* The Bonds shall be subject to extraordinary and special mandatory redemption as follows:

(1) The Bonds shall be subject to extraordinary mandatory redemption as a whole or in part, on any date, at a redemption price equal to the principal amount thereof, plus accrued interest to the date of redemption in the event of (a) the receipt by the Issuer or the Trustee of Insurance Proceeds or a Condemnation Award with respect to the Project and a determination by the Issuer not to restore the Project pursuant to Section 7.3(D) hereof (or that a portion of such Insurance Proceeds or Condemnation Award deposited with the Trustee is in excess of that which is needed to restore the Project), or (b) if the Issuer certifies to the Trustee in writing that it will not spend a portion of the amounts on deposit in the Project Fund for the acquisition, construction, rehabilitation or repair of the Project and directs the Trustee to redeem Bonds from such amount. Insurance Proceeds or Condemnation Awards used to redeem Bonds pursuant to this Section 3.1(C)(1) may be applied to redeem in whole or in part the Bonds, as selected by the Issuer by written notice to the Trustee. In the case of extraordinary mandatory redemption of fewer than all Outstanding Bonds pursuant to this Section 3.1(C)(1), the Trustee shall select Bonds for redemption by lot in the manner determined by the Trustee so that each scheduled mandatory redemption for the Bonds being redeemed is reduced by an identical percentage amount, adjusted for the Authorized Denominations of the Bonds. If there are no scheduled mandatory redemptions for the Bonds being redeemed pursuant to this Section 3.1(C)(1), then the Trustee shall select the maturities of the Bonds to be redeemed by lot. No Bond shall remain Outstanding having a principal amount that is not an Authorized Denomination. The Trustee shall notify the Issuer promptly in writing of the Bonds so selected by lot for redemption and, in the case of any partial redemption Bonds, the principal amount thereof to be redeemed.

(2) Upon the occurrence of a Special Mandatory Redemption Event, the Trustee may call, and upon the direction of not less than a majority of the Owners of the Bond Obligation then Outstanding, the Trustee shall call all then Outstanding Bonds for redemption (the "Special Mandatory Redemption") at a redemption price equal to the principal amount thereof plus the accrued interest to the date of redemption. The date of redemption shall be at least 60 days after the Trustee has provided the Issuer with written notice of such Special Mandatory Redemption.

Section 3.2. Notice of Redemption.

(A) Notice of redemption shall be given in accordance with the further provisions of this Section 3.2.

(1) The Issuer shall, unless waived by the Trustee, give at least 30 days prior notice of redemption to the Trustee if the Issuer elects to redeem Bonds. When Bonds are redeemed which are in book-entry form, the Trustee shall give notice of redemption as required by the depository and no additional notice shall be required pursuant to Section 3.1(C)(2) except for written notice to the Issuer of a Special Mandatory Redemption. When Bonds are redeemed which are not in book entry form, the Trustee shall give notice of redemption by first class mail, postage prepaid, mailed not less than 20 days (60 days in the case of a Special Mandatory Redemption) nor more than 45 days (75 days in the case of a Special Mandatory Redemption) prior to the redemption date to the Issuer and to each Owner of Bonds to be redeemed at the address of such Owner appearing in the Bond Register, and also to such other Persons as the Issuer shall deem appropriate, including all Persons then required by law or regulation to receive notice of redemption of the Bonds.

The failure of the Trustee to mail notice of redemption to such other Persons shall not affect the sufficiency of the proceedings for redemption.

(2) All notices of redemption for Bonds which are not in book entry form shall state:

(a) the redemption date;

(b) the redemption price;

(c) the name and series of the Bonds to be redeemed, the principal amount of Bonds to be redeemed, and, if less than all Outstanding Bonds are to be redeemed, the CUSIP numbers or other identification (and, in the case of partial redemption, the respective principal amounts) of the Bonds to be redeemed;

(d) that on the redemption date the redemption price of each such Bond will become due and payable and that interest on the principal amount of each such Bond to be redeemed shall cease to accrue on and after such date;

(e) the place or places where such Bonds must be surrendered for payment of the redemption price thereof; and

(f) such additional information as the Trustee shall deem appropriate.

(3) The Trustee shall also give notice of any redemption of Bonds to the Municipal Securities Rulemaking Board (the "MSRB") and to the Securities Depository, at least 20 days but not more than 60 days prior to the date fixed for redemption.

The actual receipt by the MSRB or any Securities Depository of any notice for such redemption shall not be a condition precedent to any redemption of any Bonds, and neither failure to receive such notice nor any defect therein shall affect the validity of the proceedings for the redemption of any Bonds or the cessation of the accrual of interest thereon on the date fixed for redemption.

(B) Notice of redemption having been given, the principal amount of the Bonds to be redeemed shall become due and payable on the redemption date at the redemption price specified, and on and after such date (unless the Issuer shall default in the payment of the redemption price) such principal amount of the Bonds shall cease to bear interest subject to the provisions of Section 8.2. Upon surrender of any such Bond for redemption in accordance with such notice, such Bond shall be paid at the redemption price thereof to the extent that money is on deposit with the Trustee for that purpose. Neither the failure of an Owner to receive such notice nor any defect in any notice shall affect the sufficiency of the proceedings for such redemption.

(C) If the Issuer has not provided the Trustee with funds for the Trustee to pay any Bond called for redemption on the redemption date, then the principal amount of such Bond and, to the extent lawful, interest thereon, shall continue to bear interest from the redemption date at the rate borne by the Bond immediately before the redemption date until the Trustee receives sufficient funds from the Issuer to pay the redemption price and all accrued interest on such Bond.

(D) If any Bond is to be redeemed only in part, it shall be surrendered to the Trustee (with, if the Trustee so requires, due endorsement by, or a written instrument of transfer in form satisfactory to the Bond Registrar duly executed by, the Owner thereof or its attorney duly authorized in writing) and the appropriate officers of the Issuer shall execute and the Trustee shall authenticate and deliver to the Owner of such Bond, without service charge, a new Bond or Bonds of the same series, maturity and interest rate and of any Authorized Denomination or Authorized Denominations, as requested by such Owner, in aggregate principal amount equal to and in exchange for the unredeemed portion of the principal of the Bond surrendered.

ARTICLE 4

CREATION OF FUNDS AND ACCOUNTS; APPLICATION OF BOND PROCEEDS

Section 4.1. Creation of Funds and Accounts.

(A) The following Funds and accounts shall be created and established with the Trustee as needed to comply with the provisions of this Indenture:

- (1) the Bond Fund, including a Principal and Interest Account and a Reserve Account;
- (2) the Project Fund;
- (3) the Costs of Issuance Fund; and
- (4) the Rebate Fund.

(B) Each Fund (other than the Revenue Fund which shall be held and maintained by the Issuer) and account shall be maintained by the Trustee as a separate and distinct trust fund or account to be held, managed, invested, disbursed and administered as provided in this Indenture. All money deposited in the Funds and accounts created hereunder shall be used solely for the purposes set forth in this Indenture. The Trustee shall keep and maintain adequate records pertaining to each Fund and account, and all disbursements therefrom.

(C) The Trustee may, in its discretion, establish such additional accounts within any Fund, and subaccounts within any of the accounts (including capitalized interest sub-accounts of the Project Fund), as the Trustee may deem necessary or useful for the purpose of identifying more precisely the sources of payments into and disbursements from that Fund and its accounts, or for the purpose of complying with the requirements of the Code relating to arbitrage, but the establishment of any such account or subaccount shall not alter or modify any of the requirements of this Indenture with respect to a deposit or use of money in the Funds, or result in commingling of funds not permitted hereunder. In establishing such accounts or subaccounts, the Trustee may request, receive and rely upon an opinion of Bond Counsel, addressed to the Trustee and the Issuer, that the establishment of such accounts or subaccounts will not cause any of the Bonds to become "arbitrage bonds" within the meaning of the Code.

Section 4.2. Application of Bond Proceeds. The Bond Proceeds received by the Issuer from the purchaser of the Bonds (being \$_____) shall be paid to the Trustee on the Bond Issuance Date for the Bonds. The proceeds of the Bonds shall be deposited by the Trustee immediately upon receipt and disbursed as follows:

- (1) The Trustee shall deposit \$_____ in the Reserve Account of the Bond Fund, to be disbursed pursuant to Section 5.2(E).
- (2) The Trustee shall deposit \$_____ in the Costs of Issuance Fund, to be disbursed pursuant to Section 4.4.

(3) The Trustee shall deposit the remainder of the proceeds of the Bonds, being \$_____ in the Project Fund, to be disbursed pursuant to Section 4.3 and Article 5.

Section 4.3. Disbursement of Project Fund. The proceeds of the Bonds shall be held, invested and disbursed as specified in this Section 4.3 and in Article 5.

(A) The Trustee shall transfer \$_____ in the Project Fund to _____ Title Company (the "Title Insurer") for costs of acquiring the Project pursuant to a Disbursement Certificate from the Issuer.

(B) Any amounts remaining in the Project Fund after making the disbursements described above in (A), may be used for the rehabilitation or repair of the Project or other capital improvements of the Issuer. The Trustee shall disburse such amounts upon receipt of Disbursement Certificates.

Section 4.4. Disbursement of Costs of Issuance Fund. The amount in the Costs of Issuance Fund shall be used on or after the Bond Issuance Date to pay Costs of Issuance relating to the Bonds. Before each payment is made from the Costs of Issuance Fund by the Trustee, there shall be filed with the Trustee a Disbursement Certificate (upon which the Trustee may conclusively rely), accompanied by copies of appropriate invoices or other evidence of amounts due, and stating with respect to each payment to be made: (i) the requisition number; (ii) the name and address of the person to whom payment is due (which may be the Issuer if the payment is to reimburse the Issuer for amounts previously paid); (iii) the purpose for which the payment is to be made; (iv) the amount to be paid; (v) that each obligation mentioned therein has been properly incurred and is a proper charge against the Costs of Issuance Fund; and (vi) that none of the items for which payment is requested has been previously paid or reimbursed from the Costs of Issuance Fund.

Any amounts remaining in the Costs of Issuance Fund on the date three (3) months after the Bond Issuance Date and not expected to be required to pay Costs of Issuance payable from such account as certified by the Issuer shall be transferred upon the written direction of the Issuer by the Trustee to the Bond Fund.

ARTICLE 5

SECURITY FOR THE BONDS; FLOW OF FUNDS

Section 5.1. Security for the Bonds.

(A) The Issuer hereby pledges the following to secure the Bonds:

- (1) The Net Revenues;
- (2) The Available Revenues;

(3) All right of the Issuer to the amounts required to be deposited with the Trustee pursuant to this Indenture, including any amounts available under a Financial Assurance Instrument.

(B) Pursuant to the Act, the pledges of the amounts described in Section 5.1(A) shall be valid and binding from the time of the execution of this Indenture. The amounts so pledged and hereafter received by the Issuer shall immediately be subject to the lien of such pledge without any physical delivery or further act, and the lien of the pledge shall be superior to all other claims and liens whatsoever to the fullest extent permitted by the Act and other applicable California law.

(C) The Bonds are special obligations of the Issuer payable solely from the Trust Estate. The Bonds are not general obligations of the Issuer or of the State. The Bonds and premium, if any, and interest thereon are not payable from taxes and are not a charge against the general credit or taxing power of the State or any political subdivision, municipal or quasi municipal corporation or agency thereof. No Owner of any Bond shall have the right to compel any exercise of the taxing power of the State or any other political subdivision, municipal or quasi municipal corporation or agency thereof to pay such Bond or the premium, if any, or interest thereon, and the Bonds do not constitute an indebtedness of the State or a loan of the credit thereof within the meaning of any Constitutional or statutory provision. The Issuer does not have taxing power.

Section 5.2. Bond Fund.

(A) The Trustee shall deposit in or transfer to the Principal and Interest Account:

- (1) all accrued interest required to be deposited therein from Bond proceeds pursuant to Section 4.2;
- (2) all capitalized interest from the Project Fund required to be transferred to the Principal and Interest Account pursuant to Section 5.3;
- (3) all amounts required to be transferred to the Principal and Interest Account from the Reserve Account pursuant to Section 5.2(D); and
- (4) All Net Sales Proceeds received by the Trustee from or on behalf of the Issuer.

(B) The money and investments in the Principal and Interest Account shall be used by the Trustee, from time to time, to the extent required, in the following order of priority:

(1) for the payment of the principal of and/or interest on the Bonds coming due on the next Interest Payment Date, and payments due on a redemption date (other than an optional redemption date); and

(2) for the payment of the redemption price of any Bonds called for optional redemption in accordance with the provisions of this Indenture.

(C) The Trustee shall deposit or transfer into the Reserve Account:

(1) all amounts derived from Bond proceeds and required to be deposited in the Reserve Account pursuant to Section 4.2

(2) all sums required to be transferred to the Reserve Account pursuant to Section 5.4(A)(3); and

(3) all sums required to be deposited in or transferred to the Reserve Account pursuant to any Supplemental Indenture.

(D) The money and investments in the Reserve Account shall be used by the Trustee, from time to time, to the extent required, in the following order of priority:

(1) for transfer to the Principal and Interest Account on each redemption date (other than an optional redemption date) or Interest Payment Date to the extent that the amount in the Principal and Interest Account on that date is insufficient to pay the principal of, premium, if any, on or interest on any Bonds coming due on that date; and

(2) for transfer to the Principal and Interest Account to pay the final installment(s) of principal of or interest on any Bonds.

(E) If three Business Days prior to each Interest Payment Date, the amount in the Reserve Account exceeds the Reserve Requirement for the Bonds due to earnings thereon, the Trustee shall transfer such earnings to the Principal and Interest Account to be applied to the payment due on such Interest Payment Date unless the Issuer notifies the Trustee in writing prior to such date, pursuant to Section 6.3, that a Rebateable Amount must be deposited in the Rebate Fund. In that event, so much of the excess amount as equals the Rebateable Amount shall be deposited to the Rebate Fund. All investments in the Reserve Account shall be valued at cost and shall be valued on the third Business Day prior to each Interest Payment Date and shall also be valued immediately following any disbursement from the Reserve Account pursuant to Section 5.2(D).

(F) The Issuer may deposit in the Reserve Account a Financial Assurance Instrument in satisfaction of all or part of the Reserve Requirement for the Bonds.

(G) Pending application of money in the Bond Fund as set forth in this Section 5.2, such money shall be invested and reinvested by the Trustee in Authorized Investments pursuant to the following Section 6.1. All Investment Earnings on money and investments in the accounts in the Bond Fund shall be retained in such accounts and applied as specified in Section 5.2.

Section 5.3. Project Fund.

(A) The Trustee shall deposit into the Project Fund all amounts derived from Bond proceeds required to be deposited therein pursuant to this Indenture, and all amounts received by the Trustee from the Issuer or from any other source for purposes of paying costs of the Project.

(B) Three Business Days prior to each Interest Payment Date, the Trustee shall transfer from the Project Fund to the Principal and Interest Account, the amount (if any) for payment of interest due on the Bonds as shall be specified in a schedule of capitalized interest payments delivered by the Issuer to the Trustee on the Bond Issuance Date. No Disbursement Certificate shall be required to make such transfer.

(C) The Trustee shall, upon receipt of a Disbursement Certificate, disburse amounts specified in the Disbursement Certificate.

(D) All payments made from the Project Fund pursuant to a Disbursement Certificate received from an Authorized Representative of the Issuer shall be presumed to be made properly and the Trustee shall not be required to see to the application of any payments made from the Project Fund or to inquire into the purposes for which withdrawals are being made from the Project Fund. The Trustee shall not be responsible for determining whether funds on hand in the Project Fund are sufficient to complete the Project.

(E) To the extent not otherwise specified in Section 4.1 with respect to funds remaining in the Project Fund upon completion of the Project, the Trustee shall transfer any money and investments remaining in the Project Fund to the Principal and Interest Account of the Bond Fund for payment of the principal and interest on the Bonds as the Issuer shall specify in writing.

Amounts on deposit in the Project Fund shall be invested by the Trustee at the written direction of the Issuer in accordance with the requirements of Section 6.1. All Investment Earnings shall be retained in the Project Fund and applied with other amounts in the Project Fund as specified in this Section 5.3.

Section 5.4. Revenue Fund.

(A) The Issuer shall establish and maintain a Revenue Fund for the Project. All Revenues of the Project shall be deposited in the Revenue Fund for the Project. The Issuer may make withdrawals from the Revenue Fund for the Project for payments of Operations and Maintenance Costs for the Project. The Issuer shall deliver to the Trustee from the Revenue Fund for the Project the following:

(1) Not later than three Business Days prior to each Interest Payment Date, the Issuer shall provide to the Trustee Net Revenues for deposit in the Principal and Interest Account, in the amount necessary to pay the interest due on the Bonds on such Interest Payment Date and to pay the principal, if any, due on the Bonds on such Interest Payment Date, after taking into account any amounts then on deposit in the Principal and Interest Account for such payment.

(2) Not later than three Business Days prior to each redemption date for any Bonds, the Issuer shall provide to the Trustee Net Revenues for deposit in the Principal and Interest Account, in the amount necessary to pay the redemption price, premium, if any, and interest due on such Bonds on such redemption date, after taking into account

any amounts then on deposit in the Principal and Interest Account and available for such payment on such redemption date.

(3) If, on any valuation date for the Reserve Account specified in Section 5.2(F), the Reserve Account falls below the Reserve Requirement, then not later than the 10th calendar day of each month, commencing with the 10th calendar day of the first month immediately following the date the Reserve Account falls below the Reserve Requirement, Net Revenues, in a monthly amount determined as specified in the following sentence. The monthly amount required to be delivered to the Trustee for deposit to the Reserve Account pursuant to this Section 5.4(A)(3) shall be an amount equal to a fraction (the numerator of which shall be one and the denominator of which shall be the number of months remaining until the next succeeding Interest Payment Date) of the amount necessary to meet the Reserve Requirement by the next succeeding Interest Payment Date.

(4) [Reserved]

(5) The Issuer may disburse amounts in the Revenue Fund for the Project in excess of amounts needed to make the payments described in subparagraphs (1) through (4) of this Section 5.4(A) for any lawful Issuer purpose.

(B) Investment of Money in Revenue Fund. Pending application of money in the Revenue Fund as set forth in this Section 5.4, such money shall be invested and reinvested by the Issuer in Authorized Investments.

Section 5.5. [Reserved].

ARTICLE 6

INVESTMENT OF FUNDS; REBATE FUND

Section 6.1. Investment of Funds.

(A) Money on deposit in the Revenue Fund shall be held by the Issuer and invested by the Issuer in Authorized Investments.

(B) Money on deposit in the Project Fund shall be invested and reinvested by the Trustee in Authorized Investments, as directed by the Issuer and confirmed in writing; but in the event of the failure of the Issuer to provide timely directions for such investment or reinvestment, the Trustee shall invest or reinvest, to the extent practicable, any or all money held by it in such Funds or accounts in Government Obligations having a maturity date no later than the date the monies in such Funds are anticipated to be needed to be used, but in all events having a maturity date no greater than 180 days after the date of any such investment.

(C) Money on deposit in the Bond Fund shall be invested and reinvested by the Trustee in Authorized Investments as directed by the Issuer and confirmed in writing; but in the event of the failure of the Issuer to provide timely directions for such investments or reinvestments, the Trustee shall invest, to the extent practicable, or reinvest any or all money held by it in the Bond Fund in Government Obligations. Money in the Principal and Interest Account in the Bond Fund shall be invested only in Authorized Investments maturing no later than the date money in such account is needed to make the payments authorized to be made therefrom. The Issuer shall specify the maturity date of Authorized Investments on deposit in the Reserve Account, which maturity date shall occur no more than five years from the day such Authorized Investment is acquired by the Trustee for the Issuer.

(D) Pending application of the money in the Rebate Fund as required pursuant to the following Section 6.3(D), such money shall be invested and reinvested, to the extent practicable, in Government Obligations, as directed by the Issuer and confirmed in writing, maturing on or before the date the money invested therein is required to be paid to the United States pursuant to Section 6.3(F).

(E) With respect to investments made at the direction of the Issuer, all such investments shall be deemed Authorized Investments without further review or investigation by the Trustee.

(F) The Trustee may make investments permitted by this Section through or from its own bond department, trust investment department or that of any affiliate.

(G) The Issuer acknowledges that to the extent that regulations of any applicable regulatory agency grant it the right to receive brokerage confirmation of security transactions, the Issuer waives receipt of such confirmations. The Trustee shall furnish to the Issuer periodic statements of account which include detail of all investment transactions made by the Trustee.

(H) The Issuer covenants that 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 and (unless valuation is undertaken at least annually) investments in the Reserve Account shall be valued at their present value (within the meaning of section 148 of the Code).

Section 6.2. Allocation of Income and Losses and Valuation.

(A) The interest and income received with respect to the investments in any Fund or account held by the Trustee hereunder, and any profit or loss resulting from the sale of any such investments, shall be deposited and credited upon receipt, or charged, as follows:

(1) All loss resulting from the sale of any investments in any specified Fund or account shall be charged to such Fund or such account, and all earnings received from the investment of money in any Fund or account shall be credited to such Fund or account as described in Article 5;

(2) All interest, income and profit from all Funds and accounts other than the Rebate Fund shall be deposited and credited as specified in Article 5; and

(3) All interest, income and profit received from the investment of money in the Rebate Fund shall be deposited and credited, upon receipt, to the Rebate Fund.

(B) Neither the Issuer nor the Trustee shall be accountable for any depreciation in the value of the investments or any losses incurred upon any authorized disposition thereof.

Section 6.3. Rebate Fund.

(A) The Rebate Fund shall be for the payment of any rebates to the United States required to be made pursuant to Section 148(f) of the Code.

(B) The Trustee shall maintain records of investment transactions of the gross proceeds of the Bonds held in all Funds and accounts established herein on an investment by investment basis and shall make such records available to the Issuer upon its request. The Issuer shall cause the Rebateable Amount to be calculated as of each Installment Computation Date and as of the Final Computation Date.

(C) The Issuer shall be responsible for the calculation and paying of all rebates due under Section 148 of the Code. Except as provided in this Section 6.3(C), the Trustee shall not be obligated to calculate or pay rebates. The obligation of the Trustee under this Section 6.3(C) is limited to giving notice to the Issuer on a best efforts basis, keeping records, investing money and depositing and disbursing money in the Rebate Fund in accordance with instructions from the Issuer and this Section 6.3.

(D) The Issuer shall cause the rebate calculations to be completed and filed with the Trustee not later than forty-five (45) days after each Installment Computation Date, or forty-five (45) days after the Final Computation Date.

(E) Not later than three (3) Business Days after the rebate calculations are filed with the Trustee, the Issuer shall transfer to the Trustee for deposit in the Rebate Fund an amount such that the balance in the Rebate Fund together with the earnings pursuant to Section 6.1(D) will be at least equal to the Rebateable Amount.

(F) Not later than fifty-five (55) days after each Installment Computation Date, or fifty-five (55) days after the Final Computation Date, the Issuer shall cause to be paid to the United States any amount which is required to be paid under Section 148(f)(3) of the Code. Each payment shall be mailed to the Internal Revenue Service and shall be accompanied by a copy of I.R.S. Form 8038-T prepared by the Issuer. The Trustee shall, at the written direction of the Issuer, disburse money from the Rebate Fund to the United States for such payments.

(G) Money in the Rebate Fund shall be invested by the Trustee at the discretion of the Issuer as provided by the preceding Section 6.1(D).

(H) No earlier than 120 and no later than 90 days prior to each Installment Computation Date and the Final Computation Date, the Trustee shall notify the Issuer of the action which is required by the foregoing subsections. No earlier than 45, and no later than 30, days prior to the date on which the rebate calculations must be completed under the preceding Section 6.3(D), the Trustee shall use its best efforts to notify the Issuer of the action required by the preceding Section 6.3(D). No notice need be given if the required action already has been taken by the Issuer.

(I) In addition to the records required by the preceding Section 6.3(B), the Trustee shall maintain such records of investments, deposits and disbursements in the Funds as the Issuer may specifically instruct the Trustee and which are available or provided to it to comply with the provisions of Section 148 of the Code and this Section 6.3.

(J) If the calculation of the Rebateable Amount under Section 6.3(B) indicates that the balance in the Rebate Fund exceeds the Rebateable Amount as of the date on which a payment is made to the United States pursuant to Section 6.3(F), then the Trustee shall, if directed in writing by the Issuer, transfer all or any portion of such excess to the Principal and Interest Account.

(K) The intent of this Section 6.3 is to require funding of the Rebate Fund so that money in that account will be available to pay rebates when they are required to be paid under Section 148 of the Code. Notwithstanding anything stated to the contrary in this Indenture, the Issuer and the Trustee may amend this Section 6.3, without consent of the Bondholders, in any manner consistent with the intent of this Section 6.3, if the Issuer provides the Trustee with an opinion of Bond Counsel to the effect that:

(1) this Section 6.3, as amended, states in reasonable detail the procedures with which the Issuer must comply under the applicable provisions of the regulations and rulings under Section 148 of the Code which are then in effect, and requires the Trustee to notify the Issuer in advance of the date on which action is required to comply with Section 148(f) of the Code; and

(2) the amendment will not cause interest on the Bonds to become includable in gross income for federal income tax purposes; and

(3) the amendment is consistent with the stated intent of this Section 6.3 prior to its amendment.

Section 6.4. Segregation of Money. All money paid to the Trustee pursuant to this Indenture for deposit and all investments purchased with money so deposited shall at all times be

kept segregated and set apart from all other funds of the Issuer and the Trustee, and shall be held in trust by the Trustee.

ARTICLE 7

ISSUER COVENANTS AND REPRESENTATIONS

Section 7.1. Performance of and Authority for Covenants.

(A) The Issuer covenants and represents that it will faithfully perform at all times any and all covenants, undertakings, stipulations and provisions contained in this Indenture, in any and every Bond executed, authenticated and delivered hereunder and in all proceedings of its Board pertaining thereto; that it is duly authorized under the constitution and laws of the State, including particularly and without limitation the Act, to issue the Bonds and to pledge and grant the liens and security interests granted to the Trustee pursuant to this Indenture; that all action on its part for the issuance of the Bonds and for the execution and delivery thereof will be duly and effectively taken; and that such Bonds in the hands of the Owners thereof will be valid and enforceable special obligations of the Issuer according to the terms thereof.

(B) The Issuer acknowledges and agrees that all covenants contained in this Indenture are with and for the benefit of all Owners and can be enforced by the Trustee, in its discretion or at the direction of the Owners as provided herein, or by the Owners, in accordance with the provisions of this Article 7.

Section 7.2. Debt Service Coverage Ratios.

(A) The Issuer shall establish and collect rents and revenues in connection with the Project sufficient to produce, in each Fiscal Year commencing with the Fiscal Year ending September 30, 2026, an amount not less than the Coverage Ratio Requirement for the Bonds Outstanding. The Issuer shall deliver to the Trustee on or before November 1 of each year, except as permitted below, commencing April 1, 2027, the Accountant's Certificate stating the actual Coverage Ratio achieved during the Fiscal Year ended on the September 30 immediately preceding each November 1 and stating whether or not the Issuer has met the Coverage Ratio Requirement.

(B) The failure of the Issuer to achieve the Coverage Ratio Requirement during a Fiscal Year shall not constitute a default. However, if the Accountant's Certificate shows the actual Coverage Ratio for the immediately preceding Fiscal Year was less than 1.00 to 1, the Issuer shall within 30 days after receipt of the Accountant's Certificate, employ a Housing Consultant to review and analyze the Issuer's operation of the Project. Within 90 days after its appointment, the Housing Consultant shall make written recommendations as to revisions of methods of operation to the Issuer and Trustee. The Issuer agrees to follow such recommendations to the fullest extent possible and within 90 days after its receipt of the Housing Consultant's recommendation shall provide written certification to the Trustee of the steps it has taken to comply with the Housing consultant's recommendation. The Trustee shall have no duty or obligation to monitor the Issuer's compliance with the Housing Consultant's recommendations and shall have no duty to verify the information contained in any such certification by the Issuer. If the Issuer is unable to comply with the recommendations of the Housing Consultant, the Issuer shall include in its certification an explanation of the reason for the non-compliance. The Issuer shall employ a Housing Consultant in accordance with the terms of this Section 7.2 for each year in which the actual Coverage Ratio was less than 1.00 to 1.

(C) The Trustee shall notify the Issuer in writing of any withdrawals of moneys from the Reserve Account of the Bond Fund within three (3) Business Days of such withdrawal. The Issuer shall comply with its Undertaking to provide notification of any withdrawal from the Reserve Account. In addition, within ten Business Days after the Issuer receives notice of such withdrawal, the Issuer shall undertake a review of rents then charged for the purpose of determining such adjustments to rents as shall be necessary to thereafter generate sufficient Net Revenues to allow the Issuer to make payments of principal of and interest on the Bonds as due and also replenish the amount or amounts withdrawn from the Reserve Account of the Bond Fund in addition to providing sufficient Revenues to fund the Operation and Maintenance Costs of the Project. The rent review required shall be completed within forty-five days from the date of such withdrawal of moneys from the Reserve Account. The Issuer shall implement any rent adjustments suggested by such review as may be permitted by Local Laws within ninety days from the date moneys were withdrawn from the Reserve Account for such purposes.

Section 7.3. Condemnation Awards and Insurance Proceeds.

(A) If Insurance Proceeds or a Condemnation Award is paid, the Issuer shall forthwith notify the Trustee of such fact and of the amount of Insurance Proceeds or Condemnation Award received by the Issuer and inform the Trustee of its decision whether to restore or not to restore the Project.

(B) Money in the amount of such Condemnation Award or Insurance Proceeds shall be held by the Trustee, or by the Issuer in trust for a period not exceeding 120 days, for the purposes set forth in Section 7.3(C) or Section 7.3(D) and thereafter paid to the Trustee.

(C) If the damage to or condemnation of the Project is less than \$100,000, the Issuer shall forthwith commence restoration of the affected Project. If the damage to or condemnation of the Project equals or exceeds \$100,000, the Issuer shall conduct a study, which shall include a determination as to whether, if the Project is restored, the Issuer can maintain the Coverage Ratio Requirement. If following such study (such study to be made within 120 days after initial receipt of such Condemnation Award or Insurance Proceeds by the Issuer), the Issuer determines to restore the Project, such Condemnation Award or Insurance Proceeds shall be transferred to the Trustee for deposit in the Project Fund and disbursed to the Issuer exclusively for such purpose. The Trustee shall disburse such funds upon receipt of a Disbursement Certificate to pay the costs of the reconstruction of the Project.

(D) If the Issuer determines not to restore the Project (the Issuer shall make such determination only if, in the opinion of the Issuer, the Condemnation Award or the Insurance Proceeds will not be sufficient to restore the affected Project or restoration could not be completed within twelve months or the restoration and repair of the Project would not be economically practical or desirable), such Condemnation Award or Insurance Proceeds (and, if necessary to accomplish redemption of the Bonds as a whole, other money legally available therefor) shall be immediately transferred by the Issuer to the Trustee for deposit in the Principal and Interest Account in the Bond Fund and applied to the redemption of the Bonds, as a whole or in part, in accordance with Section 3.1(C)(1). Additionally, the Issuer shall also transfer to the Trustee any portion of Insurance Proceeds or a Condemnation Award which is in excess of that which is needed to restore the Project, and the Trustee shall deposit such amount in the Principal and Interest Account in the Bond Fund and apply such amount to the redemption of Bonds pursuant to Section 3.1(C)(1).

Section 7.4. Occupancy Restrictions Pursuant to the Act. Throughout the Qualified Project Period, the Issuer hereby elects to comply with the occupancy restrictions applicable to the Project pursuant to Section 34312.3(c) of the Act through the application of Section 34312.3(c)(6) whereby the aggregate number of those units assisted by the Issuer pursuant to Section 34312.3 of the Act shall comply with the provisions of Section 34312.3 of the Act.

The Issuer hereby represents, warrants and covenants that 20% of the housing units assisted by the Issuer pursuant to Section 34312.3 of the Act, shall be available on a priority basis to, or occupied by, households whose Adjusted Income does not exceed the applicable limits prescribed by Section 34312.3(c) of the Act. The Issuer shall complete and maintain complete and accurate records pertaining to the housing units assisted by the Issuer pursuant to Section 34312.3 of the Act and shall certify to the Trustee when requested, that 20% of the units assisted by the Issuer comply with the provisions of Section 34312.3(c) of the Act.

Section 7.5. Lien of Indenture. Except for Permitted Encumbrances, the Issuer will not create or suffer to be created a lien against the Trust Estate that is equal to or superior to the lien created hereby; provided, however, nothing contained in this Indenture shall prohibit the Issuer from issuing other obligations, the payment of which is secured by money or amounts derived from Net Revenues on a basis subordinate to the lien created herein.

Section 7.6. Tax-Exempt Status of Bonds.

(A) The Issuer covenants and agrees not to use or permit the use of any of the proceeds of the Bonds in such manner, and not to take or omit to take any other action in such manner, as will impair the exclusion of interest on the Bonds from gross income for federal income tax purposes. The Issuer further covenants and agrees to comply with applicable arbitrage rebate requirements under Section 148 of the Code with respect to all tax exempt Bonds, and to provide to the Trustee written directions pursuant to Section 6.1 for the investment of funds held by the Trustee hereunder.

(B) The Issuer shall not take, nor permit nor suffer to be taken by the Trustee or otherwise, any action with respect to the Gross Proceeds of the Bonds which if such action had been reasonably expected to have been taken, or had been deliberately and intentionally taken, on the date of the issuance of the Bonds would have caused the Bonds to be "arbitrage bonds" within the meaning of section 148(a) of the Code and the Regulations promulgated thereunder.

(C) The Issuer shall take no action nor permit nor suffer any action to be taken 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.

(D) The Issuer shall assure that the proceeds of the Bonds are not so used as to cause the Bonds to satisfy the private business tests of section 141(b) of the Code or the private loan financing test of section 141(c) of the Code. The Issuer will assure that the Project is only rented to and used by "natural persons" within the meaning of section 141(b)(6)(B) of the Code and that such natural persons do not carry on a trade or business (within the meaning of section 141(b)(6) of the Code) in connection with their use of the Project.

(E) The Issuer shall not use or knowingly permit the use of any proceeds of Bonds or any other funds of the Issuer, directly or indirectly, in any manner, and shall not take or permit to be taken any other action or actions, which would result in any of the Bonds being treated as an obligation not described in section 103 of the Code.

Section 7.7. Use of Available Revenues. To the extent Net Revenues are insufficient to pay principal of and interest on the Bonds when due or to make payments when due to the Reserve Account, the Issuer will use all of its Available Revenues to make all or a portion of such payments.

Section 7.8. Environmental Representations. To the best of Issuer's knowledge after due inquiry and except as may be specified to the contrary in the Phase I Audits, there has been no release or spill of Hazardous Substances on or from the Project; nor have any Hazardous Substances migrated onto the Project; nor have any Hazardous Substances been used on the Project in any manner which violates Environmental Laws or any other applicable laws or regulations.

Section 7.9. Compliance with Environmental Laws. The Issuer shall use its best efforts to cause the Project and the operations conducted at the Project to comply with all orders of any governmental authorities having jurisdiction under any Environmental Laws and shall use its best efforts to obtain, keep in effect and comply with all governmental permits and authorizations required by Environmental Laws with respect to the Project or any operations at the Project. The Issuer shall obtain a Phase I Audit with respect to the Project prior to its acquisition thereof.

Section 7.10. Preventive, Investigatory and Remedial Action. The Issuer, at the Issuer's expense, shall undertake any and all preventive, investigatory or remedial action (including, but not limited to, emergency response, removal, containment and other remedial action) recommended by the Phase I Audits or otherwise required by any governmental authority having jurisdiction under Environmental Laws. In the event the Issuer fails to perform any of its obligations under Section 6.9, the Trustee may (but shall not be required to) perform such obligations at the Issuer's expense. All costs and expenses incurred by the Trustee under this Section 6.10 and otherwise under this Indenture shall be reimbursed by the Issuer to the Trustee upon demand. The Trustee and the Issuer intend that Trustee shall have full recourse to the Issuer (to be paid from any Net Revenues or Available Revenues) for any sum at any time due to Trustee under this Indenture. In performing any such obligations of the Issuer, Trustee shall at all times be deemed to be the agent of the Issuer and shall not by reason of such performance be deemed to be assuming any responsibility of the Issuer under any Environmental Law or to any third party. The Issuer hereby irrevocably appoints the Trustee its attorney-in-fact to perform such obligations, with full power to perform such of the Issuer's obligations under Section 7.8 through Section 7.12 as the Trustee deems necessary and appropriate in its discretion, provided that such appointment is exercisable only in the event of the Issuer's failure to comply with Section 7.8 through Section 7.12 hereof. Notwithstanding anything to the contrary contained herein, the Trustee shall not be obligated to take any action under this Section 7.10 in performance of any obligations of the Issuer under Section 7.8 through 7.12 hereof unless and until the Trustee is furnished with security and indemnity satisfactory to it, in its sole discretion, against the fees, costs, expenses and liabilities to be incurred therein or thereby, including without limitation fees and expenses of its counsel.

Section 7.11. Environmental Audits. If any governmental authority having jurisdiction under the Environmental Laws at any time notifies the Trustee that such governmental authority has reason to believe that the Issuer is not complying with all applicable Environmental Laws or the requirements of this Indenture or, if the Trustee is notified by such a governmental authority that a material spill, release, or disposal of Hazardous Substances at the Project has occurred after the date of this Indenture, or if the Trustee has actual knowledge of such a release and has not received adequate assurances from the Issuer that such release is being addressed, the

Trustee may require that the Issuer furnish the Trustee, at the Issuer's expense, with an environmental audit or site assessment with respect to the matters of concern to the Trustee. Such audit or assessment shall be performed by a qualified consultant acceptable to the Trustee, and such audit or assessment shall be required to be acceptable to the Trustee. For purposes of this Section 7.11, notice to the Trustee shall not be effective and the Trustee shall not be deemed to have actual knowledge of any matter unless notice shall be in writing and actually received by the Trustee at its address specified pursuant to Section 12.4.

Section 7.12. Maintenance of the Project. The Issuer covenants to maintain the Project in good condition and repair at all times and in such condition as will not impair its operating unity or character, and shall not commit or suffer any waste with respect thereto.

Section 7.13. Compliance With Laws. The Issuer covenants to use its best efforts to comply with all laws, regulations, rules and ordinances affecting the Project and the use and occupancy thereof, and shall pay all fees and charges with respect thereto, and all fees and charges for utilities or other services to the Project.

Section 7.14. Business-like Operation. The Issuer covenants to charge rents, manage, operate and maintain the Project in a business-like manner which will allow the Issuer to meet in a timely manner all of its financial and other duties, obligations and commitments hereunder. However, the Issuer shall not in any event be obligated to charge market rents unless it is necessary to charge market rents to comply with the Coverage Ratio Requirement.

Section 7.15. Sale or Disposition of Project.

(A) Except as specified to the contrary in Article 4, for so long as any Bonds are Outstanding, the Issuer may sell or dispose of the Project only as specified in Section 7.15(B).

(B) Except as specified to the contrary in paragraphs (A) or (C) of this Section, the Issuer may not sell, lease (except to residential tenants) or otherwise dispose of the Project prior to payment in full of all Outstanding Bonds, unless the Issuer shall have complied with the following:

(1) The Issuer shall have provided to the Trustee an Opinion of Bond Counsel to the effect that any such sale, lease or other disposition and the use of Net Sales Proceeds to redeem Bonds (as provided below) will not cause interest on the Bonds to be includable in the gross income for federal income tax purposes of the Owners thereof

(2) With respect to any sale of the Project, the Issuer shall close any such sale in escrow and shall provide escrow instructions (with a copy to the Trustee) directing that the Net Sales Proceeds of such sale be deposited with the Trustee to be held in the Principal & Interest Account and applied to optionally redeem a portion of the Bonds as the Issuer may direct on the earliest date an optional redemption of any portion of the Bonds may occur (provided that Net Sales Proceeds resulting from the sale or transfer of the Project financed with the proceeds of tax-exempt Bonds shall be used to redeem tax exempt Bonds unless the Issuer and the Trustee shall receive an Opinion of Bond Counsel stating that the use of such amounts to redeem Bonds which are not tax exempt will not adversely affect the exclusion from gross income for federal income tax purposes of interest on all Bonds which are tax exempt). Any such redemption shall be made only in Authorized Denominations.

(3) The Issuer shall have provided the Trustee a certificate from an Authorized Representative of the Issuer the effect that the Issuer has reasonably estimated that upon such sale and release of lien, a Coverage Ratio for the Outstanding Bonds of at least 1.10 to 1 will continue to be met upon such sale and release of lien and related Net Revenues, after taking into account any optional redemption of Bonds with such Net Sales Proceeds.

Section 7.16. Insurance.

(A) So long as any Bonds remain Outstanding, the Issuer shall carry or cause to be carried insurance with one or more responsible casualty and liability insurers, including the Housing Authorities Risk Retention Pool for so long as such Risk Retention Pool is approved to provide self-insurance for housing authorities by the U.S. Department of Housing and Urban Development or its successors or assigns, against the following risks in at least the following amounts and shall on each Bond Issuance Date and at least annually, on or before November 1 of each year, commencing November 1, 2026, deliver to the Trustee a certificate of an authorized representative of the Issuer stating that the insurance described below in this Section 7.16(A) is being maintained:

(1) insurance against loss or damage by fire and lightning, upon a repair or replacement basis if available, and otherwise to the full insurable value of the Project (less land) but in no event less than the outstanding principal amount of the Outstanding Bonds, with deductible provisions not to exceed \$25,000 for any one casualty, and with uniform standard extended coverage endorsement limited only as may be provided in the standard form of extended coverage endorsement at the time in use in the State;

(2) business interruption or use and occupancy insurance on the Project in an amount equal to twelve months budgeted Revenues.

(3) a comprehensive general public liability insurance policy or policies against all direct or contingent loss or liability for damage to property, personal injury or death occasioned by reasons of the operation, control or construction at the Project, with a maximum single limit liability of not less than \$1,000,000 for personal injury or death arising from a single accident or event, and \$1,000,000 for a single occurrence of property damage.

(B) The Trustee shall be named as an additional insured and mortgagee and loan loss payee with respect to such insurance, as appropriate. The Trustee shall not be required to maintain any policies of insurance.

Section 7.17. Annual Budget. The Issuer shall cause an Annual Budget of all anticipated Revenues and Operation and Maintenance Costs with respect to the Project to be completed by July 31 of each year for the Fiscal Year commencing on the following October 1. Such Annual Budget shall show the income available for debt service (rents payable by tenants, investment earnings and other miscellaneous income of the Project) after payment of all Operation and Maintenance Costs of the Project. Commencing with the Annual Budget for the Fiscal Year beginning October 1, 2025, the Issuer shall deliver two copies of the Annual Budget promptly upon its completion to the Trustee who shall send one copy to the Underwriter at an address on file with the Trustee. The Trustee shall have no obligation to approve, verify or monitor compliance by the Issuer with the Annual Budget and shall have no responsibility whatsoever with respect to the Annual Budget other than to send a copy to the Underwriter and to act as custodian of the second copy thereof following delivery by the Issuer.

Section 7.18. Annual Financial Statements. The Issuer shall cause to be prepared annual financial statements (including the Accountant's Certificate with respect to the Project), shall cause such statements to be audited by a firm of independent certified public accountants and shall promptly thereafter file such audited financial statements with the Trustee and to those depositories and other Persons as required by its Undertaking. Such audited financial statements shall be provided to the Trustee on or before 180 days after the end of each Fiscal Year (or, if not available within 180 days and the Issuer has so notified the Trustee, then as soon thereafter as possible, but in all events within 270 days after the end of each Fiscal Year), commencing with the Fiscal year ending September 30, 2025. The Trustee shall provide, upon written request, to any Beneficial Owner of the Bonds, and to the Underwriter or any other underwriter a copy of such audited financial statements but shall have no other duty to examine or otherwise act with respect to such audited financial statements.

Section 7.19. Issuer Continuing Disclosure. The Issuer agrees to provide continuing disclosure pursuant to the Undertaking. Notwithstanding any other provision of this Indenture, failure of the Issuer to comply with the Undertaking or Rule 15c2-12 of the Securities and Exchange Commission shall not be considered an Event of Default.

Section 7.20. Qualified Small Issue. [The Issuer hereby designates the Bonds for purposes of paragraph (3) of section 265(b) of the Code and represents that not more than \$10,000,000 aggregate principal amount of obligations the interest on which is excludable (under section 103(a) of the Code) from gross income for federal income tax purposes (excluding (i) private activity bonds, as defined in section 141 of the Code, except qualified 501(c)(3) bonds, as defined in section 145 of the Code and (ii) current refunding obligations to the extent the amount of the refunding obligation does not exceed the outstanding amount of the refunded obligation), including the Bonds, has been or will be issued by the Issuer, including all subordinate entities of the Issuer, during the calendar year 2025.] **[CONFIRM WHETHER THE ISSUE WILL BE BANK QUALIFIED]**

ARTICLE 8

EVENTS OF DEFAULT AND REMEDIES OF BONDOWNERS

Section 8.1. Events of Default and Special Mandatory Redemption Events.

(A) The following events shall be Events of Default or Special Mandatory Redemption Events:

(1) default in the due and punctual payment of the principal of or interest on any Bond when and as the same shall become due and payable, whether at maturity as expressed therein, by proceedings for redemption (including Special Mandatory Redemption), by acceleration, or otherwise;

(2) failure by the Issuer to observe any of the other covenants, agreements or conditions on its part contained in this Indenture or the Bonds, if such failure shall have continued for a period of 60 days after written notice thereof, specifying such failure and requiring the same to be remedied, shall have been given to the Issuer by the Trustee, or to the Issuer and the Trustee by the Owners of not less than a majority of the Bond Obligation at the time Outstanding. However, the failure described in this sub-paragraph (A)(2) shall not be a Special Mandatory Redemption Event as long as the Issuer has commenced to remedy the failure within sixty (60) days after receipt of written notice of the failure and is diligently proceeding to remedy such failure and provides the Trustee with monthly reports specifying its efforts to remedy such failure; or

(3) receipt by the Trustee of written notice of the filing by the Issuer of a petition seeking relief under federal bankruptcy laws or any other comparable law or statute of the United States of America or the State, which petition has remained unstayed for 45 days or has not been dismissed within 45 days. The Issuer shall notify the Trustee immediately upon the filing of any such petition.

(B) The event described in the preceding paragraph (1) of this Section 8.1(A) shall be an Event of Default. The events described in the preceding paragraphs (2) and (3) of Section 8.1(A) shall be Special Mandatory Redemption Events.

Section 8.2. Acceleration of Maturity and Special Mandatory Redemption.

(A) The Trustee shall give or cause to be given notice of any Event of Default or Special Mandatory Redemption Event (in the later case at the end of the time periods set forth in Section 8.1(A)(2) and (3)) by first-class mail to the Issuer and to the Owners of the Bonds at their addresses appearing on the Bond Register.

(B) Upon the occurrence of an Event of Default, the Trustee may, and shall, upon the direction of the Owners of the majority of the Bond Obligation then Outstanding, upon notice in writing to the Issuer, declare the principal of all of the Bonds then Outstanding and the interest accrued thereon to be due and payable immediately and upon any such declaration, the same shall become and shall be immediately due and payable, anything contained in the Indenture or in the Bonds to the contrary notwithstanding. Upon the occurrence of a Special Mandatory Redemption Event, the Trustee may, and shall, upon the direction of the Owners of the majority

of the Bond Obligation then Outstanding, cause all then Outstanding Bonds to be subject to Special Mandatory Redemption pursuant to the terms of Section 3.1(C).

(C) The Trustee shall give notice of any Declaration of Acceleration or Special Mandatory Redemption by first-class mail to the Issuer and to the Owners of the Bonds at their addresses appearing on the Bond Register. Notice of such Declaration of Acceleration or Special Mandatory Redemption having been given, anything to the contrary contained in this Indenture or in the Bonds notwithstanding, interest shall cease to accrue on the Bonds from and after the date established for payment of the Bonds pursuant to the Declaration of Acceleration or Special Mandatory Redemption if money to make such payment is on hand with the Trustee on that date; provided, however, interest shall continue to accrue on the Bonds if sufficient money is not on hand with the Trustee on that date for payment in full of the Bonds.

Section 8.3. Remedies Upon Default.

(A) Upon the occurrence and continuance of an Event of Default, then and in every such case the Trustee in its discretion may, and upon the written direction of the Owners of not less than a majority of the Bond Obligation then Outstanding and receipt of indemnity against anticipated expenses and liability to its satisfaction (which indemnity is a condition precedent to its duties under this Section 8.3), shall, in its own name and as the Trustee of an express trust:

(1) by mandamus, or other suit, action or proceeding at law or in equity, enforce all rights of the Owners and require the Issuer to carry out any agreements with or for the benefit of the Bondowners and to perform its duties under the Act and this Indenture, provided that any such remedy may be taken only to the extent permitted under the applicable provisions of this Indenture;

(2) bring suit upon the Bonds;

(3) by action or suit in equity require the Issuer to account as if it were the trustee of an express trust for the Owners of the Bonds; or

(4) by action or suit in equity enjoin any acts or things which may be unlawful or in violation of the rights of the Owners of the Bonds

(B) Upon instituting any such proceeding, the Trustee shall be entitled, as a matter of right, to the appointment of a receiver of the Revenues and other assets pledged under this Indenture, pending such proceeding. The Trustee shall have the right to decline to follow any direction of Bondowners that in the sole discretion of the Trustee would be unjustly prejudicial to Bondowners not parties to such direction or that is not in accordance with law or the provisions of this Indenture, and shall not be otherwise responsible for the propriety of or liable for the consequences of following such a direction given by the Owners of a Majority of the Bond Obligation then Outstanding.

Section 8.4. Application of Revenues and Other Funds After Default. If an Event of Default described in Section 8.1(A)(1) shall occur and be continuing, all Revenues and any other funds then held or thereafter received by the Trustee under any of the provisions of this Indenture (except for the Rebate Fund) shall be applied by the Trustee as follows and in the following order:

(A) To the payment of any expenses necessary in the opinion of the Trustee to protect the interests of the Owners of the Bonds (including without limitation reasonable fees and

disbursements of its counsel) incurred in and about the performance of its powers and duties under this Indenture;

(B) To the payment of the principal of and interest then due on the Bonds subject to the provisions of this Indenture.

If the amount available shall not be sufficient to pay in full the whole amount so due and unpaid, then to the payment thereof ratably, without preference or priority of principal over interest, or of interest over principal, or of any installment of interest over any other installment of interest, or of any Bond over any other Bond, according to the amounts due respectively for principal and interest, to the Persons entitled thereto without any discrimination or preference; and

(C) To the payment of the fees and expenses of the Trustee not described in the preceding Section 8.4(A); and

(D) To the Issuer.

Section 8.5. Trustee to Represent Bondowners. The Trustee is irrevocably appointed (and the successive respective Owners of the Bonds, by taking and holding the same, shall be conclusively deemed to have so appointed the Trustee) as trustee for and true and lawful attorney-in-fact of the Owners of the Bonds for the purpose of exercising and prosecuting on their behalf such rights and remedies as may be available to such Owners under the provisions of the Bonds, this Indenture and applicable provisions of any law. All rights of action under this Indenture or the Bonds or otherwise may be prosecuted and enforced by the Trustee without the possession of any of the Bonds or the production thereof in any proceeding relating thereto, and any such suit, action or proceeding instituted by the Trustee shall be brought in the name of the Trustee for the benefit and protection of all Owners of Bonds, subject to the provisions of this Indenture.

Section 8.6. Bondowners' Direction of Proceedings. No Owner of any Bond shall have the right to institute any proceeding, judicial or otherwise, for the enforcement of the covenants contained herein, without the written concurrence of the Owners of not less than a majority of the Bond Obligation at the time Outstanding; but the Owners of this principal amount of Bonds may, either at law or in equity, by suit, action, mandamus, application for appointment of a receiver or other proceeding, protect and enforce the rights of all Owners of Bonds, and may enforce the performance of all covenants and duties of the Issuer and its officials as set forth in this Indenture, including but not limited to the collection and proper segregation and application of all Revenues. Nothing herein shall be construed as limiting or otherwise modifying the rights of the Owners and the Trustee under the Indenture, nor shall anything herein impair the absolute and unconditional right of the Owner of each Bond to receive payment of the principal thereof and interest thereon at the times provided in such Bond and in this Indenture, and to institute suit for the enforcement of any such payment. Before the Owners may take any action hereunder, the Trustee may require that it be furnished an indemnity bond satisfactory to it 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 the negligence or willful misconduct of the Trustee), by reason of any action so taken by the Owners.

Section 8.7. Limitation on Bondowners' Right to Sue.

(A) No action may be taken under the preceding Section 8.6, unless (1) the Owner shall have given to the Trustee written notice of the occurrence of an Event of Default; (2) the Owners of not less than a majority of the Bond Obligation then Outstanding shall have made

written request upon the Trustee to exercise the powers granted under this Indenture or to institute such suit, action or proceeding in their names; (3) such Owner or Owners shall have tendered to the Trustee reasonable indemnity satisfactory to it against the costs, expenses and liabilities other than any resulting from the Trustee's negligence or willful misconduct to be incurred in compliance with such request; and (4) the Trustee shall have refused or failed to comply with such request for a period of 60 days after such written request shall have been received by, and such tender of reasonable indemnity shall have been made to, the Trustee.

(B) Such notification, request, tender of indemnity and refusal or failure are hereby declared, in every case, to be conditions precedent to the exercise by any Owner of Bonds of any remedy hereunder or under law; it being understood and intended that no one or more Bondowners shall have any right in any manner whatever by his or their action to affect, disturb or prejudice the security of this Indenture or the rights of any other Bondowners, or to enforce any right under this Indenture or applicable law with respect to the Bonds, except in the manner provided herein, and that all proceedings at law or in equity to enforce any such right shall be instituted, had and maintained in the manner provided herein, and for the benefit and protection of all Owners of Outstanding Bonds, subject to the provisions of this Indenture.

Section 8.8. Absolute Obligation of Issuer. Nothing in Section 8.7 or in any other provision of this Indenture, or in the Bonds, shall affect or impair the obligation of the Issuer, which is absolute and unconditional, to pay the principal of and interest on the Bonds to the respective Owners of the Bonds at the times stated therein but solely out of the Revenues and other funds and assets legally available therefor pursuant to this Indenture, or affect or impair the rights of such Owners, which are also absolute and unconditional, to enforce such payment as provided in this Indenture.

Section 8.9. Termination of Proceedings. In case any proceedings taken by the Trustee or any one or more Owners on account of any Event of Default shall have been discontinued or abandoned for any reason or shall have been determined adversely to the Trustee or the Owners, then in every such case the Issuer, the Trustee and the Owners, subject to any determination in such proceedings, shall be restored to their former positions and rights hereunder, severally and respectively, and all rights, remedies, powers and duties of the Issuer, the Trustee and the Owners shall continue as though no such proceedings had been taken.

Section 8.10. Remedies Not Exclusive. Except with respect to the limitations on Owners' rights to sue set forth in Section 8.7, no remedy herein conferred upon or reserved to the Trustee or the Owners of the Bonds is intended to be exclusive of any other remedy or remedies, and each and every such remedy to the extent permitted by law, shall be cumulative and in addition to any other remedy given hereunder or now or hereafter existing at law or in equity or otherwise.

Section 8.11. No Waiver of Default. No delay or omission of the Trustee or of any Owner of the Bonds to exercise any right or power arising upon the occurrence of any default shall impair any such right or power or shall be construed to be a waiver of any such default or an acquiescence therein, and every power and remedy given by this Indenture to the Trustee or to the Owners may be exercised from time to time and as often as may be deemed expedient.

ARTICLE 9

CONCERNING THE TRUSTEE

Section 9.1. Acceptance of Trust.

(A) The Trustee, as evidenced by its due execution of this Indenture, hereby accepts the Trust Estate, in trust, and agrees to keep, perform and observe faithfully all of the covenants, conditions and requirements imposed upon it in this Indenture and in the Bonds.

(B) The Trustee shall be required to take notice and shall be deemed to have notice of an Event of Default or Special Mandatory Redemption Event under the preceding Section 8.1. All notices or other instruments required by this Indenture to be delivered to the Trustee, to be effective, must be delivered at the Principal Office of the Trustee in San Francisco or at such other office as the Trustee may provide by written notice.

(C) The Trustee shall not be liable with respect to any action taken or omitted to be taken hereunder except for its own negligent actions or failures to act or its own willful misconduct; provided, that:

(1) The duties and obligations of the Trustee shall be determined solely by the express provisions of this Indenture; the Trustee shall be obligated to take only such actions as are specifically set forth herein or as are specifically required to be taken by the Trustee when requested from time to time by the Owners of not less than the Bond Obligation then Outstanding specified herein with respect to the action in question; and

(2) In the absence of bad faith on the part of the Trustee, the Trustee may conclusively rely on the statements and on the correctness of the opinions expressed therein, upon any certificate or opinion furnished to the Trustee conforming to the procedural requirements of this Indenture; but in the case of any such certificate or opinion which by any provision is specifically required to be furnished to the Trustee, the Trustee shall be under a duty to examine the same to determine whether or not it conforms to the procedural requirements of this Indenture; and

(3) The Trustee shall not be liable for any error of judgment made in good faith by the Trustee unless it shall be proved that the Trustee was negligent in ascertaining the pertinent facts; and

(4) 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 Owners of not less than a majority of the Bond Obligation then Outstanding or in accordance with the express provisions of this Indenture.

Section 9.2. [Reserved]

Section 9.3. Trustee May Rely Upon Certain Documents and Opinions. Except as otherwise provided in the preceding Section 9.1:

(A) The Trustee may rely and shall be protected in acting, or omitting to act, upon any resolution, certificate, statement, instrument, opinion, report, notice, request, consent, order, bond

or other paper or document believed by it to be genuine and to have been signed or presented by the proper party or parties and the Trustee shall not be required to inquire as to the correctness of any documents.

(B) Any request, direction, election, order, certification or demand of the Issuer shall be sufficiently evidenced by an instrument signed by an Authorized Representative of the Issuer (unless specifically prescribed otherwise in this Indenture), and any resolution of the Issuer may be evidenced to the Trustee by a certified resolution.

(C) The Trustee may consult with Counsel or Bond Counsel, and the legal advice or opinion of Counsel or Bond Counsel shall be full and complete authorization and protection in respect of any action taken or suffered by the Trustee hereunder in good faith and in accordance with such legal advice or opinion of Counsel or Bond Counsel.

(D) Whenever, in the administration of the trust created by 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 is specifically prescribed herein) may, in the absence of bad faith on the part of the Trustee, be deemed to be conclusively proved and established by a certificate of an Authorized Representative of the Issuer; and, in the absence of bad faith on the part of the Trustee, such certificate shall be full warrant to the Trustee for any action taken or suffered by it under the provisions of this Indenture upon the faith thereof, and the Trustee shall be under no obligation to make any investigation or inquiry as to any matters referred to therein.

(E) The Trustee may construe any provision of this Indenture which may be ambiguous or inconsistent with any other provision hereof, and any such construction made in good faith shall be binding upon the Owners.

(F) The Trustee shall not be bound to recognize any person as the Owner of any Bond unless and until such Bond is submitted to the Trustee for inspection if required and said Owner's title thereto satisfactorily established if disputed.

(G) In accepting the trusts hereby created, the Trustee acts solely as Trustee for the benefit of the Owners and not its individual capacity, and all persons, including, without limitation, the Issuer, shall look only to the funds and accounts held by the Trustee hereunder for the payment or satisfaction thereof except as expressly provided otherwise herein. Under no circumstances shall the Trustee be liable in its individual capacity for the obligations evidenced by the Bonds.

(H) At any and all reasonable times, the Trustee and its duly authorized agents, affiliates, attorneys, experts, engineers, accountants and representatives, shall have the right to, but shall not be required to, inspect the Project, including all books, papers and records of the Issuer pertaining to the Project, and to take such memoranda from and with regard thereto as may be desired.

Section 9.4. Trustee Not Responsible for Indenture Statements.

(A) The Trustee shall not be responsible for any recital or statement herein, in the Bonds or in any official statement or other disclosure document prepared or distributed in connection with the Bonds (except for any information provided by the Trustee for use in any disclosure document) or for the validity of the execution by the Issuer of this Indenture or the

Bonds, or for the validity of the execution of any other or supplemental instrument by the Issuer, or for the validity or sufficiency of the security of the Bonds issued hereunder or intended to be secured hereby, or for the value or title of the Trust Estate. Except as otherwise expressly provided herein, the Trustee shall not be bound to ascertain or inquire as to the performance or observance of any of the terms, conditions, covenants or agreements herein, or of the existence of an Event of Default hereunder, but the Trustee may require of the Issuer full information and advice as to the performance of such covenants, conditions and agreements and of the condition of the physical property included in the Trust Estate.

(B) The Trustee makes no representation or warranty, express or implied, as to the title, value, design, legal requirements, quality, durability, operation, condition, merchantability or fitness for any particular purpose for the use contemplated by the Issuer of the Project. In no event shall the Trustee be liable for incidental, indirect, special or consequential damages in connection with or arising from this Indenture for the existence, furnishing or use of the Project.

Section 9.5. Limits on Duties and Liabilities of Trustee.

(A) The permissive right of the Trustee to do things enumerated in this Indenture shall not be construed as a duty of the Trustee, and the Trustee shall be answerable only for its own negligence or willful misconduct. The Trustee shall not be required to give any bond or surety in respect of the execution of its trusts and powers hereunder or otherwise in respect of the premises.

(B) Nothing contained herein shall be construed to impose any duties upon the Trustee beyond those contained in this Indenture.

Section 9.6. Costs for Maintenance of Suit; Indemnification.

(A) To the extent permitted by law, the Issuer covenants and agrees to indemnify the Trustee and hold it harmless against any loss, liability or expense arising out of or in connection with the performance of its duties hereunder, including without limitation attorney fees and expenses, except that the Trustee shall not be indemnified against any such loss, liability or expense arising out of its negligence or willful misconduct.

(B) Other than with respect to making the payments of principal of and interest on the Bonds when due from the sources described herein, and with respect to the redemption or acceleration of payment of the Bonds, the Trustee shall be under no obligation to institute any suit, to take any proceeding under this Indenture, to enter any appearance or in any way defend in any suit in which it may be defendant, or to take any steps in the execution of the trusts hereby created or in the enforcement of any rights and powers hereunder, until it shall have reasonable grounds for believing that repayment of all costs and expenses, outlays and counsel fees and other reasonable disbursements in connection therewith, and adequate indemnity against all risk and liability (other than any arising out of its negligence or willful misconduct), is reasonably assured to it. However, the Trustee may begin suit, or appear in and defend suit, or do anything else in its judgment proper to be done by it as such Trustee, without assurance of reimbursement or indemnity, and in such case the Trustee shall be reimbursed or indemnified by the Owners for all costs and expenses, liabilities, outlays and counsel fees and other reasonable disbursements properly incurred in connection therewith, unless such liability or disbursement is adjudicated to have resulted from the negligence or willful misconduct of the Trustee. If the Owners shall fail to make such reimbursement or indemnification, the Trustee may reimburse itself from any money

in its possession under the provisions of this Indenture subject to the provisions of Section 8.4(A) hereof.

(C) 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 or in the exercise of any of its rights or powers if it shall have reasonable grounds for believing that repayment of such funds or adequate indemnity against such risk or liability is not reasonably assured to it.

(D) All indemnifications and releases from liability granted to the Trustee hereunder shall extend to its directors, officers, employees, affiliates and agents.

Section 9.7. Intervention in Judicial Proceedings. In any judicial proceeding to which the Issuer is a party and which, in the opinion of the Trustee, has a substantial bearing on the interest of the Owners of the Bonds, the Trustee may intervene on behalf of the Owners, and must do so if requested in writing by the Owners of not less than a majority of the Bond Obligation then Outstanding upon assurance of indemnity and reimbursement for costs, including legal fees, incurred in so intervening. The rights and obligations of the Trustee under this Section 9.7 are subject to the approval of the court having jurisdiction over such proceeding.

Section 9.8. Trustee to Retain Rebate Records. The Trustee shall retain all records relating to the determination and payment of the Rebate Amount to the United States in connection with any tax exempt Bonds for six years after the last Outstanding Bond is retired, or for such shorter period as may be permitted by Section 148 of the Code.

Section 9.9. Reports of Activities. The Trustee hereby covenants and agrees to keep and maintain accurate and complete records of fund balances, any investments thereof and all transactions involving any part of the Trust Estate held by the Trustee pursuant to this Indenture and to furnish monthly reports thereof to the Issuer. The Issuer and its agents shall have the right to inspect all such records at all reasonable times upon prior notice and to make such copies and extracts as they may desire.

Section 9.10. [Reserved].

Section 9.11. Compensation of Trustee. All advances, Counsel fees and other expenses reasonably made or incurred by the Trustee in and about the execution of the trusts hereby created; any and all reasonable compensation to the Trustee for its services in the premises; any and all claims, damages, demands, expenses, liabilities and taxes of any character or nature whatsoever (including but not limited to claims for loss or damage to any property or injury to or death of any person) asserted by or on behalf of any Person arising out of, resulting from, or in any way connected with the Project; and any and all costs and expenses incurred by or on behalf of the Trustee in defending any such claims, damages, demands, liabilities or claims for taxes of any character whatsoever (unless such claims, damages, demands or liabilities are adjudicated to have resulted from the negligence or willful misconduct of the Trustee), shall be paid by the Issuer. The compensation of the Trustee shall not be limited to or by any provision of law in regard to the compensation of trustees of an express trust. If not paid by the Issuer, the Trustee shall have a lien (subject only to the prior lien of the Owners) against all money and other property or security (other than the Rebate Fund) held pursuant to this Indenture, with right of payment therefrom, for (1) the Trustee's reasonable compensation, expenses, advances and counsel fees and expenses incurred on and about the execution of the trusts created hereby and the exercise and performance of the powers and duties of the Trustee hereunder; and (2) any

and all claims, damages, demands, expenses, liabilities and taxes incurred by the Trustee, and any and all costs and expenses incurred by or on behalf of the Trustee in defending against the same, of any character whatsoever (unless such damage or liability is adjudicated to have resulted from the negligence or willful misconduct of the Trustee).

Section 9.12. Trustee May Hold Bonds. The Trustee and its officers and directors may acquire and hold or become pledgees of Bonds and otherwise may deal with the Issuer in the same manner and to the same extent and with like effect as though it were not Trustee hereunder.

Section 9.13. Appointment of Trustee. There shall at all times be a Trustee hereunder which shall be an association or a corporation organized and doing business under the laws of the United States or any state thereof, authorized under such laws to exercise corporate trust powers, authorized to act as indenture trustee under the laws of the State of California, having (or its parent corporation having) a combined capital and surplus of at least \$50,000,000, and subject to supervision or examination by federal or state authority. If such association or corporation publishes reports of condition at least annually, pursuant to law or to the requirements of any supervising or examining authority referred to above, then for the purposes of this Section 9.13, the combined capital and surplus of such association or corporation shall be deemed to be its combined capital and surplus as set forth in its most recent report of condition so published. If at any time the Trustee shall cease to be eligible in accordance with the provisions of this Section 9.13 and another association or corporation is eligible, the Trustee shall resign immediately in the manner and with the effect specified in Section 9.14.

Section 9.14. Resignation of Trustee. The Trustee may resign and be discharged from the trusts created by this Indenture by giving to the Issuer at least 60 days advance written notice. Such resignation shall take effect on the day specified in such notice, but the Trustee shall not be discharged from the trusts hereby created until a successor trustee has been approved and appointed. Subsequent to the date of acceptance of its appointment by the successor trustee, the Trustee shall have no further duties and obligations under this Indenture.

Section 9.15. Removal of Trustee.

(A) The Trustee may be removed at any time, either with or without cause, by the Issuer, provided that all amounts due and owing to the Trustee pursuant to Section 9.11 shall first be paid.

(B) Any removal of the Trustee pursuant to this Section 9.15 shall be effected by delivery to the Trustee of a written instrument to that effect.

Section 9.16. Appointment of Successor Trustee.

(A) In case at any time the Trustee shall resign, be removed or otherwise become incapable of acting, or shall be adjudged a bankrupt or insolvent, or if a receiver of the Trustee or of its property shall be appointed, or if a public supervisory office shall take charge or control of the Trustee or of its property or affairs, a vacancy shall forthwith and ipso facto be created in the office of such Trustee hereunder, and a successor shall be appointed by the Issuer. Any such appointment shall be made by a written instrument executed by an Authorized Representative of the Issuer. The Issuer shall direct the successor Trustee to mail notice by first class mail, postage prepaid, at least once within 30 days of such appointment, to the Owners of all Outstanding Bonds at their addresses on the Bond Register.

(B) If, in a proper case, no appointment of a successor Trustee shall be made pursuant to Section 9.16(A) within 90 days after the receipt by the Issuer of the Trustee's notice of resignation given pursuant to Section 9.14, any Owner or the retiring Trustee may apply to any court of competent jurisdiction to appoint a successor Trustee. The court may thereupon, after such notice, if any, as such court may deem proper and prescribe, appoint a successor Trustee.

Section 9.17. Merger of Trustee Any corporation or association into which the Trustee may be converted or merged, or with which it may be consolidated, or to which it may sell or transfer its corporate trust business and assets as a whole or substantially as a whole, or any corporation or association resulting from any such conversion, sale, merger, consolidation or transfer to which it is a party, ipso facto, shall be and become successor trustee hereunder and vested with all of the title to the Trust Estate and all the trusts, powers, discretions, immunities, privileges and all other matters as was its predecessor, without the execution or filing of any instrument or any further act, deed or conveyance on the part of any of the parties hereto, anything herein to the contrary notwithstanding, provided that such resulting entity shall be entitled under state or federal law to exercise corporate trust powers.

Section 9.18. Transfer of Rights and Property to Successor Trustee. Every successor Trustee appointed hereunder shall execute, acknowledge and deliver to its predecessor and also to the Issuer a written instrument accepting such appointment hereunder, and thereupon such successor, without any further act, deed or conveyance, shall become fully vested with the Trust Estate and the rights, powers, trusts, duties and obligations of its predecessor; but such predecessor shall, nevertheless, on the written request from an Authorized Representative of the Issuer or from its successor execute and deliver a written instrument transferring to such successor all the Trust Estate and the rights, powers, trusts, duties and obligations of such predecessor hereunder, and every predecessor trustee shall deliver all funds held by it as Trustee hereunder to its successor. Should any assignment, conveyance or written instrument from the Issuer be required by any successor Trustee for more fully and certainly vesting in such successor Trustee the Trust Estate and rights, powers, trusts, duties and obligations hereby vested or intended to be vested in the predecessor Trustee, any and all such assignments, conveyances and written instruments shall, on request, be executed, acknowledged and delivered by the Issuer. Each successor Trustee shall give notice of its appointment to all Owners appearing on the Bond Register as of the date of appointment. The successor Trustee shall reimburse the predecessor Trustee for any expenses incurred under this Section 9.18.

Section 9.19. Survival of Rights. The Trustee's rights to immunity and protection from liability hereunder and its right to receive payment of its fees and expenses and its rights to indemnification shall survive its removal or resignation and the final payment, defeasance or discharge of the Bonds and the termination of the lien of this Indenture.

ARTICLE 10

DISCHARGE OF OBLIGATIONS TO BONDOWNERS

Section 10.1. Defeasance of the Bonds. Any Bond shall be deemed to have been paid within the meaning of Section 10.1 of this Indenture if:

(A) there shall have been irrevocably deposited with the Trustee either:

(1) sufficient moneys; or

(2) Government Obligations, which are not subject to early redemption, of such maturities and interest payment dates and bearing such interest as will, without further investment or reinvestment of either the principal amount of such Government Obligations or the interest earnings on Government Obligations (the earnings to be held in trust also), be sufficient, together with any moneys deposited pursuant to paragraph (A) above, as verified by a written report of an independent certified public accountant;

in each case for the payment on their respective maturity dates, or redemption dates prior to maturity, of the principal of such Bonds and redemption premium, if any, and interest to accrue on such Bonds to such maturity or redemption dates; provided however, the Trustee shall have received at the expense of the Issuer, if such Bonds were issued as tax exempt obligations, an Opinion of Bond Counsel to the effect that such deposit with the Trustee and consequent defeasance of such Bonds does not adversely affect the excludability of the interest payable on such Bonds from gross income for federal income tax purposes;

(B) there shall have been paid all fees due or to become due or there shall be irrevocably deposited with the Trustee sufficient additional moneys to make the required payments; and

(C) for any such Bonds to be redeemed on any date prior to their maturity, the Trustee shall have received in form satisfactory to it irrevocable instructions to redeem such Bonds on a date on which the Bonds are subject to redemption, and either evidence satisfactory to the Trustee that all redemption notices required by this Indenture have been given or irrevocable power authorizing the Trustee to give such redemption notices.

Section 10.2. Defeased Bonds No Longer Outstanding. At such times as a Bond shall be deemed to be paid under this Indenture, it shall no longer be secured by or entitled to the benefits of this Indenture, except for the purposes of payment in accordance with the terms of this Indenture.

Section 10.3. Particular Bonds. Notwithstanding any other provision of this Indenture to the contrary, all moneys or Government Obligations set aside and held in trust pursuant to the provisions of this Article 10 for the payment of Bonds (including accrued interest on such Bonds) shall be applied to and used solely for the payment of the particular Bonds (including interest on such Bonds) with respect to which such moneys or Government Obligations have been so set aside in trust.

Section 10.4. Discharge of Indenture.

(A) The obligations of the Trustee shall remain in effect with respect to all Bonds until the principal of and interest on all Bonds shall have been paid in full, notwithstanding that the lien of this Indenture may have been discharged with respect to the Bonds pursuant to the preceding provisions of this Article 10. Any money held by the Trustee after payment of principal of and interest on all of the Bonds shall be free from the trust hereof and shall promptly thereafter be transferred to the Issuer after payment to the Trustee of all amounts pursuant to Section 9.11, and the Indenture shall be released and discharged with respect thereto.

(B) The Trustee shall not be responsible for accounting for, or paying to, any Bondowner any return on or benefit from money held for the payment of unredeemed Bonds or outstanding checks, and no calculation of the same shall affect or result in any offset against fees due to the Trustee under this Indenture.

ARTICLE 11

AMENDMENT OF INDENTURE

Section 11.1. Amendments to Indenture.

(A) This Indenture shall not be supplemented or amended in any respect subsequent to the initial issuance of the Bonds, except as provided in and in accordance with and subject to the provisions of this section.

(B) The Issuer may from time to time and at any time, without the consent of or notice to the Owners of the Bonds, enter into Supplemental Indentures for the following purposes:

(1) to cure any formal defect, omission, inconsistency or ambiguity in this Indenture in a manner not adverse to the Owners of the Bonds affected;

(2) to impose upon the Trustee (with its consent) for the benefit of the Owners of the Bonds any additional rights, remedies, powers, authority, security, liabilities or duties which may lawfully be granted, conferred or imposed and which are not contrary to or inconsistent with this Indenture as theretofore in effect;

(3) to add to the covenants and agreements of, and limitations and restrictions upon, the Issuer in this Indenture other covenants, agreements, limitations and restrictions to be observed by the Issuer which are not contrary to or inconsistent with this Indenture as theretofore in effect;

(4) to confirm, as further assurance, any pledge under, and the subjection to any claim, lien or pledge created or to be created by, this Indenture of any other money, securities or funds;

(5) to comply with any future federal law, regulation or interpretation to prevent the occurrence of an event that in the opinion of Bond Counsel would lead to any tax exempt Bonds becoming subject to federal taxation;

(6) to authorize different denominations of the Bonds and to make correlative amendments and modifications to this Indenture regarding exchangeability of Bonds of different Authorized Denominations, redemptions of portions of Bonds of particular Authorized Denominations and similar amendments and modifications of a technical nature;

(7) to make such changes as are elsewhere expressly permitted by this Indenture; and

(8) to modify, alter, amend or supplement this Indenture in any other respect which the Issuer reasonably determines is not materially adverse to the Owners of the Bonds and which does not involve a change described in Section 11.1(D) of this Indenture.

(C) Before the Issuer shall adopt any such Supplemental Indenture pursuant to this subsection or simultaneously with such adoption, there shall be or have been delivered to the Issuer and the Trustee an opinion of Bond Counsel, stating that such Supplemental Indenture is

authorized or permitted by this Indenture and will, upon the execution and delivery thereof, be valid and binding upon the Issuer in accordance with its terms and will not cause the interest on the Bonds to be included in gross income of the Owners for federal income tax purposes.

(D) Except for any Supplemental Indenture entered into pursuant to Section 11.1(B), subject to the terms and provisions contained in this Section 11.1(D) and not otherwise, the Owners of not less than a majority of the Bond Obligation then Outstanding shall have the right from time to time to consent to and approve the entering into by the Issuer of any Supplemental Indenture deemed necessary or desirable by the Issuer for the purpose of modifying, altering, amending, supplementing or rescinding, in any particular, any of the terms or provisions contained in this Indenture; except that, unless approved in writing by the Owners of all Bonds then Outstanding, nothing contained in this Section shall permit, or be construed as permitting:

- (1) a change in the times, amounts or currency of payment of the principal of or interest on any Outstanding Bond, or a reduction in the principal amount or redemption price of any Outstanding Bond or a change in the method of redemption or redemption price of any Outstanding Bond, or
- (2) a preference or priority of any Bond over any other Bond, or
- (3) a reduction in the aggregate principal amount of Bonds, the consent of the Owners of which is required for any such Supplemental Indenture, or
- (4) the creation of any lien ranking prior to or on a parity with the lien of the Bonds, or
- (5) the modification of any of the provisions of this Section 11.1.

(E) If at any time the Issuer shall desire to enter into any Supplemental Indenture for any of the purposes of Section 11.1(D), the Trustee shall cause notice of the Proposed Supplemental Indenture to be given by first class United States Mail, postage prepaid, to all Owners of the affected Outstanding Bonds. Such notice, which shall be prepared by or on behalf of the Issuer, shall briefly set forth the nature of the proposed Supplemental Indenture and shall state that a copy thereof is on file at the office of the Trustee for inspection by all Owners of Outstanding Bonds.

(F) Within four weeks after the date of the mailing of such notice, the Issuer may enter into such Supplemental Indenture substantially in the form described in such notice, but only if there shall have first been or is simultaneously delivered to the Trustee (i) the required consents, in writing, of the Owners of the Bonds, and (ii) an opinion of Bond Counsel, stating that such Supplemental Indenture is authorized or permitted by this Indenture and, upon the execution and delivery thereof, will be valid and binding upon the Issuer in accordance with its terms and will not cause interest on the Bonds to be includable in gross income of the Owners for federal income tax purposes.

(G) If the Owners of not less than the percentage of all affected Bonds required by Section 11.1(D) shall have consented to and approved the execution and delivery thereof as provided herein, no Owner of any Bond shall have any right to object to the adoption of such Supplemental Indenture, or to object to any of the terms and provisions contained therein or the operation thereof, or in any manner to question the propriety of the execution thereof, or to enjoin or restrain the Issuer or the Trustee from entering into the same or from taking any action pursuant

to the provisions thereof. Any written consent to a permitted amendment may be embodied in and evidenced by one or any number of concurrent written instruments of substantially similar tenor signed by Bond Owners in person or by an agent duly appointed in writing, and such consent shall become effective when such instrument or instruments are delivered to the Issuer or the Trustee.

(H) Proof of the execution of any such consent or of a writing appointing any such agent shall be sufficient for any purpose and shall be conclusive in favor of the Issuer if made in the following manner: the fact and date of the execution by any Person of any such consent or appointment may be proved by the affidavit of any witness of such execution or by the certificate of any notary public or other officer authorized by law to take acknowledgments of deeds, certifying that the Person signing such consent or appointment acknowledged to him or her the execution thereof. The fact and date of execution of such consent or appointment may also be proved in any other manner which the Issuer may deem sufficient; but the Issuer may nevertheless, in its discretion, require further proof in cases where it deems further proof desirable. Any consent by the Owner of any Bonds shall bind any future Owner of the same Bond with respect to any Supplemental Indenture executed by the Issuer pursuant to such consent.

(I) Upon the execution and delivery of any Supplemental Indenture pursuant to the provisions of this Section 11.1, this Indenture shall be, and be deemed to be, modified and amended in accordance therewith, and the respective rights, duties and obligations under this Indenture of the Issuer, the Trustee and all Owners of Bonds then Outstanding shall thereafter be determined, exercised and enforced under this Indenture subject in all respects to such modifications and amendments.

Section 11.2. Notice of Amendment. Except for amendments pursuant to 11.1(B), the Trustee shall notify the Bondowners by mail of all amendments made to this Indenture whether or not such amendment required the consent of Bondowners.

ARTICLE 12

MISCELLANEOUS

Section 12.1. Successor Is Deemed Included in All References to Predecessor.

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

Section 12.2. Limitation of Rights to Parties and Bondowners. Nothing expressed or implied in this Indenture or in the Bonds is intended or shall be construed to give to any Person other than the Issuer, the Trustee and the Owners of the Bonds any legal or equitable right, remedy or claim under or in respect of this Indenture or any covenant, condition or provision contained therein or herein, 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 and the Owners of the Bonds.

Section 12.3. Waiver of Notice. Except as otherwise provided herein, 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 12.4. Notices. All notices to Bondowners shall be given by first class mail. Any notice to or demand upon the following parties shall be given by certified mail, return receipt requested, as follows:

If to the Issuer: Stanislaus Regional Housing Authority
1612 Sisk Road
Modesto, CA 95350
Attn: Executive Director
Telephone: _____

with a copy to: [Borrower's counsel]
[address]
Attn: _____
Telephone: _____

If to the Trustee: The Bank of New York Mellon Trust Company, N.A.
333 South Hope Street, Suite 2525
Los Angeles, California 90071
Attention: Corporate Trust Department
Telephone: _____

If to the Underwriter: Oppenheimer & Co. Inc.
135 Main Street, Suite 1700
San Francisco, California 94105
Telephone: _____

Section 12.5. Waiver of Personal Liability. No commissioner, officer, agent or employee of the Issuer shall be individually or personally liable for the payment of the principal of or interest on the Bonds or be subject to any personal liability or accountability by reason of the issuance thereof; but nothing contained herein shall relieve any such commissioner, officer, agent or employee from the performance of any official duty provided by law or by this Indenture.

Section 12.6. Applicable Provisions of Law. This Indenture shall be governed by and construed in accordance with the laws of the State of California without regard to the conflict or choice of laws provisions thereof.

Section 12.7. Execution in Several Counterparts. This Indenture may be executed in counterparts and each such counterpart shall for all purposes be deemed to be an original, and all such counterparts, or as many of them as the Issuer and the Trustee shall preserve undestroyed, shall together constitute but one and the same instrument.

IN WITNESS WHEREOF, the Stanislaus Regional Housing Authority, has caused this Indenture to be signed in its name by its Executive Director, and The Bank of New York Mellon Trust Company, N.A., in acceptance of the trusts created hereunder, has caused this Indenture to be signed in its corporate name and by its signatory thereunder duly authorized, all as of the day and year first above written.

STANISLAUS REGIONAL HOUSING
AUTHORITY

By: _____
Executive Director

THE BANK OF NEW YORK MELLON
TRUST COMPANY, N.A., as Trustee

By: _____
Authorized Signatory

EXHIBIT A
FORM OF BOND

No. R-_____

\$_____

UNITED STATES OF AMERICA
STANISLAUS REGIONAL HOUSING AUTHORITY
MULTIFAMILY HOUSING REVENUE BONDS
(RIVERBANK COMMONS)
SERIES 2025A

Interest Rate	Maturity Date	Dated Date	CUSIP
_____%	November 1, 20__	November __, 2025	

REGISTERED OWNER: CEDE & CO.

PRINCIPAL AMOUNT: * _____ MILLION _____ THOUSAND DOLLARS AND NO/100 DOLLARS*****

THE STANISLAUS REGIONAL HOUSING AUTHORITY (the "Issuer"), for value received, promises to pay, but only from the Trust Estate (as defined in the Indenture referred to below) to the Registered Owner (the "Owner") specified above, or, subject to the conditions specified in the Indenture and this Bond, to registered assigns, on the Maturity Date specified above, unless this Bond shall have been called for redemption and payment of the redemption price shall have been duly made or provided for, upon presentation and surrender hereof, the Principal Amount specified above and to pay (but only from the Trust Estate) interest on the outstanding balance of the Principal Amount from and including the date hereof or from and including the most recent Interest Payment Date (as defined in the Indenture) with respect to which interest has been paid or duly provided for, until payment of the Principal Amount has been made or duly provided for, at the Interest Rate Per Annum set forth above and on the dates specified below until payment in full of the Principal Amount.

This Bond is one of a duly authorized issue of bonds of the Issuer entitled Multifamily Housing Revenue Bonds (Riverbank Commons) Series 2025A in the aggregate principal amount of up to \$_____ (the "Bonds"), issued pursuant to, under the authority of and in full compliance with the constitution and statutes of the State of California, particularly Articles 1-5 of Chapter 1 of Part 2 of Division 24 of the Health and Safety Code of the State of California (the "Act") and a Trust Indenture dated as of November 1, 2025, between the Issuer and the Trustee (the "Indenture"), for the purpose of financing the acquisition and rehabilitation of a multifamily housing project known or to be known as Riverbank Commons, located in Riverbank, California, and other capital improvements of the Issuer (the "Project"), payment of certain costs of issuing the Bonds and to fund a Reserve Account.

The Bonds are authorized to be issued in the form of current interest serial bonds [of which this Bond is one] in the aggregate principal amount of \$_____ and current interest term bonds (the "Term Bonds" [of which this Bond is one]) in the original principal amount of \$_____.

Capitalized terms which are not defined in this Bond and which are defined in the Indenture shall have the meanings given those terms in the Indenture.

The Bonds are currently issued as book-entry-only securities with no certificates provided to the beneficial owners. Records of Bond ownership will be maintained by the Trustee and records of ownership of beneficial interests in the Bonds will be maintained by the security depository identified below and its participants.

Principal of and interest on this Bond shall be payable by The Bank of New York Mellon Trust Company, N.A., as Trustee, paying agent and registrar or its successor (the "Trustee"), as provided in the Indenture. For so long as this Bond is subject to a book-entry-only system, principal and interest payments (and premium, if any) shall be paid on each payment date to the nominee of the Securities Depository for the Bonds. On the date of issuance of this Bond, the Securities Depository for the Bonds is The Depository Trust Company, New York, New York, and Cede & Co. is the nominee of The Depository Trust Company. Such payments shall, therefore, be made payable to the order of Cede & Co.

The Bonds are subject to optional redemption prior to their respective stated maturity dates in whole or in part, at the option of the Issuer, on any date on or after November 1, 20__ from any source of available funds, at a redemption price equal to the principal amount thereof plus accrued interest thereon to the date of redemption.

The Bonds maturing on November 1, 20__ and November 1, 20__ (the "Term Bonds") shall be subject to mandatory redemption prior to their stated maturity, in part, by lot, from Sinking Fund Installments on the dates and in the amounts shown in the following tables, at the principal amount of such Bonds being redeemed, plus accrued interest thereon to the date fixed for redemption, without premium. The Issuer shall make the following Sinking Fund Installments on the respective dates and in the amounts set forth in the following tables:

Term Bond maturing November 1, 20__

Date (<u>November 1</u>)	Principal <u>Amount</u>
-------------------------------	----------------------------

(maturity)

Term Bond maturing November 1, 20__

Date (<u>November 1</u>)	Principal <u>Amount</u>
-------------------------------	----------------------------

(maturity)

\

The Bonds are subject to special and extraordinary mandatory redemption as provided in the Indenture.

Reference is hereby made to the Indenture for a complete description of the Trust Estate, and for the provisions, among others, with respect to the rights, duties and obligations of the Issuer and the Owners of the Bonds, the release of the Project from the lien of the Indenture, the ability of the parties to amend the Indenture without the consent of or notice to the Owners, and the terms upon which the Bonds are issued. By the acceptance of this Bond, the Owner thereby assents and agrees to all of the terms and provisions governing this Bond as set forth in the Indenture.

Should the book-entry only security system be discontinued, certificated Bonds shall be issued, in the form of registered Bonds without coupons in denominations of \$5,000 or any integral multiple thereof, in exchange for the book-entry Bonds, as provided in the Indenture.

The Bonds may be transferred as specified in the Indenture.

THIS BOND SHALL NOT CONSTITUTE AN INDEBTEDNESS OF THE ISSUER OR A LENDING OF THE CREDIT OF THE ISSUER WITHIN THE MEANING OF ANY CONSTITUTIONAL OR STATUTORY LIMITATION OF INDEBTEDNESS AND WILL NOT BE PAYABLE FROM A CHARGE, LIEN OR ENCUMBRANCE, LEGAL OR EQUITABLE, UPON ANY FUNDS OF THE ISSUER OTHER THAN THE TRUST ESTATE REFERRED TO IN THE INDENTURE. NEITHER THE STATE OF CALIFORNIA, NOR ANY OTHER MUNICIPAL CORPORATION, QUASI-MUNICIPAL CORPORATION, SUBDIVISION OR ISSUER OF THE STATE WILL BE OBLIGATED TO PAY THE PRINCIPAL OF OR INTEREST ON THIS BOND. NO TAX FUNDS OR GOVERNMENTAL REVENUES OR FUNDS MAY BE USED TO PAY THE PRINCIPAL OF OR INTEREST ON THIS BOND. NEITHER ANY NOR ALL OF THE FAITH AND CREDIT NOR THE TAXING POWER OF THE STATE, THE ISSUER OR ANY OTHER MUNICIPAL CORPORATION, QUASI-MUNICIPAL CORPORATION, SUBDIVISION OR ISSUER THEREOF IS PLEDGED TO THE PAYMENT OF THE PRINCIPAL OF OR INTEREST ON THIS BOND. THIS BOND, INCLUDING PRINCIPAL OF AND INTEREST THEREON, IS PAYABLE SOLELY FROM THE TRUST ESTATE. THE ISSUER HAS NO TAXING POWER.

No recourse shall be had for the payment of the principal of or interest on this Bond or for any claim based thereon or upon any obligation, covenant or agreement in the Indenture contained, against any past, present or future officer, employee or agent, or member of the Issuer, or against any past, present or future officer, employee or member of any successor to the Issuer, as such, either directly or through the Issuer, or any successor to the Issuer, under any rule of law or equity, statute or constitution or by the enforcement of any assessment or penalty or otherwise and all such liability of any such officer, employee or agent, or member of the Issuer or successor to the Issuer as such is hereby expressly waived and released as a condition of and in consideration for the adoption of the Indenture and the issuance of this Bond.

If the Issuer fails to comply with certain covenants within the time frames specified in the Indenture or fails to have any petition in bankruptcy discharged or dismissed within the time frames specified in the Indenture, the Trustee shall cause a Special Mandatory Redemption of the Bonds, as specified in the Indenture. If an Event of Default (including, without limitation, failure to provide funds to redeem all Bonds upon a Special Mandatory Redemption) occurs and is continuing, the principal of all Bonds then Outstanding and issued under the Indenture may be declared due and payable upon the conditions and in the manner and with the effects specified in the Indenture.

The holder of this Bond shall have no right to enforce the provisions of the Indenture, to take any action with respect to any Event of Default or Special Mandatory Redemption Event, to exercise any remedies against the Trust Estate or to institute, appear in or defend any suit or other proceedings with respect thereto except as expressly provided in the Indenture and the Act.

The Indenture prescribes the manner in which it may be discharged and after which this Bond shall no longer be secured by or entitled to the benefits of the Indenture.

[THE BONDS ARE QUALIFIED TAX-EXEMPT OBLIGATIONS DESIGNATED BY THE ISSUER FOR PURPOSES OF SECTION 265(b) OF THE INTERNAL REVENUE OF 1986.]

IT IS HEREBY CERTIFIED, RECITED, AND DECLARED that all acts, conditions, and things required by the constitution and laws of the State of California, including the Act, and the Indenture to have happened, to exist, and to have been performed precedent to and in the issuance of this Bond and the Bonds do exist, have happened and have been performed in regular and due time, form and manner as required by said constitution, laws and Indenture; and that this Bond and the Bonds do not exceed any constitutional or statutory limitation on indebtedness.

IN WITNESS WHEREOF, THE STANISLAUS REGIONAL HOUSING AUTHORITY has caused this Bond to be signed by means of the facsimile signature of its Authorized Representative, all as of the Dated Date set forth above.

STANISLAUS REGIONAL HOUSING
AUTHORITY

By: _____

Authorized Representative

THIS BOND SHALL NOT BE VALID UNLESS PROPERLY AUTHENTICATED BY THE TRUSTEE IN THE SPACE INDICATED BELOW.

CERTIFICATE OF AUTHENTICATION

This is one of the \$ _____ aggregate principal amount of Stanislaus Regional Housing Authority Multifamily Housing Revenue Bonds (Riverbank Commons) Series 2025A issued pursuant to the Indenture described herein.

Date of Authentication: _____

THE BANK OF NEW YORK MELLON
TRUST COMPANY, N.A., as Trustee

Authorized Signatory

ASSIGNMENT

FOR VALUE RECEIVED, the undersigned sells, assigns and transfers unto

(Please insert social security or other identifying number of assignee)

this Bond and does hereby irrevocably constitute and appoint
_____ as attorney to transfer this
Bond on the books kept for registration thereof with the full power of substitution in the premises.

Dated: _____

(Bank, Trust Company or Brokerage Firm)

Authorized Officer

NOTICE: The signature to this assignment must correspond with the name of the registered owner as it appears upon the face of this Bond in every particular, without alteration or enlargement or any change whatever.

NOTICE: Signature(s) must be guaranteed by a member of the New York Stock Exchange or a commercial bank or trust company Signature
Guaranteed

EXHIBIT B
ACCOUNTANT'S CERTIFICATE

Stanislaus Regional Housing Authority

The Bank of New York Mellon Trust Company, N.A., as Trustee

Pursuant to my audit of the financial statements of the Issuer, for the Fiscal Year ending _____, _____, I hereby certify that:

1. The Coverage Ratio for the Bonds, as defined in the Indenture, for the Fiscal Year ending _____ was _____%.
2. As of the date hereof, the Issuer has adopted an annual budget for the Project for the current Fiscal Year.
3. The Issuer [has][has not] met the Coverage Ratio Requirement for such Fiscal Year.

[ACCOUNTANT]

By:_____

EXHIBIT C

DISBURSEMENT CERTIFICATE

**Stanislaus Regional Housing Authority
Multifamily Housing Revenue Bonds
(Riverbank Commons)
Series 2025A**

The Bank of New York Mellon Trust Company, N.A.
555 Montgomery Street, 10th Floor
San Francisco, California 94111

Amount Requested: \$ _____

Total Disbursements to Date: _____

Requisition No.: _____

1. The undersigned, an Authorized Representative of the Issuer, hereby requests and authorizes The Bank of New York Mellon Trust Company, N.A., as Trustee under the Indenture, to pay to the payees identified on Schedule 1 or to the Issuer the total amount specified above from the [Project Fund] [Costs of Issuance Fund].

2. The Issuer hereby certifies that:

(a) each obligation mentioned in Schedule has been properly incurred [for acquisition, refinancing or rehabilitation of the Project] [for payment of costs of issuance of the Bonds], is a proper charge against the [Project Fund] and has not been the basis of any previous disbursement;

(b) attached hereto are true and correct billings and statements reflecting the obligations mentioned in Schedule 1, and, if the Issuer has already paid said billings and statements and is requesting that it be reimbursed for the amounts so paid, copies of canceled checks or other evidence showing such payment.

[If for disbursement for acquisition or refinancing of the Project add:

(c) The undersigned has previously provided to the Trustee or encloses with this Certificate the documentation required by Section 4.3 of the Indenture.]

3. All capitalized terms herein shall have the meanings assigned to them in the Trust Indenture, dated as of November 1, 2025, between the Stanislaus Regional Housing Authority and The Bank of New York Mellon Trust Company, N.A., as Trustee (the "Indenture") with respect to the above-captioned Bonds.

STANISLAUS REGIONAL HOUSING
AUTHORITY

By: _____

Authorized Representative

Dated: _____

SCHEDULE 1

DISBURSEMENT SCHEDULE FOR BONDS

Relating to Requisition No. _____ for the _____ of the Stanislaus Regional Housing Authority, Multifamily Housing Revenue Bonds (Riverbank Commons) Series 2025A.

1. Amount: \$_____

Pay to:

Address of Payee:

For the Account of:

Purpose:

WHEN RECORDED RETURN TO:

Jones Hall LLP
4 West 4th Avenue, Suite 406
San Mateo, California 94402
Attention: Julie A. Wunderlich, Esq.
Ref: Riverbank Commons

THIS DOCUMENT IS EXEMPT FROM RECORDING FEES PURSUANT TO SECTION 27383 OF THE CALIFORNIA GOVERNMENT CODE.

INSTRUCTIONS TO COUNTY RECORDER:

Index this document as

- (1) a deed of trust and
 - (2) a fixture filing
-

**FIRST DEED OF TRUST, ABSOLUTE ASSIGNMENT OF RENTS,
SECURITY AGREEMENT AND FIXTURE FILING**

This First Deed of Trust, Absolute Assignment of Rents, Security Agreement and Fixture Filing ("Deed of Trust"), dated as of November 1, 2025, is executed by the STANISLAUS REGIONAL HOUSING AUTHORITY, a public body corporate and politic, duly organized and existing under the laws of the State of California, as trustor ("Trustor") having an office and principal place of business at 1612 Sisk Road, Modesto, California 95350, Attn: Executive Director, in favor of _____ Title Company, as trustee ("Trustee"), for the benefit of THE BANK OF NEW YORK MELLON TRUST COMPANY, N.A. ("Beneficiary") whose address is 333 South Hope Street, Suite 2525, Los Angeles, California 90071, Attn: Corporate Trust Services, not personally but as trustee under the Trust Indenture dated as of November 1, 2025 (the "Indenture"), between the Trustor and the Beneficiary.

All capitalized terms used herein and not otherwise defined shall have the meanings assigned to such terms in Section 1.1 of the Indenture.

1. Assignment in Trust with Power of Sale. For good and valuable consideration, the receipt and adequacy of which are hereby acknowledged, Trustor hereby irrevocably grants, conveys and assigns to Trustee, IN TRUST, WITH POWER OF SALE AND WITH RIGHT OF ENTRY AND POSSESSION, and grants a security interest in, as security for the obligations described below, all of Trustor's right, title and interest in, to, and under the following (collectively, the "Mortgaged Property"):

1.1 That certain real property (the "Land") in the City of Riverbank, County of Stanislaus, State of California, described in Exhibit "A", attached hereto and incorporated herein by this reference.

1.2 All buildings, structures, landscaping and other improvements now or hereafter located on or appurtenant to the Land, including without limitation the Personal

Property and Fixtures (as defined below) (collectively, the "Improvements"), other than the Land, is sometimes called the "Collateral".

1.3 All easements, rights-of-way, licenses and other rights now or hereafter used in connection with the Mortgaged Property or as a means of access thereto, including without limitation: water and water rights (whether riparian, appropriative, or otherwise, whether or not appurtenant), and shares of stock evidencing the same; trackage agreement rights; rights to use common drive entries; rights relating to land within the right-of-way of adjoining streets; rights in or to sidewalks, alleys and strips and gores of land adjoining or used in connection with the Mortgaged Property; air rights; development rights and credits; and tenements, hereditaments and other appurtenances of and to the Mortgaged Property.

1.4 All personal property, fixtures, furnishings, furniture, appurtenances, machinery, equipment, materials, supplies, building materials and foods of every nature (including consumables and inventory) now or hereafter located on, attached to, installed in or used or intended to be used in connection with the use, enjoyment, occupancy or operation of all or any part of the Land, Improvements or the Mortgaged Property or in any office, restaurant, conference room or retail facilities thereon (collectively, the "Personal Property and Fixtures"), including without limitation: all apparatus, equipment and appliances used in connection with the operation or occupancy of the Land or Improvements; all partitions; generators; screens; boilers; furnaces; ducts; compressors; engines; pumps; tanks, refrigeration equipment; pipes; plumbing; elevators and escalators; cleaning, call and sprinkler systems; fire extinguishing machinery and equipment; water tanks; heating, ventilating, air conditioning and air cooling machinery and equipment; gas and electric machinery and equipment; facilities used to provide utility services; laundry, drying, dishwashing, garbage disposal machinery or equipment; communication apparatus, including television, VCR, radio, music, and cable antennae equipment and systems; attached floor coverings, rugs, carpets, window coverings, blinds, awnings, shades, curtains and drapes and rods; all screens, storm doors and windows; all stoves, refrigerators, dishwashers and other appliances, attached cabinets; all trees, plants and other items of landscaping; all shuttle buses and vehicles of any nature whatsoever; all visual and electronic surveillance systems, beds, dressers, cabinets, tables, chairs, mirrors, desks, wall coverings, clocks, lamps, minibars, intercoms, blankets, linens, towels, pillows, and bedspreads; all kitchen, restaurant and other operating equipment including without limitation, menus, dishes, china, silverware, glassware, uniforms, aprons, cooking utensils, tables, refrigerating units, microwave equipment, ovens, timers and cocktail lounge supplies; all food and beverages, fuel, soap, shampoos and lotions, cleaning materials, matches, stationery and other similar items; all chaise lounges, swimming pool heaters and equipment, recreational equipment and maintenance supplies; clubhouse equipment, furnishings and supplies, including, without limitation, lockers and sporting equipment, all of which shall remain real property.

1.5 All oil, gas, hydrocarbon and other mineral rights relating to the Mortgaged Property, and all royalty, leasehold and other rights pertaining thereto.

1.6 All of Trustor's right, title and interest in and to all of the royalties, issues, profits, revenue, income and other benefits of the Land and Improvements arising from the use or enjoyment of all or any portion thereof (but not including the Rents, as defined and separately assigned in Article 3).

1.7 All present and future rights to the payment of money, accounts, accounts receivable including, without limiting the generality of the foregoing, all rights to payment from any consumer credit/charge card organization or entity, reserves, deferred payments,

refunds, cost savings, payments and deposits, no matter how evidenced and whether now or later to be received from third parties (including all earnest money sales deposits) or deposited by Trustor with third parties (including all utility deposits), chattel paper, instruments, documents, notes, drafts and letters of credit, which arise from or relate to construction on the Land or to any business or operations now or later to be conducted on it, or to the Land and Improvements generally or to any Improvements to be built on the Land at any future date and to all contracts and agreements which relate to the foregoing.

1.8 All deposits made with and other security given to utility companies by Trustor in connection with the Mortgaged Property, and all claims in law and equity that relate to the Mortgaged Property.

1.9 All books and records pertaining to any and all of the property described above, including computer readable memory and any computer hardware or software necessary to access and process such memory.

1.10 All greater right, title and interest hereafter acquired by Trustor in or to the real property to which any ground leases relate, and all options relating to such property (whether Trustor is optionor or optionee).

1.11 All rights to proceeds of property, liability, rent abatement and other insurance relating to the ownership or operation of the Mortgaged Property, and all awards made for the taking by eminent domain (or by any proceeding in lieu thereof) of any portion of the Mortgaged Property, including awards relating to changes in grade of streets or for severance damages.

1.12 All additions and accretions to and proceeds of any of the foregoing.

2. Obligations Secured. This Deed of Trust secures the performance of each of the following obligations in such order of priority as Beneficiary may elect (each, a "Secured Obligation", and collectively, the "Secured Obligations"):

2.1 The indebtedness evidenced by the Multifamily Housing Revenue Bonds in the original principal amount of \$_____ executed by the Trustor in favor of the Bondowners including, without limitation, all prepayment charges, redemption premiums, late charges, loan fees and exit fees required thereunder.

2.2 Each of the Trustor's other obligations under the Indenture.

2.3 Each of Trustor's obligations hereunder.

2.4 Any and all amendments, renewals, extensions and other modifications of any of the foregoing, including without limitation modifications that change the rate of interest on any Secured Obligation.

2.5 Reimbursement of all amounts advanced by or on behalf of Beneficiary to protect Beneficiary's interests under this Deed of Trust with interest thereon as provided herein and in the Loan Agreement.

3. Assignment of Rents and Profits.

3.1 Absolute Assignment. Trustor hereby absolutely and irrevocably assigns to Beneficiary all of its right, title and interest in and to all rents, issues, profits, royalties, income and other proceeds and similar benefits derived from the Mortgaged Property, including, without limitation, all prepaid rents and security deposits (collectively, the "Rents"), and hereby appoints Beneficiary its true and lawful attorney-in-fact (which appointment is coupled with an interest, and irrevocable) at Beneficiary's option at any time after an Event of Default has occurred to demand, receive and enforce payment, to give receipts, releases and satisfactions, and to sue, either in Trustor's name or in Beneficiary's name, for all Rents.

3.2 License to Collect. Notwithstanding the foregoing assignment of the Rents, so long as no Event of Default (as defined below) remains uncured, Trustor shall have a license to collect all Rents (but no more than one month in advance), and to retain and enjoy the same.

3.3 Collection and Application of Rents by Beneficiary. Upon occurrence of an Event of Default (as hereinafter defined) and while any Event of Default remains uncured, Trustor's license to collect the Rents shall automatically terminate, without notice; Beneficiary may at any time, without notice, in person, by agent or by court-appointed receiver, and without regard to the adequacy of any security for the Secured Obligations, enter upon any portion of the Mortgaged Property and/or, with or without taking possession thereof, in its own name as trustee for the Beneficiary sue for or otherwise collect the Rents (including past due amounts), and promptly following demand by Beneficiary therefor, Trustor shall deliver to Beneficiary all prepaid Rents, deposits relating to Rents, and all other Rents then held by or thereafter collected by Trustor. All Rents collected by or delivered to Beneficiary shall only be applied by Beneficiary against the Secured Obligations, in such order as Beneficiary shall determine in its absolute discretion. No application of Rents against any Secured Obligation or other action taken by Beneficiary under this Article 3 shall be deemed to cure or waive any Event of Default, or to invalidate any other action taken in response to such default, or to make Beneficiary a mortgagee-in-possession of the Mortgaged Property.

3.4 Further Assignments. Upon demand by Beneficiary from time to time, Trustor shall promptly execute and deliver to Beneficiary, in form and substance reasonably satisfactory to Beneficiary, recordable assignments of Trustor's interest in any leases, subleases, contracts, licenses, permits and other documents and agreements to which Rents relate; provided, however, that no such assignment shall be construed to impose upon Beneficiary any obligation with respect thereto. To the extent any of the Mortgaged Property is deemed personal property rather than real property, Trustor hereby grants to Beneficiary a security interest therein and any proceeds thereof as security for the Secured Obligations, and agrees to execute, acknowledge, record and file such additional financial statements, security agreements, assignments and other documents as Beneficiary may require in order to reflect, maintain, perfect or preserve such security interest.

3.5 Termination. The assignment of the Rents to Beneficiary hereunder shall terminate and be of no further force and effect following the satisfaction in full of all Secured Obligations.

3.6 Assigned Leases. Except as otherwise agreed in writing by Beneficiary from time to time, the following shall apply to each lease and sublease (collectively, the "Assigned Leases") whether now or hereafter in existence covering any portion of the landlord's interest, each of which is assigned to Beneficiary under this Deed of Trust:

3.6.1 Trustor shall not execute any substantial change in the lease, sublease, or other occupancy agreement with respect to any part of the Mortgaged Property other than on a form approved by Beneficiary and shall promptly perform all of its obligations as landlord under each Assigned Lease, and shall immediately notify Beneficiary in writing of any notice of default received by Trustor from the tenant thereunder.

3.6.2 Trustor shall diligently enforce the performance of all of the obligations of the tenant under each Assigned Lease; shall not waive any default or waive, release or discharge any such tenant of or from any such obligation; and, shall not modify any Assigned Lease without Beneficiary's prior written consent, which shall not be unreasonably withheld.

3.6.3 Trustor shall not collect the rents (or any other amounts) due under any Assigned Lease more than one month in advance of the date due.

3.6.4 Trustor hereby irrevocably authorizes and directs the tenants under all Assigned Leases to pay all amounts owing to Trustor thereunder to Beneficiary. Trustor further authorizes and directs all such tenants to pay all such amounts to Beneficiary without any right or obligation to inquire as to the validity of Beneficiary's notice and regardless of the fact that Trustor has notified any such tenant(s) that Beneficiary's notice is invalid or has then directed any such tenant(s) not to pay such amounts to Beneficiary.

3.6.5 Upon the foreclosure of this Deed of Trust, no Assigned Lease shall be destroyed or terminated by application of the doctrine of merger or as a matter of law unless Beneficiary or any purchaser at such foreclosure sale so elects. No act by or on behalf of Beneficiary or any such purchaser shall constitute a termination of any Assigned Lease unless Beneficiary or such purchaser gives written notice thereof to the applicable tenant or subtenant.

3.6.6 Trustor hereby represents and warrants to Beneficiary, with respect to each Assigned Lease that is presently in effect (collectively, the "Current Assigned Leases"), (a) that Trustor has not accepted any payment of rent (or other charge) under any Current Assigned Lease that is not due until on or after the 30th day following the execution hereof; and (b) that, to the best of Trustor's knowledge, no material default by Trustor or any other person under any Current Assigned Lease remains uncured, except as otherwise may be disclosed to Beneficiary pursuant to estoppels or other written notice given to Beneficiary by Trustor prior to the date of this Deed of Trust.

4. Maintenance, Operation, Preservation and Repair of Property. Trustor shall maintain the Mortgaged Property (and all grounds, sidewalks, roads, parking and landscape areas located thereon) in good condition and repair, shall operate the Mortgaged Property in a businesslike manner, shall prudently preserve and protect both its own and Beneficiary's interests in connection with the Mortgaged Property, shall not commit or permit any waste or deterioration of the Mortgaged Property, shall not abandon any portion of the Mortgaged Property or leave the Mortgaged Property unguarded or unprotected, and shall not otherwise act, or fail to act, in such a way as to unreasonably increase the risk of any damage to the Mortgaged Property or of any other impairment of Beneficiary's interests hereunder. Without limiting the generality of the foregoing, and except as otherwise agreed by Beneficiary in writing from time to time, Trustor shall promptly and faithfully perform and observe each of the following provisions:

4.1 Alterations and Repair. Trustor shall not remove, demolish or materially alter any Improvement, except to make non-structural repairs which preserve or increase the Mortgaged Property's value [and except for the rehabilitation program to be

completed by the Trustor with a portion of the proceeds of the Loan]. Trustor shall promptly restore, in a good and workmanlike manner, any Improvement (or other aspect of the Mortgaged Property) that is damaged or destroyed from any cause, and shall diligently complete, in a good and workmanlike manner, any Improvement constructed by Trustor from time to time.

4.2 Compliance with Laws. Trustor shall comply in all material respects with all federal, state and local laws, rules, regulations, codes and administrative and judicial decisions applicable to the Mortgaged Property. Trustor shall not permit any act on or with respect to the Mortgaged Property in violation of any of the foregoing, and shall obtain and maintain in effect all licenses, permits, exemptions, approvals and other authorizations required by law in connection with the ownership and operation of the Mortgaged Property. Notwithstanding the foregoing or the Trustor's obligations under Section 4.3 below, Trustor shall have the right, after prior notice to Beneficiary, to contest by appropriate legal proceedings diligently conducted in good faith, without cost or expense to Beneficiary, the validity or application of any law, ordinance, order, rule or regulation or requirement otherwise governed by Section 4.2 and 4.3, and which does not subject Beneficiary to any civil or criminal liability, subject to the following:

(a) If by the terms of any such law, ordinance, order, rule, regulation or requirement, compliance therewith pending the prosecution of any such proceeding may legally be delayed without incurring any lien or charge of any kind against the Mortgaged Property or, in Beneficiary's good faith judgment, impairing the value of the Mortgaged Property, Trustor may delay compliance therewith until the final determination of such proceeding; and

(b) If any lien or charge against the Mortgaged Property would be incurred by reason of any such delay, but, in Beneficiary's good faith judgment, such delay would not otherwise impair the value of the Mortgaged Property in the interim, Trustor may nevertheless contest as aforesaid and delay as aforesaid, provided Trustor complies with the provisions set forth in Section 4.7.1 below.

4.3 Compliance with Rights of Third Parties. Trustor shall comply with all covenants, conditions, restrictions, easements and rights of way, and all other contract and other rights of third parties relating to the Mortgaged Property, including without limitation all leases and subleases under which Trustor is a landlord or tenant.

4.4 Changes in Property Restrictions. Without Beneficiary's prior written consent, which may be withheld in Beneficiary's sole and absolute discretion, Trustor shall not initiate, join in or consent to any parcel map or other subdivision (or change thereto), any change in any applicable zoning ordinance, general plan or similar law, or any change to any private restrictive covenant or any similar public or private restriction or obligation with respect to the Mortgaged Property.

4.5 Taxes and Impositions. Trustor shall pay, prior to delinquency, all of the following (collectively, the "Impositions"): all general and special real property taxes and assessments imposed on the Mortgaged Property; all other taxes, assessments, fees, liens, charges, fines, or impositions, of every kind that are assessed upon the Mortgaged Property (or upon the owner and/or operator of the Mortgaged Property) and that create or may create a lien upon the Mortgaged Property (or upon any personal property or fixture used in connection with the Mortgaged Property) or otherwise obtain priority over this Deed of Trust, including without limitation non-governmental levies and assessments imposed in connection with covenants, conditions or restrictions; all taxes and assessments imposed on the Mortgaged Property following Trustor's execution hereof in lieu of or in addition to any of the foregoing Impositions;

and all license fees, taxes and assessments imposed on Beneficiary (other than income and franchise taxes) and measured by or based upon (in whole or in part) the Secured Obligations. If permitted by law, Trustor may pay any Imposition in installments.

4.5.1 Right to Contest. Trustor shall not be required to pay any Imposition so long as (a) its validity is being actively contested in good faith and by appropriate proceedings and (b) Trustor has demonstrated to Beneficiary's reasonable satisfaction that leaving such Imposition unpaid pending the outcome of such proceedings could not result in a lien superior to this Deed of Trust with respect to the Mortgaged Property to satisfy such Imposition or otherwise impair Beneficiary's interests hereunder. Without limiting the foregoing, if required by Beneficiary, Trustor shall furnish Beneficiary with a bond or other security reasonably satisfactory to Beneficiary in an amount not less than 150% of the applicable claim (including interest and penalties) or, in the alternative, an endorsement to Beneficiary's Title Policy having the equivalent effect.

4.5.2 Evidence of Payment; Tax Reporting Service. Upon demand by Beneficiary from time to time, Trustor shall (a) deliver to Beneficiary, within 30 days following the due date of any Imposition, evidence of payment reasonably satisfactory to Beneficiary and (b) furnish to Beneficiary a tax reporting service for the Mortgaged Property of a type and duration, and with a company, reasonably satisfactory to Beneficiary.

4.6 Utility Charges. Trustor shall promptly pay all utility charges incurred for the benefit of the Mortgaged Property or which may become a lien upon the Mortgaged Property, and all assessments and other charges of a similar nature, public or private, relating to the Mortgaged Property, regardless of whether any such charge is or may become a lien thereon.

4.7 Liens. Trustor shall perform, on or before the date due, all obligations secured by any lien or encumbrance upon any portion of the Mortgaged Property and shall not create, suffer or permit any liens or encumbrances upon any portion of the Mortgaged Property other than Permitted Encumbrances as provided in the Indenture.

4.7.1 Right to Contest. Notwithstanding the foregoing, Trustor shall not be required to perform any obligations under this Section 4.7 in the event Trustor demonstrates to Beneficiary's reasonable satisfaction that (a) the validity of the lien is being actively contested in good faith and by appropriate proceedings and (b) leaving such obligation unpaid or unperformed pending the outcome of such proceedings could not result in a lien superior to this Deed of Trust with respect to the Mortgaged Property or otherwise impair Beneficiary's interests hereunder. Without limiting the foregoing, if required by Beneficiary, Trustor shall furnish Beneficiary with a bond or other security reasonably satisfactory to Beneficiary in an amount not less than 150% of the applicable claim (including interest and penalties).

4.7.2 Discharge by Beneficiary. If Trustor fails to fulfill its obligations under this Section with respect to any lien or encumbrance, Beneficiary may discharge the same by paying the amount due or by providing a bond or other security therefor, without inquiring into the validity of such lien or encumbrance and without regard for any claimed defense or offset, and Trustor shall, within 5 business days following receipt of written demand, reimburse Beneficiary for all costs incurred by Beneficiary in connection therewith.

4.8 Books and Records. Trustor shall maintain complete books of account and other records relating to the ownership and operation of the Mortgaged Property,

including contributions of equity investment capital, in accordance with accounting principles reasonably acceptable to Beneficiary and applied on a consistent basis.

5. Insurance.

5.1 Policies Required. Trustor shall fulfill all of the insurance requirements set forth in the Loan Agreement with respect to the Mortgaged Property. All liability insurance provided shall name Beneficiary as additional insured and all casualty insurance shall contain a standard form of loss payable endorsement in favor of Beneficiary.

5.2 Claims. Trustor shall give Beneficiary immediate notice of any casualty to any portion of the Mortgaged Property, whether or not covered by insurance.

5.3 Delivery of Proceeds to Beneficiary. In the event that, notwithstanding any "lender's loss payable endorsement" required by Beneficiary, the proceeds of any casualty insurance policy described or otherwise referred to in the Loan Agreement are paid to Trustor, Trustor shall deliver such proceeds to Beneficiary immediately upon receipt.

5.4 Transfer of Policies. In the event of the foreclosure of this Deed of Trust or other transfer of title to or assignment of the Mortgaged Property in extinguishment of the Secured Obligations in whole or in part, all right, title and interest of Trustor in and to all policies of insurance required by this Deed of Trust and any insurance proceeds shall inure to the benefit of and pass to Beneficiary or any purchaser or transferee of the Mortgaged Property.

6. Condemnation.

6.1 Proceedings. Upon learning of the institution or threatened institution of any proceeding for the condemnation or other taking for public or quasi-public use of any portion of the Mortgaged Property, Trustor shall give Beneficiary prompt written notice of such fact. Trustor shall take all action reasonably required by Beneficiary in connection therewith to defend and protect the interests of Trustor, Beneficiary and/or Trustee in the Mortgaged Property. At Beneficiary's option, Beneficiary or Trustor may be the nominal party in such action or proceeding but in any event Beneficiary shall be entitled (without regard to the adequacy of its security) to participate in and control the same and be represented therein by counsel of its choice.

6.2 Compensation. Trustor hereby assigns to Beneficiary, as security for the Secured Obligations, all compensation, awards, damages and other amounts (collectively, "Compensation") payable to Trustor in connection with any condemnation or other taking of any portion of the Mortgaged Property for public or quasi-public use (including, but not limited to, the proceeds of any settlement, regardless of whether or not condemnation or other taking proceedings are instituted in connection therewith). Upon receipt, Trustor shall immediately deliver all Compensation to Beneficiary. All of such Compensation shall first be applied to reimburse Beneficiary and Trustee for all costs and expenses, including reasonable attorneys' fees, incurred in connection with the collection of such Compensation, and then to reimburse Trustor for those out-of-pocket costs and expenses reasonably incurred in obtaining the Compensation. The balance of such Compensation shall be applied as provided in the Loan Agreement. Application or release of such proceeds as provided herein shall not cure or waive any default or notice of default hereunder or invalidate any action done pursuant to such notice.

7. Additional Duties and Powers.

7.1 Actions by Beneficiary to Protect Its Interests. If Trustor fails to perform any Secured Obligation, either Beneficiary or Trustee or both may, without releasing Trustor from such obligation, perform such obligation to the extent necessary to protect its interests hereunder. Without limiting the generality of the foregoing, Beneficiary and Trustee are each hereby specifically authorized to do any or all of the following:

7.1.1 Enter upon and/or take possession of the Mortgaged Property.

7.1.2 Make alterations, repairs and other improvements reasonably necessary to maintain the Mortgaged Property in good condition and repair.

7.1.3 Participate and appear in any action or proceeding which may affect Beneficiary's interests hereunder.

7.1.4 Pay, purchase, contest and/or compromise any encumbrance, lien or other claim which may affect Beneficiary's interests hereunder.

7.1.5 Pay all expenses reasonably incurred in protecting Beneficiary's interests hereunder, including fees and costs of attorneys and other consultants.

7.2 Inspections. Beneficiary and its assignees and representatives may (including Bondholders, as defined in the Indenture) from time to time, at reasonable times and following reasonable notice (except in emergencies), conduct inspections of the Mortgaged Property, and inspect and/or copy any and all books and records relating thereto, for the purpose of monitoring Trustor's compliance with its obligations under this Deed of Trust and any other document secured hereby.

7.3 Defense of Actions. Trustor shall, at its sole expense, appear in and defend any action or proceeding which may affect Beneficiary's interests hereunder or under any other Loan Document.

7.4 Indemnity of Beneficiary and Trustee. Trustor shall defend, indemnify and hold Beneficiary and Trustee harmless from and against:

(a) all claims, demands and causes of action asserted against Beneficiary or Trustee by any person (except to the extent that the same are finally adjudicated by a court of competent jurisdiction to be caused directly by the gross negligence or willful misconduct of Beneficiary or Trustee, as applicable) which directly or indirectly relate to (i) a claim, demand or cause of action that such person has or asserts against Trustor (or any other obligor or guarantor with respect to any Secured Obligation), (ii) any lease or other contract assigned to Beneficiary hereunder, (iii) acts or omissions of Trustor, or other rights of third parties, relating to the Mortgaged Property, or (iv) the ownership, occupancy or use of the Mortgaged Property (other than claims, demands and causes of action relating to Hazardous Materials and all related remedial actions); and

(b) all harm, damages, liabilities, losses and other costs (including court costs and attorneys' fees) reasonably incurred by Beneficiary or Trustee as the result of any claim, demand or cause of action described in subparagraph (a).

Trustor's indemnity obligations hereunder shall survive the reconveyance of this Deed of Trust, and shall expire upon the earliest applicable statute of limitation to expire.

7.5 Reimbursement of Beneficiary. Trustor shall reimburse Beneficiary immediately upon written demand for all costs reasonably incurred by Beneficiary (including fees and expenses of attorneys and other consultants) in the exercise of Beneficiary's rights hereunder and the enforcement of Trustor's obligations hereunder, including without limitation the following:

7.5.1 Costs incurred under Section 7.1 to protect Beneficiary's interests hereunder.

7.5.2 Costs incurred in connection with claims demands, causes of action, liabilities, losses and other costs against which Beneficiary is indemnified hereunder.

7.5.3 All liabilities, losses and other costs incurred by Beneficiary as a direct or indirect result of any Event of Default, including the cost of a Trustee's Sale Guarantee, Trustee's fees and expenses and receiver's fees and expenses.

Trustor's reimbursement obligations under this Deed of Trust shall be Secured Obligations, shall bear interest following written demand in accordance with the Loan, and shall survive the reconveyance of this Deed of Trust.

7.6 Notice of Certain Matters. Trustor shall give notice to Beneficiary, within 7 days of Trustor's learning thereof, of each of the following:

(a) any litigation or claim affecting or relating to the Mortgaged Property and involving an amount in excess of \$25,000; and

(b) any dispute between Trustor and any Governmental Agency relating to the Mortgaged Property, the adverse determination of which might materially affect the Mortgaged Property.

7.7 Further Assurances. Trustor shall execute and deliver to Beneficiary all documents, and take all actions, reasonably required by Beneficiary from time to time to confirm the rights created or now or hereafter intended to be created hereunder, to protect and further the validity, priority and enforceability hereof, to subject to the lien hereof any property intended to be encumbered hereby, or otherwise to carry out the purposes hereof. Without limiting the generality of the foregoing, Trustor shall, upon request of Beneficiary, promptly correct any defect, error or omission which may be discovered in the contents hereof or in the execution or acknowledgment hereof.

8. Sale or Encumbrance of Mortgaged Property

8.1 Prohibition of Transfer.

(a) Trustor acknowledges that, in making the Note, the Beneficiary has relied to a material extent upon the particular business reputation, expertise, creditworthiness, and individual net worth of Trustor and of the persons, partnerships, trusts, corporations or other entities who have a direct or indirect interest in Trustor and upon the continuing interest which such persons, partnerships, trusts, corporations or other entities, as owners of direct or indirect interests in Trustor, will have in the Mortgaged Property. An Event of Default shall occur

hereunder, and Beneficiary shall have the right, at its sole option, to declare all sums secured hereby immediately due and payable if, without the prior written consent of Beneficiary, which may be given or withheld in Beneficiary's sole good faith discretion, and without compliance with the provisions of the Loan Agreement, (i) Trustor (A) sells, conveys, transfers, disposes of, or otherwise alienates the Mortgaged Property, or any part thereof, or any interest therein, whether voluntarily, by the operation of law, or otherwise, or (B) executes a contract to do any of the foregoing; (ii) the articles of incorporation, by laws or operating agreement of Trustor is amended, modified or canceled; or (iii) there occurs a change, whether directly or indirectly, in the composition, control, ownership or structure of Trustor, including, without limitation, any termination of the existence of Trustor, but excluding changes in directors, officers, employees and/or agents of Trustor. Consent to a transfer of an interest in the Mortgaged Property or of an interest in Trustor or the members therein, or any entity comprising Trustor, or consent to any other event requiring consent in accordance with the foregoing shall be granted or withheld in Beneficiary's sole good faith discretion and, if granted, shall not constitute a waiver of the requirement of consent for subsequent transfers or other events. Trustor acknowledges that Beneficiary may require a modification of the Loan Agreement, the Loan and of this Deed of Trust and any other documents securing the Loan, including, without limitation, an increase in the interest rate payable under the Loan, a change in the maturity date and payment of an assumption or other fee, as a condition to giving such consent.

(b) No transfer permitted hereunder or otherwise permitted by Beneficiary shall release any member of Trustor or any entity comprising Trustor from any liability under the Loan Documents or under any other agreement executed in connection with the Loan without Beneficiary's prior written consent at the time of such transfer.

8.2 Prohibition of Liens. Trustor acknowledges that its ability to make payments due under the Loan is dependent upon the income received by Trustor from the Mortgaged Property, and its ability to make such payments may be materially lessened or the security of this Deed of Trust may be otherwise impaired in the event that any subsequent financing is obtained by Trustor and secured by a lien encumbering all or any part of the Mortgaged Property (any pledge, security agreement, mortgage or deed of trust creating such a lien shall be referred to herein as a "Subordinate Mortgage") whether or not the terms of such Subordinate Mortgage contemplate periodic payments. An Event of Default shall occur hereunder in the event that Trustor executes or delivers a Subordinate Mortgage without obtaining Beneficiary's prior written consent as required in the Loan Agreement (which consent may be given or withheld in Beneficiary's sole discretion), and upon any such occurrence, Beneficiary shall have the right, at its sole option, to declare all sums secured hereby immediately due and payable. Trustor acknowledges that Beneficiary may require a modification of the Loan Agreement, the Loan and of any of the documents securing the Loan, including, without limitation, an increase in the interest rate payable thereunder, a change in the maturity date and payment of a fee, as a condition to giving such consent.

9. Other Waivers, Rights and Obligations.

9.1 Authority to Modify Obligations. Beneficiary may from time to time, without notice, and without affecting the lien of this Deed of Trust or the liability of any other person or entity for any Secured Obligation, (a) release any person from any Secured Obligation, (b) extend the maturity or otherwise alter the terms of any Secured Obligation, (c) grant other indulgences, (d) release or reconvey any portion of the Mortgaged Property, (e) take or release any other security for any Secured Obligation, and/or (f) make compositions and other arrangements with debtors relating to any Secured Obligation.

9.2 Additional Security. Except as otherwise provided by law, the following shall apply: (a) no other collateral held as security for any Secured Obligation shall be affected by the execution of this Deed of Trust, and all such collateral shall be cumulative; (b) neither the taking of additional security nor the release or partial release of any security for any Secured Obligation shall affect the lien hereof or the liability of any obligor, endorser, guarantor or other surety in connection therewith; and (c) Beneficiary may, in its absolute discretion, enforce the sale of (or otherwise realize on) any other security for any Secured Obligation before, after, or concurrently with, any exercise of its remedies hereunder.

9.3 Survival of Warranties. Any representations and warranties set forth herein or otherwise made by Trustor in connection herewith shall survive the delivery and recording hereof and continue so long as any Secured Obligation remains outstanding.

9.4 Other Waivers By Trustor. Trustor hereby waives and releases (a) all benefits that might accrue to Trustor by virtue of any present or future laws excepting the Mortgaged Property, or any part of the proceeds arising from any sale thereof, from attachment, levy or sale under execution from civil process, or extension of time for payment; (b) the right to plead or assert any statute of limitations as a defense to the enforcement of (i) any Secured Obligation or (ii) this Deed of Trust, and (c) all rights which Trustor may now or hereafter have by reason of laws of the State of California pertaining to sureties; provided, however, that nothing contained herein shall be construed to be a waiver of Trustor's rights under Sections 2924, 2924b and 2924c of the California Civil Code, or under Sections 580 or 726 of the California Code of Civil Procedure.

Except as specifically set forth above, Trustor will not at any time insist upon, or plead, or in any manner whatever claim or take any benefit or advantage of any stay or extension or moratorium law and any exemption from execution or sale of the Mortgaged Property or any part thereof, whenever enacted, now or at any time hereafter in force, which may affect the covenants and terms of performance of this Deed of Trust; nor claim, take or insist upon any benefit or advantage of any law now or hereafter in force providing for the valuation or appraisal of the Mortgaged Property or any part hereof, prior to any sale or sales thereof which may be made pursuant to any provision herein, or pursuant to the decree, judgment or order of any court of competent jurisdiction; nor after any such sale or sales, and to the extent permitted by law, claim or exercise any right under any statute heretofore or hereafter enacted to redeem the property so sold, or any part thereof, and Trustor hereby expressly waives all benefits or advantages of any such law or laws, and covenants not to hinder, delay or impede the execution of any power herein granted or delegated to Beneficiary, but to suffer and permit the execution of every power as though no such law or laws had been made or enacted.

9.5 Subrogation to Lienholder Rights. To the extent that proceeds of the Loan are used to pay any outstanding lien, charge or encumbrance against the Mortgaged Property, Beneficiary shall be subrogated to all rights and liens held by the owner or holder of such lien, charge or encumbrance, regardless of whether such lien, charge or encumbrance is released.

9.6 Nonliability of Beneficiary. No assignment to Beneficiary hereunder of any real or personal property and rights or benefits, or any rights under a lease, sublease or other document shall be construed to impose any obligation or liability upon Beneficiary in connection therewith.

9.7 Partial Invalidity of Lien. If the lien of this Deed of Trust is invalid or unenforceable as to any part of the Secured Obligations or any part of the Mortgaged Property, the unsecured or partially secured portion of such obligations shall be completely paid prior to the payment of the remaining and secured or partially secured portion of such obligations, and all payments made on the Secured Obligations, whether voluntary or under foreclosure or other enforcement action or procedure, shall be first applied against that portion of such obligations which is not secured or fully secured by the lien of this Deed of Trust.

9.8 Performance of Secured Obligations. Trustor shall pay and perform each of the Secured Obligations when due.

9.9 Waiver of Lien. In accordance with California Code of Civil Procedure Section 726.5, Beneficiary may waive its lien against the Mortgaged Property or any portion thereof, together with fixtures or personal property thereon, to the extent such property is found to be environmentally impaired, and may exercise any and all rights and remedies of an unsecured creditor against Trustor and all of Trustor's assets and property for the recovery of any deficiency, including, without limitation, seeking an attachment order under California Code of Civil Procedure Section 483.010. No such waiver shall be final or binding on Beneficiary unless and until a final money judgment is obtained against Trustor. As between Beneficiary and Trustor, for purposes of California Code of Civil Procedure Section 726.5, Trustor shall have the burden of proving that the release or threatened release was not knowingly or negligently caused or contributed to, or knowingly or willfully permitted or acquiesced to by Trustor or any related party (or any affiliate or agent of Trustor or any related party) and that Trustor made written disclosure of the release to Beneficiary or that Beneficiary otherwise obtained actual knowledge thereof prior to the making of the loan evidenced by the Loan. Notwithstanding anything to the contrary contained in this Deed of Trust or the Loan Agreement, Trustor shall be fully and personally liable for all judgments and awards entered against Trustor pursuant to California Code of Civil Procedure Section 726.5 and such liability shall be an exception to any nonrecourse or exculpatory provision in this Deed of Trust or the Loan Agreement and shall not be limited to the original principal amount of the obligations secured by this Deed of Trust. Trustor's obligations hereunder shall survive the foreclosure, deed in lieu of foreclosure, release, reconveyance or any other transfer of the Mortgaged Property or this Deed of Trust. For the purpose of any action brought under this Section, Trustor hereby waives the defense of laches and any applicable statute of limitations. For purposes of California Code of Civil Procedure Section 726.5, the acts, knowledge and notice of each "726.5 Party" shall be attributed to and be deemed to have been performed by the party or parties then obligated on and liable for payment of the Loan. As used herein, "726.5 Party" shall mean Trustor, any successor owner to Trustor of all or any portion of the Mortgaged Property, any related party of Trustor or any such successor and any affiliate or agent of Trustor, any such successor or any such related party.

9.10 Action for Environmental Claims. In accordance with, and subject to limitations of, California Code of Civil Procedure Section 736, Beneficiary may seek a judgment that Trustor has breached its covenants, representations and/or warranties with respect to the environmental matters contained in Section 12 of this Deed of Trust (the "Environmental Provisions"), and may commence and maintain an action or actions in any court of competent jurisdiction for enforcement of the Environmental Provisions and/or recovery of any all costs, damages, expenses, fees, penalties, fines, judgments, indemnification payments to third parties, and other out-of-pocket costs or expenses (including, without limitation, court costs, consultants' fees and attorneys' fees, whether incurred in litigation or not and whether before or after judgment), incurred or advanced by Beneficiary pursuant to the Environmental Provisions (collectively, the "Environmental Costs"), excluding, however, any Environmental Costs not

permitted to be recovered pursuant to Section 736 of the California Code of Civil Procedure. Environmental Costs that are not permitted to be recovered pursuant to Section 736 may be referred to hereinafter as the "Unsecured Environmental Costs," and Environmental Costs other than the Unsecured Environmental Costs may be referred to hereinafter as the "Secured Environmental Costs". Any Unsecured Environmental Costs shall not be secured by this Deed of Trust. All Secured Environmental Costs together with interest thereon at the average rate then in effect under the Loan shall be secured by this Deed of Trust and shall enjoy the same priority as the original principal amount of the Loan. Trustor acknowledges and agrees that notwithstanding any term or provision contained in this Deed of Trust or in the Loan Agreement, Environmental Costs shall be exceptions to any nonrecourse or exculpatory provision, if any, and Trustor shall be fully and personally liable for Environmental Costs. Such liability shall not be limited to the original principal amount of the obligations secured by this Deed of Trust. Trustor's obligations hereunder shall survive foreclosure, deed in lieu of foreclosure, release, reconveyance or any other transfer of the Mortgaged Property or this Deed of Trust. For the purposes of any action brought under this subparagraph, Trustor hereby waives the defense of laches and any applicable statute of limitations.

9.11 Waiver of Right of Offset. No portion of the Secured Obligations shall be or be deemed to be offset or compensated by all or any part of any claim, cause of action, counterclaim or cross-claim, whether liquidated or unliquidated, which Trustor may have or claim to have against Beneficiary. Trustor waives, to the fullest extent permitted by applicable law, the benefits of California Code of Civil Procedure Section 431.70, which provides:

Where cross-demands for money have existed between persons at any point in time when neither demand was barred by the statute of limitations, and an action is thereafter commenced by one such person, the other person may assert in the answer the defense of payment in that the two demands are compensated so far as they equal each other, notwithstanding that an independent action asserting the person's claim would at the time of filing the answer be barred by the statute of limitations. If the cross-demand would otherwise be barred by the statute of limitations, the relief accorded under this section shall not exceed the value of the relief granted to the other party. The defense provided by this section is not available if the cross-demand is barred for failure to assert it in a prior action under Section 426.30. Neither person can be deprived of the benefits of this section by the assignment or death of the other. For the purposes of this section, a money judgment is a "demand for money" and, as applied to a money judgment, the demand is barred by the statute of limitations when enforcement of the judgment is barred under Chapter 3 (commencing with Section 683.010) of Division I of Title 9.

10. Events of Default. The occurrence of any of the following, whatever the reason therefor, shall constitute an "Event of Default" hereunder:

10.1 The occurrence of any "Event of Default" under the Loan Agreement (after any applicable notice and cure period); or

10.2 Trustor shall fail to pay any amount owing under this Deed of Trust when due; or

10.3 Trustor shall fail to observe or perform any other obligation contained in this Deed of Trust, and such failure is not cured within fifteen (15) days after Beneficiary gives Trustor written notice of such failure; or

10.4 Any written representation or disclosure made to Beneficiary by Trustor or any guarantor of any indebtedness secured hereby in connection with or as an inducement to the making of the Loan shall prove to be false or misleading in any material respect as of the time the same was made, whether or not any such representation or disclosure appears as part of this Deed of Trust; or

10.5 Any other event shall occur which, under this Deed of Trust, or under the Loan, or any documents securing said Loan, constitutes a default by Trustor hereunder or thereunder after the expiration of applicable cure periods or gives Beneficiary the right to accelerate maturity of the indebtedness, or any part thereof, secured hereby.

11. Remedies. Upon the occurrence of any Event of Default, Trustee and Beneficiary shall have the following rights and remedies:

11.1 Acceleration. Beneficiary may declare the entire principal amount of the Loan then outstanding (if not then due and payable), and accrued and unpaid interest thereon, and all other sums or payments required thereunder, to be due and payable immediately, and notwithstanding the stated maturity in the Loan, the principal amount of the Loan and the accrued and unpaid interest thereon and all other sums or payments required thereunder, shall thereupon become and be immediately due and payable.

11.2 Entry. Irrespective of whether Beneficiary exercises the option provided in Section 11.1 above, Beneficiary in person or by agent or by court-appointed receiver may enter upon, take possession of, manage and operate the Mortgaged Property or any part thereof and do all things necessary or appropriate in Beneficiary's sole discretion in connection therewith, including without limitation making and enforcing, and if the same be subject to modification or cancellation, modifying or canceling leases upon such terms or conditions as Beneficiary deems proper, obtaining and evicting tenants, and fixing or modifying rents, contracting for and making repairs and alterations, and doing any and all other acts which Beneficiary deems proper to protect the security hereof; and either with or without so taking possession, in its own name or in the name of Trustor or by court appointed receiver, suing for or otherwise collecting and receiving the Rents, including those past due and unpaid, and applying the same less costs and expenses of operation and collection, including reasonable attorneys' fees, upon any indebtedness secured hereby, and in such order as Beneficiary may determine. Upon request of Beneficiary, Trustor shall assemble and make available to Beneficiary at the site of the real property covered hereby any of the Mortgaged Property which has been removed therefrom. The entering upon and taking possession of the Mortgaged Property, or any part thereof, the collection of any Rents and the application thereof as aforesaid shall not cure or waive any default theretofore or thereafter occurring or affect any notice or default hereunder or invalidate any act done pursuant to any such default or notice, and, notwithstanding continuance in possession of the Mortgaged Property or any part thereof by Beneficiary, Trustor or a receiver, and the collection, receipt and application of the Rents, Beneficiary shall be entitled to exercise every right provided for in this Deed of Trust or by law or in equity upon or after the occurrence of a default, including without limitation the right to exercise the power of sale. Any of the actions referred to in this Section may be taken by Beneficiary irrespective of whether any notice of default or election to sell has been given hereunder and without regard to the adequacy of the security for the indebtedness hereby secured.

11.3 Judicial Action. Beneficiary may bring an action in any court of competent jurisdiction to foreclose this instrument or to enforce any of the covenants and agreements hereof.

11.4 Power of Sale. Beneficiary may elect to cause the Mortgaged Property or any part thereof to be sold under the power of sale herein granted in any manner permitted by applicable law.

(a) Sales of Personal Property. In connection with any sale or sales hereunder, Beneficiary may elect to treat any of the Mortgaged Property which consists of a right in action or which is property that can be severed from the real property covered hereby or any improvements thereon without causing structural damage thereto as if the same were personal property, and dispose of the same in accordance with applicable law, separate and apart from the sale of real property. Any sale of any personal property hereunder shall be conducted in any manner permitted by the Uniform Commercial Code.

(b) Sales of Real Property. Should Beneficiary elect to sell the Mortgaged Property, or any part thereof, which is real property or which Beneficiary has elected to treat as real property as provided above, Beneficiary or Trustee shall give such notice of default and election to sell as may then be required by law. Thereafter, upon the expiration of such time and the giving of such notice of sale as may then be required by law, and without the necessity of any demand on Trustor, Trustee, at the time and place specified in the notice of sale, shall sell said real property or part thereof at public auction to the highest bidder for cash in lawful money of the United States. Trustee may, and upon request of Beneficiary shall, from time to time, postpone any sale hereunder by public announcement thereof at the time and place noticed therefor.

(c) Single or Multiple Foreclosure Sales. If the Mortgaged Property consists of several lots, parcels or items of property, Beneficiary may, in its sole discretion: (i) designate the order in which such lots, parcels or items shall be offered for sale or sold, or (ii) elect to sell such lots, parcels or items through a single sale, or through two or more successive sales, or in any other manner Beneficiary deems in its best interest. Should Beneficiary desire that more than one sale or other disposition of the Mortgaged Property be conducted, Beneficiary may, at its option, cause the same to be conducted simultaneously, or successively, on the same day, or at such different days or times and in such order as Beneficiary may deem to be in its best interests, and no such sale shall terminate or otherwise affect the lien of this Deed of Trust on any part of the Mortgaged Property not sold until all indebtedness secured hereby has been fully paid.

In the event Beneficiary elects to dispose of the Mortgaged Property through more than one sale Trustor agrees to pay the costs and expenses of each such sale and of any judicial proceedings wherein the same may be made, including reasonable compensation to Trustee and Beneficiary, their agents and counsel, and to pay all expenses, liabilities and advances made or incurred by Trustee with such sale or sales, together with interest on all such advances made by Trustee at the lower of the average interest rate set forth in the Bonds or the maximum rate permitted by law to be charged by Trustee.

(d) Credit Bid. Any person, including Trustor, Trustee or Beneficiary, may purchase at any sale hereunder, and Beneficiary shall have the right to purchase at any sale hereunder by crediting upon the bid price the amount of all or any part of the indebtedness hereby secured.

(e) Transfers Upon Foreclosure Sales. Upon any sale hereunder, Trustee shall execute and deliver to the purchaser or purchasers a deed or deeds

conveying the property so sold, but without any covenant or warranty whatsoever, express or implied, whereupon such purchaser or purchasers shall be let into immediate possession; and the recitals in any such deed or deeds of fact, such as default, the giving of notice of default and notice of sale, and other facts affecting the regularity or validity of such sale or disposition, shall be conclusive proof of the truth of such facts and any such deed or deeds shall be conclusive against all persons as to such facts recited therein.

(f) Effect on Insurance Policies. In the event of foreclosure of this Deed of Trust, or other transfer of title to the Mortgaged Property in extinguishment of the indebtedness secured hereby, all right, title and interest of the Trustor in and to any insurance policies then in force shall pass to the purchaser or grantee. In the event that prior to the extinguishment of the indebtedness any claim under any hazard insurance policies has not been paid and distributed in accordance with the terms of this Deed of Trust, and any such claim shall be paid after the extinguishment of the indebtedness secured hereby, and the foreclosure of this Deed of Trust, or other transfer of title to the Mortgaged Property covered hereby, shall have resulted in extinguishing the indebtedness secured hereby for an amount less than the total of the unpaid principal balance together with accrued interest plus cost and disbursement at the time of the extinguishment of the indebtedness secured hereby, then and in that event that portion of the payment in satisfaction of the claim which is equal to the difference between the total amount above referred to and the amount in extinguishment of the indebtedness secured hereby shall belong to and be the property of the Beneficiary and shall be paid to Beneficiary, and Trustor hereby assigns, transfers and sets over to the Beneficiary all of the Trustor's right, title and interest in and to said sum. The balance, if any, shall belong to Trustor. Notwithstanding the above, Trustor shall retain an interest in the insurance policies above described during any redemption period.

11.5 Proceeds of Sale. The proceeds of any sale made under or by virtue of this Section 11, together with all other sums which then may be held by Trustee or Beneficiary under this Deed of Trust, whether under the provisions of this Section 11 or otherwise, shall be applied as follows:

FIRST: To the payment of the costs and expenses of sale and of any judicial proceedings wherein the same may be made, including reasonable compensation to Trustee and Beneficiary, their agents and counsel, and to the payment of all expenses, liabilities and advances made or incurred by Trustee under this Deed of Trust, together with interest on all advances made by Trustee at the average interest rate set forth in the Loan or, if the maximum rate permitted by law to be charged by Trustee is greater than the average interest rate set forth in the Loan, at said maximum rate.

SECOND: To the payment of any and all sums expended by Beneficiary under the terms hereof, not then repaid, with accrued interest at the rate set forth in the Loan, and all other sums (except advances of principal and interest thereon) required to be paid by Trustor pursuant to any provisions of this Deed of Trust, or the Loan, or under or with respect to any other Secured Obligations, including, without limitation, all expenses, liabilities and advances made or incurred by Beneficiary under this Deed of Trust or in connection with the enforcement thereof, together with interest thereon as herein provided.

THIRD: To the payment of the entire amount then due, owing or unpaid for principal and interest upon the Loan, with interest on the unpaid principal at the rate set forth therein from the date of advancement thereof until the same is paid in full and, in the event any such proceeds shall be insufficient to pay the entire amount so due, then first to the payment of interest and then to the payment of principal.

FOURTH: The remainder, if any, to the person or persons legally entitled thereto.

11.6 Waiver of Marshaling. Trustor, for itself and for all persons hereafter claiming through or under it or who may at any time hereafter become holders of liens junior to the lien of this Deed of Trust, hereby expressly waives and releases all rights to direct the order in which any of the Mortgaged Property shall be sold in the event of any sale or sales pursuant hereto and to have any of the Mortgaged Property and/or any other property now or hereafter constituting security for any of the indebtedness secured hereby marshalled upon any foreclosure of this Deed of Trust or of any other security for any of said indebtedness.

11.7 Remedies Cumulative. No remedy herein conferred upon or reserved to Trustee or Beneficiary is intended to be exclusive of any other remedy herein, in the Loan Documents, or by law provided, but each shall be cumulative and shall be in addition to every other remedy given hereunder or now or hereafter existing at law or in equity or by statute. No delay or omission of Trustee or Beneficiary to exercise any right or power accruing upon any Event of Default shall impair any right or power or shall be construed to be a waiver of any Event of Default or any acquiescence therein; and every power and remedy given by this Deed of Trust or the Loan Documents to Trustee or Beneficiary may be exercised from time to time as often as may be deemed expedient by Trustee or Beneficiary. If there exists additional security for the performance of the obligations secured hereby, the Beneficiary, at its sole option, and without limiting or affecting any of its rights or remedies hereunder, may exercise any of the rights and remedies to which it may be entitled hereunder either concurrently with whatever rights and remedies it may have in connection with such other security or in such order as it may determine. Any application of any amounts or any portion thereof held by Beneficiary at any time as additional security hereunder, whether pursuant to Section 5, 6 or Section 11.2 hereof or otherwise, to any indebtedness secured hereby shall not extend or postpone the due dates of any payments due from Trustor to Beneficiary hereunder or under the Loan Documents, or change the amounts of any such payments or otherwise be construed to cure or waive any default or notice of default hereunder or invalidate any act done pursuant to any such default or notice. In the event Beneficiary shall have proceeded to enforce any right under this Mortgage by foreclosure, sale, entry or otherwise, and such proceedings shall have been discontinued or abandoned for any reason or shall have been determined adversely, then, and in every such case, Trustor and Beneficiary shall be restored to their former positions and rights hereunder with respect to the Mortgaged Property subject to the lien hereof.

11.8 Receivership. Beneficiary shall have the right to have a receiver appointed to enter into possession of the Mortgaged Property, collect the Rents therefrom and apply the same as the court may direct. Beneficiary shall be entitled to the appointment of a receiver as a matter of right without notice and without the necessity of proving either the inadequacy of the security or the insolvency of Trustor or any other person who may be legally or equitably liable to pay money secured by this Deed of Trust and Trustor and each such person shall be deemed to have waived such proof and to have consented to the appointment of such receiver. Should Beneficiary or any receiver collect Rents from the Mortgaged Property, the monies so collected shall not be substituted for payment of the Secured Obligations, nor can they be used to cure an Event of Default, without the prior written consent of Beneficiary. Beneficiary shall not be liable to account for Rents not actually received by Beneficiary.

11.9 Specific Performance. Beneficiary shall have the right to institute an action for specific performance of any covenant contained herein or in aid of the execution of any power herein granted, except for any action for nonpayment of any amounts due hereunder.

11.10 Release of Mortgaged Property. Beneficiary, in its sole discretion, shall have the right to release for such consideration as Beneficiary may require any portion of the Mortgaged Property, without in any way impairing or affecting the lien of this Deed of Trust, or the priority thereof, or improving the position of any subordinate lienholder with respect thereto, except to the extent that the Secured Obligations shall have been reduced by the actual monetary consideration, if any, received by Beneficiary for such release; and shall have the right to accept by assignment or pledge any other property in place thereof as Beneficiary may require without being accountable for so doing to any other lienor.

11.11 Request for Notice. Trustor hereby requests that a copy of any notice of default and a copy of any notice of sale hereunder be mailed to it at the address set forth in the first paragraph of this Deed of Trust.

12. Environmental Matters; Notice; Indemnity.

12.1 Definitions. For purposes of this Section 12:

1. "Property" means: The Mortgaged Property, including improvements now and hereafter situated thereon or thereunder, construction material used in such improvements, surface and subsurface soil and water, areas leased to tenants, and all business, uses, and operations thereon.

2. "Environmental Laws" means:

(A) any federal statute, law, code, rule, regulation, ordinance, order, standard, permit, license or requirement (including consent decrees, judicial decisions and administrative orders) together with all related amendments, implementing preservation, conservation or regulation of the environment, regulations and reauthorizations, pertaining to the protection, preservation, conservation or regulation of the environment, including but not limited to: the Comprehensive Environmental Response, Compensation, and Liability Act, 42 U.S.C §9601 et seq. ("CERCLA"); the Resource Conservation and Recovery Act, 42 U.S.C. §6901 et seq. ("RCRA"); the Toxic Substances Control Act, 15 U.S.C. §2601 et seq. ("TOSCA"); the Clean Air Act, 42 U.S.C. §7401 et seq.; and the Clean Water Act, 33 U.S.C. §1251 et seq.;

(B) any state or local statute, law, code, rule, regulation, ordinance, order, standard, permit, license or requirement (including consent decrees, judicial decisions and administrative orders) together with all reauthorizations, pertaining to the protection, preservation, conservation or regulation of the environment, including but not limited to the applicable provisions of the California Health and Safety Code;

(C) any federal, state or local legislation enacted in the future pertaining to the protection, preservation, conservation or regulation of the environment, and all related amendments, implementing regulations and reauthorizations.

3. "Hazardous Material" means:

(A) "hazardous substances" as defined by CERCLA;

(B) “hazardous wastes”, as defined by RCRA;

(C) any pollutant or contaminant, or hazardous, dangerous or toxic chemical, material, waste or substance (“pollutant”) within the meaning of Environmental Laws, which Environmental Laws prohibit, limit or otherwise regulate the use, exposure, release, generation, manufacture, sale, transport, handling, storage, treatment, reuse, presence, disposal or recycling of such pollutant;

(D) petroleum, crude oil or any fraction of petroleum or crude oil;

(E) any radioactive material, including any source, special nuclear or by-product material, as defined at 42 U.S.C. §2011 et seq., and amendments thereto and reauthorizations thereof;

(F) asbestos-containing materials in any form or condition (“ACM”);

(G) polychlorinated biphenyls (“PCB”); and

(H) methane gas or any related substance.

4. “Environmental Actions” means the following but only with respect to matters which arise as a result of actions taken by the Trustor subsequent to the execution hereof:

(A) any notice of violation, correspondence, complaint, claim, citation, demand, inquiry or inquiries, report, action, assertion of potential responsibility, lien, encumbrance, or proceeding regarding the Mortgaged Property, whether formal or informal, absolute or contingent, matured or unmatured, brought or issued by any governmental unit, agency, or body, or any person or entity respecting:

(i) Environmental Laws;

(ii) public health risks;

(iii) the environmental condition of the Mortgaged Property, or any portion thereof, or any property contiguous to the Mortgaged Property of which Trustor has knowledge, including actual or alleged damage or injury to wildlife, biota, air, surface or subsurface soil or water, or other natural resources; or

(iv) the use, exposure, release, generation, manufacture, transportation to or from, handling, storage, treatment, recycling, reclamation, reuse, disposal or presence of Hazardous Material either on the Mortgaged Property or transported off-site for sale, treatment, storage, recycling, reclamation, reuse or disposal;

(B) any violation or claim of violation of any Environmental Laws by Trustor or any predecessor to Trustor in the chain of title to the Mortgaged Property;

(C) any lien for damages caused by, or the recovery of any costs incurred for the investigation, remediation or cleanup of any release or threatened release of Hazardous Material with respect to the Mortgaged Property; or

(D) the destruction or loss of use of all or any portion of the Mortgaged Property, or the injury, illness or death of any officer, director, employee, agent, representative, tenant or invitee of Trustor or any other person arising from or caused by the environmental condition of the Mortgaged Property.

5. "Remedial Work" means:

Any investigation, site monitoring, containment, cleanup, removal, restoration or other remedial work.

12.2 Representations and Warranties. Except with respect to matters known and disclosed by the Trustor at the time of execution hereof, Trustor hereby represents and warrants to Beneficiary and Trustee:

1. Compliance. To the best of Trustor's knowledge, the Mortgaged Property and Trustor are in compliance with all Environmental Laws. All required governmental permits and licenses are in effect, and Trustor is in compliance therewith. Trustor has not received any notice of any Environmental Action respecting either the Mortgaged Property or any off-site facility to which has been sent any such Hazardous Material for off-site treatment, recycling, reclamation, reuse, handling, storage or disposal.

2. Absence of Hazardous Material. Except as has been disclosed on the Environmental Report Phase I for the Mortgaged Property, no use, exposure, release, generation, manufacture, storage, treatment, transportation or disposal of Hazardous Material is occurring, or, to the best of Trustor's knowledge, has occurred on or from the Mortgaged Property. No environmental, public health or safety hazards exist with respect to the Mortgaged Property. No underground storage tanks (including petroleum storage tanks) are present on or under the Mortgaged Property.

3. Proceeding and Actions. There are no pending or threatened Environmental Actions to which Trustor is a party or which relate to the Mortgaged Property.

4. Waters of the United States. No part of the Land on which Improvements are located contains "waters of the United States," as defined in 33 CFR 328, and Trustor will not discharge dredged or fill material into waters of the United States as such activity is described and regulated by Section 404 of the Clean Water Act, 33 U.S.C. 1344.

12.3 Trustor Covenants. Except with respect to matters known and disclosed by the Trustor at the time of execution hereof, Trustor hereby covenants and agrees with Beneficiary and Trustee as follows:

1. Compliance. Trustor shall comply with all Environmental Laws and cause the Mortgaged Property to comply with all Environmental Laws. All governmental permits and licenses required under any Environmental Laws shall remain in effect or shall be renewed in a timely manner, and Trustor shall comply therewith. Trustor shall satisfy all

requirements of applicable Environmental Laws for the registration, operation, maintenance and removal of all underground storage tanks on the Mortgaged Property, if any.

2. Absence of Hazardous Material. No Hazardous Material shall be introduced to or used, stored, generated, presented, or handled on the Mortgaged Property except for de minimus amounts of such materials that are routinely used in the operation and rehabilitation of residential housing in accordance with applicable laws and regulations.

3. Environmental Actions. Trustor shall immediately notify Beneficiary and Trustee of all Environmental Actions and provide Beneficiary and Trustee with copies of all written notices, complaints, correspondence and other documents relating thereto within five (5) days of Trustor's receipt of the same. Trustor shall immediately and diligently pursue the cure and dismissal with prejudice of all Environmental Actions to the satisfaction of Beneficiary and Trustee, and Trustor shall keep the Mortgaged Property free of any encumbrance arising from any judgment, liability or lien imposed pursuant to any Environmental Actions.

4. Future Environmental Audits. Trustor shall provide such information and certifications which Beneficiary or Trustee may request from time to time to insure Trustor's compliance with this Section 12. Beneficiary or Trustee shall have the right, at any time, but no obligation, to enter upon the Mortgaged Property, take samples, cause an environmental site assessment to be performed, review Trustor's books and records, interview Trustor's employees and officers, and conduct such other activities as Beneficiary, in its sole and absolute discretion, deems appropriate to ensure Trustor's compliance with each and every term, covenant and condition of this Section 12. Trustor shall cooperate fully in the conduct of such an audit. Trustor shall pay, upon demand, all costs and expenses connected with such audit, which, until paid, shall become additional indebtedness secured by the Loan Documents. Nothing in this Section 12 shall give or be construed as giving Beneficiary or Trustee the right to direct or control Trustor's actions in complying with Environmental Laws.

12.4 Right to Rely. Beneficiary is entitled to rely upon Trustor's representations, warranties and covenants contained in this Section 12 despite any independent investigations by Beneficiary or its consultants. Trustor shall take all necessary actions to determine for itself, and to remain apprised of, the environmental condition of the Mortgaged Property. Trustor shall have no right to rely upon any independent environmental investigations or findings made by Beneficiary, or Beneficiary's or Trustee's consultants.

12.5 Indemnification. The term "Beneficiary's Environmental Liability" shall mean any and all losses, liabilities, obligations, penalties, claims, fines, lost profits, litigation, demands, defenses, costs, judgments, suits, proceedings, damages (including consequential, punitive and exemplary damages), disbursements or expenses of any kind or nature whatsoever (including reasonable attorneys' fees and expenses prior to and at trial and appellate levels and experts' fees and expenses reasonably incurred in investigating, defending, settling or prosecuting any litigation, claim or proceeding) which may at any time be imposed upon, incurred by or asserted or awarded against Trustee, Beneficiary, or any of Trustee's or Beneficiary's parent and subsidiary corporations, and their affiliates, shareholders, directors, officers, employees, and agents (collectively, "Affiliates") in connection with or arising from:

1. any Hazardous Material on, in, under or affecting (i) all or any portion of the Mortgaged Property, or (ii) any other property contiguous to the Mortgaged Property and generated by the Mortgaged Property;

2. any misrepresentation, inaccuracy or breach of any warranty, covenant or agreement in any material respect contained or referred to in this Section 12;

3. any violation or claim of violation by Trustor of any Environmental Law relating to the Mortgaged Property or any property contiguous to the Mortgaged Property;

4. the imposition of any lien for damages caused by, or the recovery of any costs incurred for the cleanup of, any release or threatened release of Hazardous Material on, in, under, affecting or from the Mortgaged Property; or

5. any Environmental Actions.

Trustor shall, at Trustor's sole cost and expense, indemnify, defend (at trial and appellate levels and with counsel, experts and consultants satisfactory to Trustee and Beneficiary) and hold Trustee and Beneficiary and their Affiliates free and harmless from and against Beneficiary's Environmental Liability (collectively, "Trustor's Indemnification Obligations").

Trustor and Trustor's successors and assigns, hereby waive, release and agree not to make any claim or bring any cost recovery action against Trustee or Beneficiary relating to the Secured Obligations or the Mortgaged Property under or with respect to any Environmental Laws. To the extent that Trustee or Beneficiary is strictly liable under any Environmental Law or Environmental Action, Trustor's obligation to Trustee or Beneficiary under the foregoing indemnity shall likewise be without regard to fault on the part of Trustor, Trustee or Beneficiary with respect to the violation or condition which results in liability to Trustee or Beneficiary.

Notwithstanding anything herein to the contrary Trustor's Indemnification Obligations shall survive, without limitation, the maturity date of the Loan, the repayment of the Secured Obligations, any transfer of the Mortgaged Property by Trustor, including by foreclosure or by a deed-in-lieu of foreclosure, and the reconveyance of this Deed of Trust, and shall expire upon the earliest applicable statute of limitation to expire.

12.6 Environmental Notification. As of the date of this Deed of Trust (i) Beneficiary has asked Trustor whether Trustor or any affiliate or agent of Trustor or any related party of any of the foregoing has any actual knowledge or notice of the release or threatened release of any hazardous substance (as defined in California Code of Civil Procedure Section 736.5(e)(4)) on, under or about the Mortgaged Property; and (ii) except as disclosed in the Environmental Report Phase I, neither Trustor nor any affiliate or agent of Trustor nor any related party of any of the foregoing has any such actual knowledge or notice. In the event of a breach of any of the foregoing representations, Beneficiary shall have the right, without limitation, to pursue its remedies under California Code of Civil Procedure Section 736. Trustor's obligations to Beneficiary with respect to environmental matters shall not be reduced, excused or discharged as a result of a full credit bid by Beneficiary at a foreclosure sale of the Mortgaged Property in the amount of all other Secured Obligations. Beneficiary shall have the right to allocate amounts recovered on the Secured Obligations first, to those portions of the Secured Obligations other than amounts recoverable under California Code of Civil Procedure Section 736, and last, to amounts recoverable under California Code of Civil Procedure Section 736. Any notice of sale issued with respect to any trustee's sale under the Deed of Trust shall be automatically deemed to include a reservation of Beneficiary's rights to proceed against Trustor after the Trustee's sale with respect to claims arising out of a breach of the representations set forth in this Section 12.

13. Miscellaneous Provisions.

13.1 Execution of Reconveyances and Other Instruments by Trustee.

Upon written request of Beneficiary from time to time and upon payment of Trustee's fees and costs in connection therewith and, if reasonably required by Trustee, upon presentation of this Deed of Trust for endorsement, Trustee shall, without affecting the personal liability of any person with respect to any Secured Obligation or the lien of this Deed of Trust upon the remainder of the Mortgaged Property, (i) reconvey to "the person(s) legally entitled thereto," without warranty, any portion of the Mortgaged Property then held hereunder, (ii) consent in writing to the making of any map or plat thereof, (iii) join in granting any easement thereon, or (iv) join in any extension agreement, agreement subordinating the lien or charge hereof, or other agreement or document relating hereto or to the Mortgaged Property.

13.2 Appointment of Successor Trustee.

Trustee or any successor acting hereunder may resign and thereupon be discharged of the trusts hereunder upon 30 days' prior written notice to Beneficiary. Regardless of whether such resignation occurs, Beneficiary may from time to time substitute a successor or successors to any Trustee. If permitted by law, Beneficiary may substitute such successor or successors by recording a document executed by Beneficiary and containing the name of the original Trustor and Beneficiary hereunder, the book and page where this Deed of Trust is recorded (and/or instrument number, as applicable) and the name of the new Trustee, in which event such successor Trustee or Trustees shall, without conveyance from the predecessor Trustee, succeed to all its estate, rights and duties hereunder.

13.3 Trust Irrevocable; Acceptance by Trustee.

The trust created hereby is irrevocable by Trustor. Trustee accepts this trust when this Deed of Trust is recorded in the Official Records.

13.4 Statements by Trustor.

Trustor shall, within 10 days following Beneficiary's demand from time to time, deliver to Beneficiary a written statement setting forth all outstanding amounts secured by this Deed of Trust and stating whether any offset or defense exists against such amounts.

13.5 Beneficiary Statements.

For any statement or accounting requested by Trustor or any other entitled person pursuant to Section 2943 or Section 2954 of the California Civil Code or any other provision of applicable law, or for any other document furnished to Trustor by Beneficiary, Beneficiary may charge the maximum amount then permitted by law or, if there is no such maximum, then in accordance with Beneficiary's reasonable and customary charges therefor or the actual cost reasonably incurred by Beneficiary, whichever is greater.

13.6 Notices.

All notices, demands, approvals and other communications provided for herein shall be in writing and be sent or delivered to the appropriate party at the address set forth in the first paragraph of this Deed of Trust. Copies of notices to Trustor shall be sent to

Stanislaus Regional Housing Authority
1612 Sisk Road
Modesto, CA 95350
Attention: Executive Director

Copies of notices to Beneficiary shall be sent to:

The Bank of New York Mellon Trust Company, N.A.
333 South Hope Street, Suite 2525
Los Angeles, CA 90071
Attention: Corporate Trust Department

Addresses for notice may be changed from time to time by written notice to all other parties. All communications shall be effective when actually received; provided, however, that non-receipt of any communication as the result of a change of address of which the sending party was not notified or as the result of a refusal to accept delivery shall be deemed receipt of such communication, at the time delivery was attempted.

13.7 Amendments. This Deed of Trust cannot be modified except by an instrument in writing signed by the party against whom enforcement of any waiver or other modification is sought. A copy of any such document shall be sent by such party to all other parties.

13.8 Headings. Article and section headings are included in this Deed of Trust for convenience of reference only and shall not be used in construing this Deed of Trust.

13.9 Severability of Provisions. Every provision of this Deed of Trust is intended to be severable. In the event that any provision hereof is declared to be invalid or unenforceable for any reason by a court of competent jurisdiction, such invalidity or unenforceability shall not affect the remaining provisions hereof.

13.10 Governing Law; Jury Trial. This Deed of Trust shall be governed by and construed in accordance with the laws of the State of California. TRUSTOR HEREBY WAIVES THE RIGHT TO A TRIAL BY JURY IN ANY ACTION OR PROCEEDING BASED UPON, OR RELATED TO, THE SUBJECT MATTER OF THIS AGREEMENT. THIS WAIVER IS KNOWINGLY, INTENTIONALLY, AND VOLUNTARILY MADE BY TRUSTOR, AND TRUSTOR ACKNOWLEDGES THAT BENEFICIARY HAS NOT MADE ANY REPRESENTATIONS OF FACT TO INDUCE THIS WAIVER OF TRIAL BY JURY OR IN ANY WAY TO MODIFY OR NULLIFY ITS EFFECT. TRUSTOR FURTHER ACKNOWLEDGES THAT TRUSTOR HAS BEEN REPRESENTED (OR HAS HAD THE OPPORTUNITY TO BE REPRESENTED) IN THE SIGNING OF THIS AGREEMENT AND IN THE MAKING OF THIS WAIVER BY INDEPENDENT LEGAL COUNSEL, SELECTED BY TRUSTOR, AND THAT TRUSTOR HAS HAD THE OPPORTUNITY TO DISCUSS THIS WAIVER WITH COUNSEL.

13.11 Joint and Several Obligations. Should this Deed of Trust be signed by more than one party, all obligations of the signatories contained herein shall be deemed to be the joint and several obligations of each such party.

13.12 Interpretation. In this Deed of Trust the singular shall include the plural and the masculine shall include the feminine and neuter and vice versa, if the context so requires. Any reference to any Loan Document or other document shall include such document both as originally executed and as it may from time to time be modified. References herein to Articles, Sections and Exhibits shall be construed as references to this Deed of Trust unless a different document is named, and references to subparagraphs shall be construed as references to the same Section in which the reference appears. The term "document" is used in its broadest

sense and encompasses agreements, certificates, opinions, consents, instruments and other written material of every kind. The terms "including" and "include" mean "including (include) without limitation." The term "any," as a modifier to any noun, shall be construed to mean "any and/or all" preceding the same noun in the plural. The term "agreement" includes both written and oral agreements. The terms "modify" and "modification," when used with reference to any document or obligation, include amendments, supplements, renewals, extensions, waivers, terminations and other modifications of every kind. The terms "law" and "laws," unless otherwise modified, mean, collectively, all federal, state and local laws, rules, regulations, codes and administrative and judicial precedents. The word "person" includes corporations, partnerships and other forms of association. The terms "herein," "hereunder" and other similar compounds of the word "here" refer to this entire Deed of Trust and not to any particular provision or Section hereof. In the event of any conflict between the provisions of this Deed of Trust and those of the Loan Agreement, the Loan Agreement shall prevail; provided however that, with respect to any matter addressed in both such documents, the fact that one document provides for greater, lesser or different rights or obligations than the other shall not be deemed a conflict unless the applicable provisions are inconsistent and could not be simultaneously enforced or performed. Capitalized terms used and not otherwise defined herein shall have the meanings set forth for them in the Indenture.

13.13 Counterparts. This Deed of Trust may be executed in counterparts and any party may execute any counterpart, each of which shall be deemed to be an original and all of which, taken together, shall be deemed to be one and the same document.

13.14 Successors and Assigns. Subject to Section 8, above, this Deed of Trust shall bind, and shall inure to the benefit of, Trustor, Trustee, Beneficiary and their heirs, legatees, devisees, administrators, executors and other successors and assigns.

13.15 Concerning the Beneficiary. To the extent the Beneficiary hereunder is The Bank of New York Mellon Trust Company, N.A., as trustee under the Indenture (the "Indenture Trustee"), or any successor thereto, all provisions of the Indenture relating to the rights, powers, privileges and protections of the Indenture Trustee thereunder shall apply with equal force and effect to all actions taken by the Indenture Trustee as Beneficiary in connection with this Deed of Trust. No duties or obligations shall be imposed upon Indenture Trustee as Beneficiary beyond those contained in the Indenture. It is understood and acknowledged that the Indenture Trustee as Beneficiary is not required to exercise any rights or discretion granted to it hereunder and all rights to consent, direct and approve matters granted herein to the Beneficiary are subject to the provisions of the Indenture and the rights afforded to the Indenture Trustee thereunder.

13.16 Low- and Very-Low Income Housing. The Trustor and any successors in interest agree to use the Mortgaged Property for the purpose of housing very low- and low-income people eligible for occupancy as provided in Farmers Home Administration regulations then extant during the remaining useful life of the Mortgaged Property. A tenant or person wishing to occupy the housing may seek enforcement of this provision as well as the federal government. Throughout the remaining useful life of the Mortgaged Property, no eligible person occupying or wishing to occupy the housing shall be required to vacate or be denied occupancy without cause. Rents, other charges, and conditions of occupancy will be set to meet these conditions. The Trustor will be released during such period from these obligations only when the federal government determines that there is no longer a need for such housing, or that such other financial assistance provided to the residents of such housing will no longer be provided due to no fault, action or lack of action on the part of the Trustor.

14. Security Agreement: Warranties, Representations and Covenants of Trustor. Trustor covenants, warrants, represents and agrees with and to Beneficiary as follows:

14.1 This Deed of Trust constitutes a security agreement under the Uniform Commercial Code enacted in the State of California (the "Code") and serves as a fixture filing in accordance with the Code. This Deed of Trust creates a security interest in favor of Beneficiary as secured party under the Code with respect to all property (specifically including the Collateral) included in the Mortgaged Property which is covered by the Code. The mention of any portion of the Mortgaged Property in a financing statement filed in the records normally pertaining to personal property shall not derogate from or impair in any manner the intention of Trustor and Beneficiary hereby declared that all items of Collateral are part of the real property encumbered hereby to the fullest extent permitted by law, regardless of whether any such item is physically attached to the Improvements or whether serial numbers are used for the better identification of certain items. Specifically, the mention in any such financing statement of (i) the rights in or the Proceeds of any policy of insurance, (ii) any condemnation Proceeds, (iii) Trustor's interest in any Leases or Mortgaged Property Income, or (iv) any other item included in the Mortgaged Property, shall not be construed to alter, impair or impugn any rights of Beneficiary as determined by this Deed of Trust or the lien or priority of this Deed of Trust upon and security interest in the Mortgaged Property. Any such mention shall be for the protection of Beneficiary in the event that notice of Beneficiary's priority of interest as to any portion of the Mortgaged Property is required to be filed in accordance with the Code to be effective against or take priority over the interest of any particular class of persons, including the federal government or any subdivision or instrumentality thereof.

14.2 Except for the security interest granted by this Deed of Trust, Trustor is, and as to portions of the Collateral to be acquired after the date hereof will be, the sole owner of the Collateral, free from any lien, security interest, encumbrance or adverse claim thereon of any kind whatsoever. Trustor shall notify Beneficiary of, and shall defend the Collateral against, all claims and demands of all persons at any time claiming the same or any interest therein.

14.3 Trustor shall not lease, sell, convey or in any manner transfer the Collateral without the prior consent of Beneficiary.

14.4 The Collateral is not used or bought for personal, family or household purposes.

14.5 The Collateral shall be kept on or at the Mortgaged Property, and Trustor shall not remove the Collateral from the Mortgaged Property without the prior consent of Beneficiary, except such portions or items of the Collateral as are consumed or worn out in the ordinary course of business, all of which shall be promptly replaced by Trustor with items of equal or greater value.

14.6 In the event of any change in name, identity or structure of Trustor, Trustor shall notify Beneficiary thereof and promptly after request shall execute, file and record such Code forms as are necessary to maintain the priority of Beneficiary's lien upon and security interest in the Collateral, and shall pay all expenses and fees in connection with the filing and recording thereof. If Beneficiary shall require the filing or recording of additional Code forms or continuation statements, Trustor shall, promptly after request, execute, file and record such Code

forms or continuation statements as Beneficiary shall deem necessary, and shall pay all expenses and fees in connection with the filing and recording thereof.

14.7 Trustor hereby irrevocably appoints Beneficiary as its attorney-in-fact, coupled with an interest, to file with the appropriate public office on its behalf any financing or other statements signed only by Beneficiary, as secured party, in connection with the Collateral covered by this Deed of Trust.

14.8 Fixture Filing. The Collateral in which Beneficiary has a security interest includes goods which are or are to become fixtures on the Mortgaged Property. This Deed of Trust is intended to serve as a fixture filing pursuant to the terms of the applicable Uniform Commercial Code. This filing is to be recorded in the real estate records of the county in which the Mortgaged Property is located. In that regard, the following information is provided:

Name of Debtor:	Stanislaus Regional Housing Authority
Address of Debtor:	1612 Sisk Road Modesto, CA 95350 Attention: Executive Director
Name of Secured Party:	The Bank of New York Mellon Trust Company, N.A., not personally but as trustee
Address of Secured Party:	333 South Hope Street, Suite 2525 Los Angeles, CA 90071 Attn: Corporate Trust Department

15. Limitation on Liability. Trustor, and the members, officer, directors, agents and employees of Trustor, shall have no personal liability under the Loan or the Loan Agreement and no deficiency judgment shall be sought or enforced against Trustor, and the members, officers, directors, agents and employees of Trustor.

IN WITNESS WHEREOF, Trustor has caused this Deed of Trust to be duly executed as of the date first written above.

“Trustor”:

STANISLAUS REGIONAL HOUSING
AUTHORITY

By: _____
Executive Director

EXHIBIT A

LEGAL DESCRIPTION OF MORTGAGED PROPERTY

The land described herein is situated in the State of California, County of Stanislaus, City of Riverbank and is described as follows:

[notary acknowledgment]

BOND PURCHASE AGREEMENT

§ _____
**STANISLAUS REGIONAL HOUSING AUTHORITY
MULTIFAMILY HOUSING REVENUE BONDS
(RIVERBANK COMMONS)
SERIES 2025A**

_____, 2025

Stanislaus Regional Housing Authority
1612 Sisk Road
Modesto, CA 95350

Ladies and Gentlemen:

Oppenheimer & Co. Inc. (the “Underwriter”), on its own behalf and not as your fiduciary, and in its capacity as underwriter of the Bonds (as hereinafter defined) hereby offers to enter into this Bond Purchase Agreement (this “Bond Purchase Agreement”) with the Stanislaus Regional Housing Authority, a public body corporate and politic, duly organized and existing under the laws of the State of California (the “Issuer”). This offer is made subject to the Issuer’s acceptance on or before 11:59 p.m., Pacific Time, on the date hereof, and, upon such acceptance, this Bond Purchase Agreement shall be in full force and effect in accordance with its terms and shall be binding upon the Issuer and the Underwriter on the date hereof.

The above-captioned bonds are referred to herein as the “Bonds.” The Issuer is authorized to issue the Bonds pursuant to Articles 1 through 5 of Chapter 1 of Part 2 of Division 24 of the Health and Safety Code of the State of California, as supplemented and amended (the “Act”), and pursuant to the resolution adopted by the Issuer on September 11, 2025 (the “Resolution”). The Bonds shall be as described in and shall be issued pursuant to a Trust Indenture, dated as of November 1, 2025 (the “Indenture”), by and between the Issuer and The Bank of New York Mellon Trust Company, N.A., as trustee (the “Trustee”). Capitalized terms used herein but not defined herein shall have the meanings assigned thereto in the Indenture.

Simultaneously with the issuance of the Bonds, there will be executed and delivered by the Issuer a First Deed of Trust, Absolute Assignment of Rents, Security Agreement and Fixture Filing, dated as of the date of the Indenture (the “First Deed of Trust”), for the benefit of the Trustee.

The Bonds are special, limited obligations of the Issuer, and the principal of and interest thereon will be payable solely from the revenues and other moneys assigned by the Indenture to secure such payment.

The Bonds are being issued by the Issuer to: (i) finance the acquisition and rehabilitation of a 90-unit multifamily housing project located at 3229-3320 Santa Fe, 6611 Fourth Street, 3207-3321 Stanislaus and 3430-3620 Burney Court in the City of Riverbank, County of Stanislaus, California to be occupied, in part, by persons and families of low and very low income, and other capital improvement projects of the Issuer; (ii) fund a Debt Service Reserve Fund; and (iii) pay the costs of issuance of the Bonds.

On or prior to the Closing Date (defined below), the Underwriter shall have received a copy of each of the following documents, duly executed by all parties thereto or certified to the satisfaction of the Underwriter:

- (a) Indenture;
- (b) First Deed of Trust;
- (c) Continuing Disclosure Certificate in substantially the form included in the Official Statement as Appendix E;
- (d) Bonds;
- (e) Official Statement (as defined below); and
- (f) Bond Purchase Agreement.

The foregoing documents are hereinafter collectively referred to as the “Issuer Documents.”

SECTION 1. Purchase and Sale of the Bonds

On the basis of the representations, warranties and agreements contained herein, but subject to the terms and conditions herein, the Underwriter hereby agrees to purchase from the Issuer, and the Issuer hereby agrees to sell to the Underwriter, all, but not less than all, of the Bonds for a purchase price of \$_____ (being 100% of the aggregate principal amount thereof, plus a net original issue premium of \$_____, less an Underwriter’s discount of \$_____). The Bonds shall bear interest at the rates and mature on the dates as provided in Schedule I hereto and shall be subject to redemption and shall have such other terms as provided in the Indenture and described in the Official Statement.

SECTION 2. Official Statement

(a) The Issuer has delivered or will deliver to the Underwriter, without charge, in such quantities as the Underwriter has requested or may hereafter reasonably request, copies of the Preliminary Official Statement dated [POS Date], prepared with respect to the Bonds which shall be deemed final except for Permitted Omissions (as defined below) (the “Preliminary Official Statement”), the final Official Statement dated [BPA Date], prepared with respect to the Bonds (the “Official Statement”) and any amendments or supplements thereto. The Issuer will be responsible for any costs associated with printing and mailing the Preliminary Official Statement and the Official Statement.

(b) The Underwriter is required to comply with the requirements of Rule 15c2-12 of the Securities Exchange Act of 1934, as amended (the “Rule”) in connection with the offer and sale of the Bonds. The Issuer agrees to cooperate with the Underwriter so as to enable the Underwriter to comply with the Rule. To this end, the Issuer has delivered to the Underwriter the Preliminary Official Statement that the Issuer deemed final as of its date, except for the omission of no more than the following information: the offering price(s), interest rate(s), selling compensation, aggregate principal amount, principal amount per maturity, delivery dates, ratings, other terms of the Bonds depending on such matters and the identity of the Underwriter (collectively, the “Permitted Omissions”). To evidence this, the Issuer will execute and deliver a certificate in the form attached as Exhibit C hereto. The Issuer hereby represents it has complied in all material respects in the previous five years with all of its previous continuing disclosure obligations under the Rule, if any (except to the extent described in the Preliminary Official Statement and the Official Statement).

(c) The Issuer has authorized the delivery of the Preliminary Official Statement and the execution and delivery of the Official Statement. The Issuer hereby approves the use by the Underwriter of the Preliminary Official Statement and the Official Statement in connection with the public offering of the Bonds by the Underwriter.

(d) The Issuer will supply sufficient quantities of the Official Statement to enable the Underwriter (i) to send a single copy of the Official Statement with any confirmation that requests payment for a Bond, and in any event within seven business days after the date hereof, and to any potential customer upon request until the earlier of (A) 90 days after the End of the Underwriting Period (as defined below) or (B) the time when the Official Statement is available to any person from a nationally recognized municipal securities information repository, but in no case less than 25 days following the End of the Underwriting Period, and (ii) to comply with any applicable rules of the Municipal Securities Rulemaking Board. The Underwriter agrees to promptly file the Official Statement with a nationally recognized municipal securities information repository. The “End of the Underwriting Period” means the later of the delivery of the Bonds by the Issuer to the Underwriter or when the Underwriter no longer retains (directly or as a syndicate member) an unsold balance of the Bonds for sale to the public, provided that the “End of the Underwriting Period” will be deemed to be the Closing Date unless the Underwriter otherwise notifies the Issuer and the Issuer in writing prior to such date that there is an unsold balance of the Bonds.

(e) If, during the period from the date hereof and ending on the earlier of (i) 90 days after the End of the Underwriting Period or (ii) the time when the Official Statement is available to any person from a nationally recognized municipal securities information repository, but in no case less than 25 days following the End of the Underwriting Period, any event occurs as a result of which the Official Statement for the Bonds as then amended or supplemented might include an untrue statement of material fact, or omit to state any material fact necessary to make the statements therein, in light of the circumstances under which they were made, not misleading, the Issuer shall promptly notify the Underwriter thereof and shall, upon the request of the Underwriter, prepare and deliver to the Underwriter, as many copies of an amendment or supplement which will correct such statement or omission as the Underwriter may reasonably request.

SECTION 3. Issuer’s Representations and Warranties and Agreements.

The Issuer represents and warrants to and covenants and agrees with the Underwriter that:

(a) The Preliminary Official Statement, as of its date and the date hereof, and the Official Statement, as of its date and the Closing Date (and including any supplements and amendments thereto), are and will be true, correct and complete in all material respects, and the Preliminary Official Statement and the Official Statement do not and will not omit to state any material fact which is necessary in order to make the statements therein, in light of the circumstances under which they are made, not misleading.

(b) There is no litigation, action, suit, proceeding, inquiry or investigation, at law or in equity, before or by any court, governmental agency, public board or body, or other entity or person, pending or, to the best of the Issuer’s knowledge, threatened against or affecting the Issuer or its officials, in their respective capacities as such, or any basis therefore, in any way:

(i) Affecting the organization of the Issuer, or the legal or corporate existence of the Issuer, or any powers of the Issuer under the Constitution of the State of California (the “State”) or the laws of the State.

(ii) Seeking to prohibit, restrain or enjoin the issuance, sale or delivery of the Bonds or the pledge of Net Revenues and General Revenues (as each are defined in the Indenture) or other amounts pledged under the Indenture to the payment of the Bonds;

(iii) Contesting or affecting the validity or enforceability of the Bonds, the Issuer Documents or the Issuer;

(iv) Contesting the power of the Issuer to enter into, execute and deliver the Bonds or the Issuer Documents or to consummate the transactions contemplated by such documents, the Preliminary Official Statement and the Official Statement;

(v) Contesting in any way the completeness or accuracy of the Preliminary Official Statement, the Official Statement or any amendment or supplement thereto;

(vi) In which action an unfavorable decision, ruling or finding would materially adversely affect the validity or enforceability of the Bonds or the Issuer Documents or any other agreement or instrument to which Issuer is party and that is used or contemplated for use in the consummation of the transactions contemplated;

(vii) In which action an unfavorable decision, ruling or finding would materially adversely affect the exclusion from gross income for federal income tax purposes of the interest on the Bonds; or

(viii) In which action an unfavorable decision, ruling or finding would materially adversely affect the use of proceeds of the Bonds.

(c) The Issuer is a public body corporate and politic, established by and acting pursuant to the Act, and has, and at the Closing Date will have, full legal right, power and authority under the Constitution of the State and the laws of the State: (i) to execute and deliver the Bonds and the Issuer Documents; (ii) to adopt the Resolution; (iii) to issue, sell and deliver the Bonds to the Underwriter under the Indenture and as provided in this Bond Purchase Agreement; (iv) to pledge and assign the revenue, other money, securities, funds, accounts, guarantees, insurance, and other items pledged under the terms of the Indenture and First Deed of Trust, as provision of and security for the payment of the principal of and interest on the Bonds, and to similarly pledge all money, securities and earnings held in the funds and accounts held under the Indenture, all in the manner described in the Resolution, the Indenture and the First Deed of Trust; (v) to approve the Official Statement and to authorize the distribution of the Preliminary Official Statement and the Official Statement by the Underwriter and (vi) to carry out, give effect to and consummate all the other transactions contemplated by the Bonds or the Issuer Documents, the Resolution, the Preliminary Official Statement and the Official Statement.

(d) The Issuer has duly and validly adopted the Resolution, has duly authorized and approved the execution and delivery of the Bonds and the Issuer Documents, has duly authorized and approved the delivery of the Preliminary Official Statement and the Official Statement, and has duly authorized and approved the performance by the Issuer of its obligations contained in, and the taking of any and all action as may be necessary to carry out, give effect to and consummate the transactions contemplated by, each of those documents, and at the Closing Date, the Bonds and the Issuer Documents will constitute the valid, legal and binding obligations of the Issuer (assuming due authorization, execution and delivery by the other parties thereto, where necessary) in accordance with their respective terms and the Resolution and will be in full force and effect.

(e) The Issuer's execution and delivery of the Bonds and the Issuer Documents, the Issuer's consummation of the transactions contemplated by such documents, and the Issuer's fulfillment of or compliance with the terms, conditions or provisions thereof will not, to the best of the Issuer's knowledge, on the Closing Date, conflict with, violate or result in the breach of any of the terms, conditions or provisions of any constitutional provision or statute of the State or of any agreement, instrument, statute, governmental

rule or regulation, law and order, judgment or decree to which the Issuer is now a party or by which it is bound, and will not, to the best of the Issuer's knowledge, on the Closing Date, constitute a default under any of the foregoing which has not been waived or consented to in writing by the appropriate party or parties, and will not on, the Closing Date, result in the creation or imposition of any lien, charge, security interest or encumbrance of any nature upon any property or assets of the Issuer prohibited under the terms of any such agreement, instrument, statute, governmental rule or regulation, court order, judgment or decree.

(f) Upon delivery of the Bonds, the Issuer will have good right, full power and lawful authority to pledge and assign the trust estate described in the Indenture to the Trustee as provided in the Indenture and the Resolution.

(g) The Issuer has complied, and will at the Closing Date be in compliance, in all material respects with the Act, the Resolution and the Issuer Documents.

(h) To the Issuer's best knowledge, except as may be required under Blue Sky or other securities laws of any state and for filings to be made with the Internal Revenue Service on Form 8038-G, all approvals, consents, authorization, elections and orders of or filings or registrations with any governmental authority, board or agency having jurisdiction which would constitute a condition precedent to, or the absence of which would materially adversely affect, the performance by the Issuer of its obligations hereunder or under the Bonds or any of the Issuer Documents have been obtained and are in full force and effect.

(i) The Bonds, when delivered in accordance with the Indenture and paid for by Underwriter on the Closing Date, will be validly issued and will constitute valid, legal and binding outstanding revenue obligations of the Issuer entitled to all the benefits and security of the Indenture.

(j) The Issuer will furnish such information, execute such instruments and take such other action in cooperation with the Underwriter as the Underwriter may reasonably request to qualify the Bonds for offer and sale under the "Blue Sky" or other securities laws and regulations of such states and other jurisdictions of the United States of America as the Underwriter may designate (but at no expense to the Issuer), provided that in connection with the offering the Issuer shall not be required to file a general consent to service of process in any jurisdiction.

(k) Other than the Issuer Documents, the Issuer has not entered into any contract or arrangement that might give rise to any lien or encumbrance on the revenues or other assets, properties, funds or interests pledged pursuant to the Indenture.

(l) To the best of its knowledge, the Issuer has not taken or omitted to take on or prior to the date hereof any action if such action or inaction would adversely affect the exclusion from gross income for federal income tax purposes of the interest on the Bonds.

(m) Any certificate signed by any authorized officer of the Issuer shall be deemed a representation and warranty by the Issuer to the Underwriter as to the statements made in such certificate.

The execution and delivery of this Bond Purchase Agreement by the Issuer shall constitute a representation by the Issuer to the Underwriter that the representations and warranties contained in this Section are true as of the date of this Bond Purchase Agreement.

SECTION 4. Closing

Except as the Underwriter and the Issuer may otherwise agree, the Issuer will deliver to the Underwriter, at the offices of Jones Hall LLP (“Bond Counsel”) in San Mateo, California, or at such other location as may be mutually agreed upon by the Underwriter and the Issuer, the documents hereinafter mentioned; and the Issuer will deliver to the Underwriter through The Depository Trust Company’s (“DTC”) FAST delivery system, the Bonds, in definitive form (all Bonds bearing CUSIP® numbers printed thereon), duly executed by the Issuer and authenticated by the Trustee in the manner provided for in the Indenture and the Act at 9:00 a.m. California time, on [Closing Date] (the “Closing Date”), and the Underwriter will accept such delivery and pay the purchase price of the Bonds as set above in Section 1 by wire transfer, payable in federal or other immediately available funds (such delivery and payment being herein referred to as the “Closing”). The Bonds shall be in fully registered book-entry form (which may be typewritten) and shall be registered in the name of Cede & Co., as nominee of DTC, which will act as securities depository for the Bonds, and the specimen Bonds will be made available for checking by the Underwriter not less than 5 days prior to the Closing.

SECTION 5. Closing Conditions of the Underwriter

The Underwriter has entered into this Bond Purchase Agreement in reliance upon representations, warranties and agreements of the Issuer contained herein, in reliance upon the representations, warranties and agreements to be contained in the documents and instruments to be delivered at the Closing and upon the performance by the Issuer of its obligations hereunder, both as of the date hereof and as of the Closing Date. Accordingly, the Underwriter’s obligations under this Bond Purchase Agreement to purchase, to accept delivery of and to pay for the Bonds shall be subject to the performance by the Issuer of its obligations to be performed by it hereunder at or prior to the Closing, and to the accuracy in all material respects of the representations and warranties of the Issuer contained herein as of the date hereof and as of the Closing as if made on the Closing Date, and shall also be subject to the following additional conditions:

(a) At the time of the Closing, the Resolution shall have been duly approved and adopted by the Issuer and the Board of Commissioners of the Issuer and shall be in full force and effect and the Issuer Documents shall have been duly authorized, executed and delivered, and shall not have been amended, modified or supplemented, except as may have been agreed to in writing by the Underwriter and there shall have been taken in connection therewith and in connection with the issuance of the Bonds all such actions as, in the opinion of Bond Counsel, and Kutak Rock LLP, counsel for the Underwriter (“Underwriter’s Counsel”), shall be necessary and appropriate in connection with the transactions contemplated hereby.

(a) At or prior to the Closing, the Underwriter shall receive the following documents:

(i) an approving opinion of Bond Counsel addressed to the Issuer and with a reliance letter to the Trustee and Underwriter, dated the Closing Date substantially in the form attached to the Official Statement;

(ii) opinions or certificates, as the case may be, dated the Closing Date and addressed to the Issuer and Underwriter and to such other parties as may be appropriate, of

(A) Bond Counsel, substantially in the form attached hereto as Exhibit A;

(B) Jones Hall LLP, Disclosure Counsel to the Issuer (“Disclosure Counsel”), substantially in the form attached hereto as Exhibit B;

(C) Underwriter's Counsel, in form and substance satisfactory to the Underwriter;

(D) Price, Postel & Parma, counsel to the Issuer, substantially in the form attached hereto as Exhibit D; and

(E) Counsel to the Trustee, in form and substance satisfactory to the Underwriter and Bond Counsel.

(iii) a certificate, dated the Closing Date and signed on behalf of the Issuer, to the effect that:

(A) except as disclosed in the Official Statement, there is no action, suit, proceeding, inquiry or investigation, at law or in equity, by or before any court, public board or body, pending or to the Issuer's knowledge threatened against or affecting the Issuer (or to the knowledge of the Issuer, any meritorious basis therefore), wherein an unfavorable decision, ruling or finding would: (a) affect the creation, existence or powers of the Issuer, or the title to the office of the officers thereof, (b) limit, enjoin or restrain the issuance, sale and delivery of the Bonds, or the payment, collection or application of the revenues and limit, enjoin or restrain other moneys and securities pledged or to be pledged under the Indenture or the pledge thereof, (c) contest or affect any of the rights, powers, duties or obligations of the Issuer with respect to the moneys and assets pledged or to be pledged to pay the principal of or redemption price, if any, or interest on the Bonds, (d) question or affect the authority for or validity of the Bonds, the Indenture, the Issuer Documents or the Resolution, or (e) question or affect its obligations as contemplated by any other agreement or instrument executed and delivered by the Issuer in connection with the issuance of the Bonds;

(B) the Issuer has complied or will comply with all agreements, covenants and arrangements and has satisfied all conditions on its part to be complied with, performed or satisfied in connection with the issuance and delivery of the Bonds at or prior to the Closing Date;

(C) the representations, warranties and agreements of the Issuer contained herein and in the Issuer Documents are true, complete and correct in all material respects as of the Closing Date; and

(D) the Official Statement does not contain any untrue statement of a material fact or omit to state any material fact necessary to make the statements therein, in light of the circumstances under which they were made, not misleading.

(vi) a certificate of the Issuer as to arbitrage and other federal tax matters in form and substance acceptable to Bond Counsel;

(vii) counterpart originals or certified copies of each of the Issuer Documents;

(viii) written evidence that the rating on the Bonds is as described in the Official Statement; and

(ix) such additional legal opinions, certificates (including any certificates necessary or desirable in order to establish the exclusion of the interest on the Bonds from gross income for federal income tax purposes), instruments and other documents as the Underwriter may reasonably request to evidence the truth and accuracy, as of the Closing Date, of the Issuer's representations herein and in the Official Statement and the due performance or satisfaction by the Issuer at or prior to such date of all agreements then to be performed, and all conditions then to be satisfied by the Issuer.

(b) None of the events referred to in Section 6 of this Bond Purchase Agreement shall have occurred.

Acceptance of delivery of the Bonds shall be deemed approval of such conditions to Closing. If the obligations of the Underwriter shall be terminated for any reason permitted by this Bond Purchase Agreement, neither the Underwriter nor the Issuer shall be under further obligation hereunder.

SECTION 6. Termination

The Underwriter may terminate this Bond Purchase Agreement by notification to the Issuer if at any time subsequent to the date hereof and at or prior to the Closing:

(i) (A) legislation shall be enacted by the Congress of the United States or adopted by the Senate or House of Representatives of the United States, or recommended to the Congress for passage by the President of the United States, or favorably reported for passage to the Senate or House of Representatives by any committee of either such body to which such legislation has been referred for consideration or by a conference committee of such bodies, (B) a decision shall be rendered by a court of the United States or by the Tax Court of the United States, (C) a ruling, regulation or official action shall be rendered by or on behalf of the United States, or (D) a ruling, regulation or official action shall be proposed or issued, including by pronouncement, press release or any other form of formal notice, by or on behalf of the Treasury Department of the United States, the Internal Revenue Service or another governmental agency of the United States or by or on behalf of any member of the Senate or House of Representatives of the United States in any such instance with respect to federal taxation of interest received on obligations of the general character of the Bonds and which (1) in the opinion of counsel for the Underwriter would have or proposes action which would have the effect of making such interest includable in gross income for federal income tax purposes or (2) which, in the opinion of the Underwriter would materially adversely affect any intended utilization of Bond proceeds or other intended action described in the Official Statement;

(ii) between the date hereof and the Closing, payment for and delivery of the Bonds is rendered impracticable or inadvisable because (A) additional material restrictions not in force as of this date shall have been imposed upon trading in securities generally by any governmental authority or by any national securities exchange; (B) the New York Stock Exchange or other national securities exchange, or any governmental authority, shall impose, as to the Bonds or similar obligations, any material restrictions not now in force, or increase materially those now in force, with respect to the extension of credit by, or the charge to the net capital requirements of, the Underwriter; (C) trading in securities generally shall have been suspended on the New York Stock Exchange or a general banking moratorium shall have been established by federal or New York authorities or (D) a war involving the United States shall have been declared, or there shall have occurred any other outbreak or escalation of hostilities or another national or international calamity

shall have occurred or escalated, the effect of any of which, in the judgment of the Underwriter materially adversely affects the marketability of the Bonds (it being agreed by the parties hereto that there is no war or national calamity of such a nature as of the date hereof);

(iii) any event shall occur or exist which, in the judgment of the Underwriter, causes the Official Statement to contain any untrue statement of a material fact or omit to state any material fact necessary to make the statements therein, in light of the circumstances under which they were made, not misleading;

(iv) legislation shall be enacted, or any action shall be taken by the Securities and Exchange Commission, which, in the opinion of counsel for the Underwriter has or may have the effect of requiring the contemplated distribution of the Bonds to be registered under the Securities Act of 1933, as amended, or the Indenture to be qualified as an indenture under the Trust Indenture Act of 1939, as amended;

(v) in the judgment of the Underwriter, the market price of the Bonds is adversely affected because: (i) any litigation shall be instituted, pending or threatened to restrain or enjoin the issuance or sale of the Bonds or in any way contesting or affecting any authority or security for or the validity of the Bonds, or the existence or powers of the Issuer; or (ii) legislation shall have been introduced in or enacted by the Legislature of the State with the purpose or effect, directly or indirectly, of imposing State income taxation upon interest to be received by any owners of the Bonds or that would, in the judgment of the Underwriter, adversely affect an investment in or the security pledged for the Bonds;

(vi) there shall have occurred any change that, in the judgment of the Underwriter, makes unreasonable or unreliable any of the assumptions upon which: (i) yield on the Bonds for purposes of compliance with the Code, (ii) payment of debt service on the Bonds, or (iii) the basis for the exclusion from gross income for federal income tax purposes of interest on the Bonds, is predicated.

(vii) there shall have occurred or any notice shall have been given of any intended review, downgrading, suspension, withdrawal or negative change in credit watch status of the Bonds by any national rating service;

(viii) the purchase of and payment for the Bonds by the Underwriter, or the resale of the Bonds by the Underwriter, on the terms and conditions herein provided shall be prohibited by any applicable law, governmental authority, board, agency or commission;

(ix) an occurrence, in the judgment of the Underwriter, of a material adverse change in the capital markets which makes the syndication, sale or financing contemplated hereby impractical or which makes it inadvisable to proceed with the syndication, sale or financing contemplated hereby on the terms, manner and basis contemplated hereby;

(x) a material disruption in securities settlement, payment or clearance services affecting the Bonds shall have occurred;

(xi) there shall have occurred any materially adverse change in the affairs or financial condition of the Issuer; or

(xii) any fact or event shall exist or have existed that, in the Underwriter's judgment, requires or has required an amendment of or supplement to the Official Statement.

SECTION 7. Expenses

The Underwriter shall be under no obligation to pay, and the Issuer hereby agrees to pay, all expenses incident to the performance of the Issuer's obligations hereunder, including, but not limited to, (a) the costs of printing and preparation for printing or other reproduction for distribution and use in connection with the public offering of the Bonds such number of copies as may be requested by the Underwriter of the Preliminary Official Statement, the Official Statement, the Indenture, the Resolution and the blue sky survey, if any, as well as any delivery costs incurred in connection with the distribution of the foregoing documents; (b) the cost of preparing the definitive Bonds; (c) the fees and disbursements of Bond Counsel and Disclosure Counsel in connection with the authorization and issuance of the Bonds; the fees and expenses of Issuer's counsel; the fees and expenses of the Trustee and its counsel; the application, closing and administrative fees of the Issuer; and the fees and disbursements of the Issuer's financial advisor and any other experts or consultants retained by the Issuer; (d) the fees of rating agencies in connection with the rating of the Bonds; and (e) all other expenses in connection with the public offer and sale of the Bonds. The Underwriter shall pay all out-of-pocket expenses of the Underwriter, including, without limitation, the fees and expenses of its counsel, advertising expenses, the California Debt and Investment Advisory Commission fee, CUSIP Services Bureau charges, regulatory fees imposed on new securities issuers and any and all other expenses incurred by the Underwriter in connection with the public offering and distribution of the Bonds. The Issuer acknowledges that it has had an opportunity, in consultation with such advisors as it may deem appropriate, if any, to evaluate and consider the fees and expenses being incurred as part of the issuance of the Bonds.

SECTION 8. Notices

Any notice or other communication to be given to the Issuer under this Bond Purchase Agreement may be given by delivering the same in writing to the Issuer at their respective addresses set forth on the first page hereof. Any notice or other communication to be given to the Underwriter under this Bond Purchase Agreement may be given by delivering the same in writing to Oppenheimer & Co. Inc., 135 Main Street, Suite 1700, San Francisco, CA 94105, Attention: Municipal Capital Markets Group.

SECTION 9. Parties in Interest

This Bond Purchase Agreement is made solely for the benefit of the Issuer and the Underwriter (including any successor or assignees of the Underwriter), and no other party or person shall acquire or have any right hereunder or by virtue hereof.

SECTION 10. Amendments

This Bond Purchase Agreement may not be amended without the written consent of the Issuer and the Underwriter.

SECTION 11. Survival of Representations and Warranties

The representations and warranties of the Issuer shall not be deemed to have been discharged, satisfied or otherwise rendered void by reason of the Closing.

SECTION 12. Execution in Counterparts

This Bond Purchase Agreement may be executed by the parties hereto in separate counterparts, each of which when so executed and delivered shall be an original, but all such counterparts shall together constitute but one and the same instrument.

SECTION 13. No Prior Agreements

This Bond Purchase Agreement supersedes and replaces all prior negotiations, agreements and understandings between the parties hereto in relation to the sale of Bonds for the Issuer.

SECTION 14. Effective Date

This Bond Purchase Agreement shall become effective and binding upon the respective parties hereto upon the execution of the acceptance hereof by the Issuer and shall be valid and enforceable as of the time of such acceptance.

SECTION 15. Underwriter Not Acting as Advisor or Fiduciary

The Issuer acknowledges and agrees that (i) the purchase and sale of the Bonds pursuant to this Bond Purchase Agreement is an arm's-length commercial transaction between the Issuer and the Underwriter, (ii) in connection therewith and with the discussions, undertakings and procedures leading up to the consummation of such transaction, the Underwriter is and has been acting solely as a principal and is not acting as the agent, advisor, municipal advisor or fiduciary of the Issuer, (iii) the Underwriter has not assumed individually or collectively an advisory or fiduciary responsibility in favor of the Issuer with respect to the offering contemplated hereby or the discussions, undertakings and procedures leading thereto (irrespective of whether the Underwriter has advised or provided other services or is currently advising or providing other services to the Issuer on other matters) and the Underwriter has no obligation to the Issuer with respect to the offering contemplated hereby except the obligations expressly set forth in this Bond Purchase Agreement, (iv) the Underwriter is acting solely in its capacity as underwriter for its own account, and (v) the Issuer has consulted their own legal, financial and other advisors to the extent they deem appropriate in connection with the offering of the Bonds.

SECTION 16. Establishment of Issue Price for the Bonds

(a) The Underwriter agrees to assist the Issuer in establishing the issue price of the Bonds and shall execute and deliver to the Issuer at Closing an "issue price" or similar certificate, together with the supporting pricing wires or equivalent communications, substantially in the form attached hereto as Exhibit E, with such modifications as may be appropriate or necessary, in the reasonable judgment of the Underwriter, the Issuer and Bond Counsel (as defined herein), to accurately reflect, as applicable, the sales price or prices or the initial offering price or prices to the public of the Bonds.

(b) Except as otherwise set forth in Schedule I attached hereto, the Issuer will treat the first price at which 10% of each maturity of the Bonds (the "10% test") is sold to the public as the issue price of that maturity. At or promptly after the execution of this Purchase Agreement, the Underwriter shall report to the Issuer the price or prices at which it has sold to the public each maturity of Bonds. If at that time the 10% test has not been satisfied as to any maturity of the Bonds, the Underwriter agrees to promptly report to the Issuer the prices at which it sells the unsold Bonds of that maturity to the public. That reporting obligation shall continue, whether or not the Closing Date has occurred, until either (i) the Underwriter has sold all Bonds of that maturity or (ii) the 10% test has been satisfied as to the Bonds of that maturity, provided that, the Underwriter's reporting obligation after the Closing Date may be at reasonable periodic

intervals or otherwise upon request of the Issuer or Bond Counsel. For purposes of this Section, if Bonds mature on the same date but have different interest rates, each separate CUSIP number within that maturity will be treated as a separate maturity of the Bonds.

(c) The Underwriter confirms that it has offered the Bonds to the public on or before the date of this Purchase Agreement at the offering price or prices (the “initial offering price”), or at the corresponding yield or yields, set forth in Schedule I attached hereto, except as otherwise set forth therein. Schedule I also sets forth, as of the date of this Purchase Agreement, the maturities, if any, of the Bonds for which the Underwriter represents that (i) the 10% test has been satisfied (assuming orders are confirmed by the close of the business day immediately following the date of this Purchase Agreement) and (ii) the 10% test has not been satisfied and for which the Issuer and the Underwriter agree that the restrictions set forth in the next sentence shall apply, which will allow the Issuer to treat the initial offering price to the public of each such maturity as of the sale date as the issue price of that maturity (the “hold-the-offering-price rule”). So long as the hold-the-offering-price rule remains applicable to any maturity of the Bonds, the Underwriter will neither offer nor sell unsold Bonds of that maturity to any person at a price that is higher than the initial offering price to the public during the period starting on the sale date and ending on the earlier of the following:

- (i) the close of the fifth (5th) business day after the sale date; or
- (ii) the date on which the Underwriter has sold at least 10% of that maturity of the Bonds to the public at a price that is no higher than the initial offering price to the public.

The Underwriter will advise the Issuer promptly after the close of the fifth (5th) business day after the sale date whether it has sold 10% of that maturity of the Bonds to the public at a price that is no higher than the initial offering price to the public.

(d) The Underwriter confirms that:

(i) any selling group agreement and any third-party distribution agreement relating to the initial sale of the Bonds to the public, together with the related pricing wires, contains or will contain language obligating each dealer who is a member of the selling group and each broker-dealer that is a party to such third-party distribution agreement, as applicable:

(A)(i) to report the prices at which it sells to the public the unsold Bonds of each maturity allocated to it, whether or not the Closing Date has occurred, until either all Bonds of that maturity allocated to it have been sold or it is notified by the Underwriter that the 10% test has been satisfied as to the Bonds of that maturity, provided that, the reporting obligation after the Closing Date may be reasonable periodic intervals or otherwise upon request of the Underwriter and (ii) to comply with the hold-the-offering-price rule, if applicable, if and for so long as directed by the Underwriter,

(B) to promptly notify the Underwriter of any sales of Bonds that, to its knowledge, are made to a purchaser who is a related party to an underwriter participating in the initial sale of the Bonds to the public (each such term being used as defined below), and

(C) to acknowledge that, unless otherwise advised by the dealer or broker-dealer, the Underwriter shall assume that each order submitted by the dealer or broker-dealer is a sale to the public.

(ii) any selling group agreement relating to the initial sale of the Bonds to the public, together with the related pricing wires, contains or will contain language obligating each dealer that is a party to a third-party distribution agreement to be employed in connection with the initial sale of the Bonds to the public to require each broker-dealer that is a party to such third-party distribution agreement to (A) report the prices at which it sells to the public the unsold Bonds of each maturity allocated to it, whether or not the Closing Date has occurred, until either all Bonds of that maturity allocated to it have been sold or it is notified by the Underwriter or the dealer that the 10% test has been satisfied as to the Bonds of that maturity, provided that, the reporting obligation after the Closing Date may be at reasonable periodic intervals or otherwise upon request of the Underwriter or the dealer, and (B) comply with the hold-the-offering-price rule, if applicable, if and for so long as directed by the Underwriter or the dealer and as set forth in the related pricing wires.

(e) The Issuer acknowledges that, in making the representation set forth in this section, the Underwriter will rely on (i) in the event a selling group has been created in connection with the initial sale of the Bonds to the public, the agreement of each dealer who is a member of the selling group to comply with the requirements for establishing issue price of the Bonds, including, but not limited to, its agreement to comply with the hold-the-offering-price rule, if applicable to the Bonds, as set forth in a selling group agreement and the related pricing wires, and (ii) in the event that a third-party distribution agreement was employed in connection with the initial sale of the Bonds to the public, the agreement of each broker-dealer that is a party to such agreement to comply with the requirements for establishing issue price of the Bonds, including, but not limited to, its agreement to comply with the hold-the-offering-price rule, if applicable to the Bonds, as set forth in the third-party distribution agreement and the related pricing wires. The Issuer further acknowledges that the Underwriter shall not be liable for the failure of any dealer who is a member of a selling group, or of any broker-dealer that is a party to a third-party distribution agreement, to comply with its corresponding agreement to comply with the requirements for establishing issue price of the Bonds, including, but not limited to, its agreement to comply with the hold-the-offering-price rule, if applicable to the Bonds.

(f) The Underwriter acknowledges that sales of any Bonds to any person that is a related party to an underwriter participating in the initial sale of the Bonds to the public (each such term being used as defined below) shall not constitute sales to the public for purposes of this section. Further, for purposes of this section:

(i) “public” means any person other than an underwriter or a related party;

(ii) “underwriter” means (A) any person that agrees pursuant to a written contract with the Issuer (or with the lead underwriter to form an underwriting syndicate) to participate in the initial sale of the Bonds to the public and (B) any person that agrees pursuant to a written contract directly or indirectly with a person described in clause (A) to participate in the initial sale of the Bonds to the public (including a member of a selling group or a party to a third-party distribution agreement participating in the initial sale of the Bonds to the public);

(iii) a purchaser of any of the Bonds is a “related party” to an underwriter if the underwriter and the purchaser are subject, directly or indirectly, to (A) more than 50% common ownership of the voting power or the total value of their stock, if both entities are corporations (including direct ownership by one corporation of another), (B) more than 50% common ownership of their capital interests or profits interests, if both entities are partnerships (including direct ownership by one partnership of another), or (C) more than 50% common ownership of the value of the outstanding stock of the corporation or the capital interests or profit interests of the

partnership, as applicable, if one entity is a corporation and the other entity is a partnership (including direct ownership of the applicable stock or interests by one entity of the other); and

- (iv) “sale date” means the date of execution of this Purchase Agreement by all parties.

SECTION 17. Governing Law

This Bond Purchase Agreement shall be governed by the internal laws of the State without giving effect to the conflict of law principles of the State.

OPPENHEIMER & CO. INC.

By: _____
Its: Authorized Officer

The foregoing is hereby agreed to and
accepted as of the date first above written:

**STANISLAUS REGIONAL HOUSING
AUTHORITY**

By _____
Name _____
Title _____

Time of Execution: _____ p.m. California time

SCHEDULE I

\$ _____
STANISLAUS REGIONAL HOUSING AUTHORITY
MULTIFAMILY HOUSING REVENUE BONDS
(RIVERBANK COMMONS)
SERIES 2025A

MATURITY SCHEDULE

Maturity (November 1)	Principal Amount	Interest Rate	Yield	Price	10% Test Satisfied*	10% Test Not Satisfied	Subject to Hold-The- Offering-Price Rule
2026							
2027							
2028							
2029							
2030							
2031							
2032							
2033							
2034							
2035							
20__ ^(T)							
20__ ^(T)							
20__ ^(T)							

^(T) Term Bond.

^(C) Priced to optional call at [par] on November 1, 20__.

* At the time of execution of this Purchase Agreement and assuming orders are confirmed by the close of the business day immediately following the date of this Purchase Agreement.

EXHIBIT A

FORM OF SUPPLEMENTAL OPINION OF BOND COUNSEL

[TO COME FROM BOND COUNSEL]

EXHIBIT B

FORM OF DISCLOSURE COUNSEL OPINION

[TO COME FROM DISCLOSURE COUNSEL]

EXHIBIT C

ISSUER'S RULE 15c2-12 CERTIFICATE

\$ _____ *
Stanislaus Regional Housing Authority
Multifamily Housing Revenue Bonds
(Riverbank Commons)
Series 2025A

The undersigned hereby certifies and represents to Oppenheimer & Co. Inc. (the "Underwriter") that he/she is authorized to execute and deliver this certificate on behalf of the Stanislaus Regional Housing Authority (the "Issuer"), and hereby further certifies to the Underwriter as follows:

(a) This Certificate is delivered to enable the Underwriter to comply with Securities and Exchange Commission Rule 15c2-12 under the Securities Exchange Act of 1934 (the "Rule") in connection with the issuance and sale of the above-captioned bonds (the "Bonds").

(b) In connection with the issuance and sale of the Bonds, there has been prepared a Preliminary Official Statement, dated the date of this certificate, setting forth information concerning the Bonds and the Issuer (the "Preliminary Official Statement").

(c) As used herein, "Permitted Omissions" shall mean the offering price(s), interest rate(s), accreted values, yield to maturity, selling compensation, aggregate principal amount, principal amount per maturity, delivery dates, ratings and other terms of the Bonds depending on such matters and the identity of the underwriter(s), all with respect to the issuance and sale of the Bonds.

(d) The Preliminary Official Statement is, as of the date thereof, deemed final within the meaning of the Rule, except for Permitted Omissions.

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

**STANISLAUS REGIONAL HOUSING
AUTHORITY**

By _____
Name _____
Title _____

Dated: [POS Date]

EXHIBIT D

FORM OF ISSUER'S COUNSEL OPINION

[TO COME FROM ISSUER'S COUNSEL]

EXHIBIT E

§ _____
**Stanislaus Regional Housing Authority
Multifamily Housing Revenue Bonds
(Riverbank Commons)
Series 2025A**

FORM OF ISSUE PRICE CERTIFICATE

The undersigned, on behalf of Oppenheimer & Co. Inc. (“Oppenheimer”) hereby certifies as set forth below with respect to the sale and issuance of the above-captioned obligations (the “Bonds”).

1. ***Sale of the General Rule Maturities.*** As of the date of this certificate, for each Maturity of the General Rule Maturities, the first price at which at least 10% of such Maturity was sold to the Public is the respective price listed in Schedule A.

2. ***Initial Offering Price of the Hold-the-Offering-Price Maturities.***

(a) Oppenheimer offered the Hold-the-Offering-Price Maturities to the Public for purchase at the respective initial offering prices listed in Schedule A (the “Initial Offering Prices”) on or before the Sale Date. A copy of the pricing wire or equivalent communication for the Bonds is attached to this certificate as Schedule B.

(b) As set forth in the Bond Purchase Agreement, dated [BPA Date], by and between Oppenheimer and the Issuer, Oppenheimer has agreed in writing that, (i) for each Maturity of the Hold-the-Offering-Price Maturities, it would neither offer nor sell any of the Bonds of such Maturity to any person at a price that is higher than the Initial Offering Price for such Maturity during the Holding Period for such Maturity (the “hold-the-offering-price rule”), and (ii) any selling group agreement shall contain the agreement of each dealer who is a member of the selling group, and any retail distribution agreement shall contain the agreement of each broker-dealer who is a party to the retail distribution agreement, to comply with the hold-the-offering-price rule. Pursuant to such agreement, no Underwriter (as defined below) has offered or sold any Maturity of the Hold-the-Offering-Price Maturities at a price that is higher than the respective Initial Offering Price for that Maturity of the Bonds during the Holding Period.

3. ***Defined Terms.***

(a) *Issuer* means the Stanislaus Regional Housing Authority.

(b) *General Rule Maturities* means those Maturities of the Bonds listed in Schedule A hereto as the “General Rule Maturities.”

(c) *Hold-the-Offering-Price Maturities* means those Maturities of the Bonds listed in Schedule A hereto as the “Hold-the-Offering-Price Maturities.”

(d) *Holding Period* means, with respect to a Hold-the-Offering-Price Maturity, the period starting on the Sale Date and ending on the earlier of (i) the close of the fifth business day after the Sale Date, or (ii) the date on which Oppenheimer has sold at least 10% of such Hold-the-Offering-Price Maturity

to the Public at prices that are no higher than the Initial Offering Price for such Hold-the-Offering-Price Maturity.

(e) *Maturity* means Bonds with the same credit and payment terms. Bonds with different maturity dates, or Bonds with the same maturity date but different stated interest rates, are treated as separate maturities.

(f) *Public* means any person (including an individual, trust, estate, partnership, association, company, or corporation) other than an Underwriter or a related party to an Underwriter. The term “related party” for purposes of this certificate generally means any two or more persons who have greater than 50 percent common ownership, directly or indirectly.

(g) *Sale Date* means the first day on which there is a binding contract in writing for the sale of a Maturity of the Bonds. The Sale Date of the Bonds is [BPA Date].

(h) *Underwriter* means (i) any person that agrees pursuant to a written contract with the Issuer (or with the lead underwriter to form an underwriting syndicate) to participate in the initial sale of the Bonds to the Public, and (ii) any person that agrees pursuant to a written contract directly or indirectly with a person described in clause (i) of this paragraph to participate in the initial sale of the Bonds to the Public (including a member of a selling group or a party to a retail distribution agreement participating in the initial sale of the Bonds to the Public).

The representations set forth in this certificate are limited to factual matters only. Nothing in this certificate represents Oppenheimer’s interpretation of any laws, including specifically Sections 103 and 148 of the Internal Revenue Code of 1986, as amended, and the Treasury Regulations thereunder. The undersigned understands that the foregoing information will be relied upon by the Issuer with respect to certain of the representations set forth in the Tax Certificate and with respect to compliance with the federal income tax rules affecting the Bonds, and by Jones Hall LLP, in connection with rendering its opinion that the interest on the Bonds is excluded from gross income for federal income tax purposes, the preparation of the Internal Revenue Service Form 8038-G, and other federal income tax advice that it may give to the Issuer from time to time relating to the Bonds.

OPPENHEIMER & CO. INC.

By: _____

Name: _____

Dated: [Closing Date]

SCHEDULE A
SALE PRICES
(Attached)

SCHEDULE B

PRICING WIRE OR EQUIVALENT COMMUNICATION

(Attached)

**New Issue
Book-Entry Only**

**Rating: S&P: “ ”
See “RATING” herein.**

In the opinion of Jones Hall LLP, San Mateo, California, Bond Counsel, subject, however to certain qualifications described herein, under existing law, the interest on the Bonds is excluded from gross income for federal income tax purposes, such interest is not an item of tax preference for purposes of the federal alternative minimum tax. Interest on the Bonds may be subject to the corporate alternative minimum tax. In the further opinion of Bond Counsel, such interest is exempt from California personal income taxes. See “TAX MATTERS” herein.

\$ _____
**Stanislaus Regional Housing Authority
Multifamily Housing Revenue Bonds
(Riverbank Commons)
Series 2025A**

Dated: Delivery Date

Due: November 1, as shown on inside cover

The above-captioned Bonds (the “Bonds”) are being issued by the Stanislaus Regional Housing Authority (the “Issuer”), a public body corporate and politic, duly organized and existing under the laws of the State of California. The Issuer is issuing the Bonds pursuant to a Trust Indenture dated as of November 1, 2025 (the “Indenture”), between the Issuer and The Bank of New York Mellon Trust Company, N.A. (the “Trustee”), and a resolution adopted by the Issuer on September 11, 2025.

The Bonds will be issued in fully registered form only and, when issued, will be registered in the name of Cede & Co., as Bondowner and nominee for The Depository Trust Company, New York, New York (“DTC”). DTC will act as Securities Depository for the Bonds. The Bonds will be issued initially in book-entry form only in denominations of \$5,000 or any integral multiple thereof within a single maturity. Purchasers will not receive certificates representing their interest in the Bonds.

Interest on the Bonds will be paid semiannually on each May 1 and November 1, commencing May 1, 2021, until the maturity or earlier redemption thereof. The principal of and interest on the Bonds are payable by the Trustee, as paying agent of the Issuer. For so long as the Bonds remain in a “book-entry only” transfer system, the Trustee will make such payments only to DTC, which in turn is obligated to remit such principal and interest payments to the DTC participants for subsequent disbursement to Beneficial Owners of the Bonds, as described in “DESCRIPTION OF THE BONDS - Book-Entry Transfer System” and Appendix E.

MATURITY SCHEDULE LOCATED ON INSIDE COVER

The Bonds are subject to optional and mandatory sinking fund redemption prior to maturity as described herein under “DESCRIPTION OF THE BONDS - Redemption.”

The Bonds are being issued by the Issuer to finance the acquisition and rehabilitation of a 90-unit multifamily housing project located in Riverbank California and other capital projects of the Issuer (the “Project”), to fund reserves, including deposits to a Debt Service Reserve Fund, and to pay the costs of issuance for the Bonds. See “THE Project – General” herein. The Bonds will be additionally secured by a deed of trust recorded against the Project (the “Deed of Trust”).

Payment of the principal of, interest, and premium, if any, on the Bonds will be secured by certain resources and assets constituting the Trust Estate under the Indenture, [including General Revenues of the Issuer], as described herein. Under the Indenture, the Issuer pledges all of the Project Revenues, all monies in the Revenue Fund, as held by the Issuer, and the other funds and accounts held by the Trustee (except the Rebate Fund and Fees Fund), to secure the payment of Bonds. See “SECURITY AND SOURCES OF PAYMENT FOR THE BONDS” herein.

THE BONDS DO NOT CONSTITUTE A DEBT OF THE ISSUER, THE STATE OF CALIFORNIA (THE “STATE”) OR ANY POLITICAL SUBDIVISION THEREOF, EXCEPT AS PROVIDED IN THE INDENTURE. NEITHER THE ISSUER, THE STATE, NOR ANY POLITICAL SUBDIVISION OF THE STATE, OTHER THAN THE ISSUER TO THE EXTENT SET FORTH IN THE INDENTURE, SHALL BE LIABLE FOR THE PAYMENT OF THE BONDS, AND THE BONDS ARE NOT SECURED BY ANY TAXING POWER. THE BONDS ARE SPECIAL, LIMITED OBLIGATIONS OF THE ISSUER, PAYABLE (SUBJECT TO CERTAIN EXCEPTIONS) SOLELY FROM THE TRUST ESTATE. THE ISSUER HAS NO TAXING POWER.

The Bonds are offered when, as and if issued, subject to approval of legality by Jones Hall LLP, San Mateo, California, Bond Counsel, and certain other conditions. Jones Hall LLP, San Mateo, California, is also acting as Disclosure Counsel to the Issuer. Certain legal matters will be passed upon for the Issuer by [Issuer counsel] and for the Underwriter by Kutak Rock LLP, Irvine, California. It is anticipated that the Bonds in book-entry form will be ready for delivery at DTC in New York, New York, on or about _____, 2025.

This cover page contains certain information for quick reference only. It is not a summary of the issue. Investors must read this entire Official Statement to obtain information essential to the making of an informed investment decision

[Oppenheimer & Co. Inc. logo]

The Date of this Official Statement is: _____, 2025

Maturity Schedule

\$ _____*
Stanislaus Regional Housing Authority
Multifamily Housing Revenue Bonds
(Riverbank Commons)
Series 2025A

Base CUSIP†: _____

\$ _____ Serial Bonds

Maturity (November 1)	Principal Amount	Interest Rate	Yield	Price	CUSIP†
--------------------------	---------------------	------------------	-------	-------	--------

\$ _____ % Term Bond due November 1, 20__; Yield _____%; Price _____; CUSIP† _____
\$ _____ % Term Bond due November 1, 20__; Yield _____%; Price _____; CUSIP† _____

*Preliminary; subject to change.

† Copyright 2025, American Bankers Association. CUSIP data herein are provided by Standard & Poor's CUSIP Service Bureau, a division of The McGraw-Hill Companies, Inc., and are provided for convenience of reference only. Neither the Issuer nor the Underwriter assumes any responsibility for the accuracy of these CUSIP data.

C Yield to the first optional call date of November 1, 20__.

GENERAL INFORMATION ABOUT THIS OFFICIAL STATEMENT

Use of Official Statement. This Official Statement is submitted in connection with the sale of the Bonds referred to herein and may not be reproduced or used, in whole or in part, for any other purpose. This Official Statement is not a contract between any bond owner and the Issuer or the Underwriter.

No Offering Except by This Official Statement. No dealer, broker, salesperson or other person has been authorized by the Issuer or the Underwriter to give any information or to make any representations other than those contained in this Official Statement and, if given or made, such other information or representation must not be relied upon as having been authorized by the Issuer or the Underwriter.

No Unlawful Offers or Solicitations. This Official Statement does not constitute an offer to sell or the solicitation of an offer to buy nor may there be any sale of the Bonds by a person in any jurisdiction in which it is unlawful for such person to make such an offer, solicitation or sale.

Information in Official Statement. The information set forth in this Official Statement has been furnished by the Issuer and other sources which are believed to be reliable, but it is not guaranteed as to accuracy or completeness.

Estimates and Forecasts. When used in this Official Statement and in any continuing disclosure by the Issuer or the Issuer in any press release and in any oral statement made with the approval of an authorized officer of the Issuer or the Issuer or any other entity described or referenced herein, the words or phrases "will likely result," "are expected to", "will continue", "is anticipated", "estimate", "project," "forecast", "expect", "intend" and similar expressions identify "forward looking statements" within the meaning of the Private Securities Litigation Reform Act of 1995. Such statements are subject to risks and uncertainties that could cause actual results to differ materially from those contemplated in such forward-looking statements. Any forecast is subject to such uncertainties. Inevitably, some assumptions used to develop the forecasts will not be realized and unanticipated events and circumstances may occur. Therefore, there are likely to be differences between forecasts and actual results, and those differences may be material. The information and expressions of opinion herein are subject to change without notice, and neither the delivery of this Official Statement nor any sale made hereunder shall, under any circumstances, give rise to any implication that there has been no change in the affairs of the Issuer or any other entity described or referenced herein since the date hereof.

Involvement of Underwriter. The Underwriter has provided the following statement for inclusion in this Official Statement: The Underwriter has reviewed the information in this Official Statement in accordance with, and as a part of, its responsibilities to investors under the Federal Securities Laws as applied to the facts and circumstances of this transaction, but the Underwriter does not guarantee the accuracy or completeness of such information.

Stabilization of and Changes to Offering Prices. The Underwriter may overallocate or take other steps that stabilize or maintain the market prices of the Bonds at levels above that which might otherwise prevail in the open market. If commenced, the Underwriter may discontinue such market stabilization at any time. The Underwriter may offer and sell the Bonds to certain securities dealers, dealer banks and banks acting as agent at prices lower than the public offering prices stated on the inside cover page of this Official Statement, and those public offering prices may be changed from time to time by the Underwriter.

Document Summaries. All summaries of the Indenture or other documents referred to in this Official Statement are made subject to the provisions of such documents and qualified in their entirety to reference to such documents, and do not purport to be complete statements of any or all of such provisions.

No Securities Laws Registration. The Bonds have not been registered under the Securities Act of 1933, as amended, in reliance upon exceptions therein for the issuance and sale of municipal securities. The Bonds have not been registered or qualified under the securities laws of any state.

Effective Date. This Official Statement speaks only as of its date, and the information and expressions of opinion contained in this Official Statement are subject to change without notice. Neither the delivery of this Official Statement nor any sale of the Bonds will, under any circumstances, give rise to any implication that there has been no change in the affairs of the Issuer, the County, the other parties described in this Official Statement, or the condition of the property within the Issuer since the date of this Official Statement.

Website. The Issuer maintains a website. However, the information presented on the website is not a part of this Official Statement and should not be relied upon in making an investment decision with respect to the Bonds.

**Stanislaus Regional Housing Authority
Multifamily Housing Revenue Bonds
(Riverbank Commons)
Series 2025A**

STANISLAUS REGIONAL HOUSING AUTHORITY

Board of Commissioners

Carlos Estacio III, District 2, *Chairman*
A. Dirk Hoek, District 4, *Vice Chairman*
Diana Haile, District 5 [**currently vacant?**], *Commissioner*
Frank Ploof, District 3, *Commissioner*
Christien Schweininger, District 1, *Commissioner*
Kenneth Cheesemen, *Tenant Commissioner*
Margie Johnson, *Tenant Commissioner*

BOND and DISCLOSURE COUNSEL

Jones Hall LLP
San Mateo, California

UNDERWRITER'S COUNSEL

Kutak Rock LLP
Irvine, California

TRUSTEE

The Bank of New York Mellon Trust Company, N.A.
Los Angeles, California

TABLE OF CONTENTS

	<u>Page</u>
INTRODUCTION	2
DESCRIPTION OF THE BONDS	3
General	3
Registration and Trustee	3
Book-Entry Transfer System	4
Redemption	4
Acceleration	5
SECURITY AND SOURCES OF PAYMENT FOR THE BONDS	6
General	6
Trust Estate	6
Project Revenues	6
[General Revenue Pledge]	6
Funds and Accounts Under the Indenture	7
The Deed of Trust	9
Covenants	9
USE OF PROCEEDS	13
Sources and Uses of Funds	13
Debt Service Schedule	14
BONDHOLDERS' RISKS	15
In General	15
Risks of Real Estate Investment Generally	15
[General Revenue Pledge]	16
Uninsured Losses	16
Certain Risks Associated with the Title Insurance	16
Certain Risks Associated with the Deed of Trust	16
Antideficiency Legislation and Certain Other Limitations on Lenders	18
State Foreclosure Laws	18
Issuer Bankruptcy	19
Federal Housing Programs	19
Effects on Exemption of Interest From Federal Taxes	20
Loss of Premium From Early Redemption	20
Seismic, Wildfire and Environmental Matters	20
Project Feasibility	21
THE ISSUER	22
Management of the Issuer	22
Programs Administered by the Issuer	23
Financial Highlights of the Issuer	23
Issuer Debt Repayment Record	23
Outstanding Debt of the Issuer	23
Property Management	23
THE PROJECT	24
AFFORDABILITY COVENANTS	29
LEGAL MATTERS	30
Litigation	30
Approval of Counsel	30
TAX MATTERS	30
RATING	33

OTHER BOND INFORMATION	33
Trustee	33
Underwriting	33
Interests of Certain Named Experts and Counsel	34
Official Statement	34
APPENDIX A	Summary of the Principal Documents
APPENDIX B	Issuer's Audited Financial Statements for Fiscal Year ending September 30, 2024
APPENDIX C	Demographic Information for the City of Riverbank and County of Stanislaus
APPENDIX D	Proposed Form of Opinion of Bond Counsel
APPENDIX E	Form of Continuing Disclosure Certificate for the Issuer
APPENDIX F	DTC and the Book-Entry Only System
APPENDIX G	Executive Summary of Appraisal

[insert California map highlighting Stanislaus County and other counties served by the SRHA]

OFFICIAL STATEMENT

\$ _____ *

**Stanislaus Regional Housing Authority
Multifamily Housing Revenue Bonds
(Riverbank Commons)
Series 2025A**

INTRODUCTION

The Stanislaus Regional Housing Authority, a public body corporate and politic, duly organized and existing under the laws of the State of California (the “**Issuer**”), provides this Official Statement in connection with the issuance by the Issuer of \$ _____ * aggregate principal amount of its Stanislaus Regional Housing Authority Multifamily Housing Revenue Bonds (Riverbank Commons) Series 2025A (the “**Bonds**”).

The Bonds are issued pursuant to the laws of the State of California, a resolution of the Issuer adopted by the Issuer’s Board of Directors on September 11, 2025, authorizing the issuance and sale of the Bonds (the “**Bond Resolution**”), and a Trust Indenture dated as of November 1, 2025 (the “**Indenture**”), by and between the Issuer, as issuer, and The Bank of New York Mellon Trust Company, N.A., as trustee (the “**Trustee**”).

The Bonds are being issued by the Issuer to finance the acquisition and rehabilitation of a 90-unit multifamily housing project located at 3229-3320 Santa Fe, 6611 Fourth Street, 3207-3321 Stanislaus and 3430-3620 Burney Court in the City of Riverbank, County of Stanislaus, California (the “**Project**”) to be occupied, in part, by persons and families of low and very low income, as described herein, and other capital improvement projects of the Issuer, to fund a Debt Service Reserve Fund, and to pay the costs of issuance of the Bonds. See “SECURITY AND SOURCES OF PAYMENT FOR THE BONDS.” The Bonds will be additionally secured by a First Deed of Trust, Absolute Assignment of Rents, Security Agreement and Fixture Filing (the “**Deed of Trust**”).

The Bonds are special, limited obligations of the Issuer, payable solely from certain resources and assets constituting the Trust Estate under the Indenture, including the Project Revenues, [General Revenues of the Issuer], all cash and investments in the funds and accounts established under the Indenture (except the Rebate Fund and the Fees Fund), and all other rights or property specifically transferred to the Trustee by the Issuer.

THE BONDS DO NOT CONSTITUTE A DEBT OF THE ISSUER, THE STATE, OR ANY POLITICAL SUBDIVISION THEREOF, EXCEPT AS PROVIDED IN THE INDENTURE. NEITHER THE ISSUER, THE STATE NOR ANY POLITICAL SUBDIVISION OF THE STATE OTHER THAN THE ISSUER TO THE EXTENT SET FORTH IN THE INDENTURE SHALL BE LIABLE FOR THE PAYMENT OF THE BONDS, AND THE BONDS ARE NOT SECURED BY ANY TAXING POWER. THE BONDS ARE SPECIAL, LIMITED OBLIGATIONS OF THE ISSUER WHICH ARE PAYABLE SOLELY FROM THE TRUST. THE ISSUER HAS NO TAXING POWER.

* Preliminary; subject to change.

This Official Statement, including the cover page and the appendices hereto (collectively, the “**Official Statement**”), contains summaries of, among other matters, the Bonds, the Indenture, and the Deed of Trust. The descriptions and summaries of various documents hereinafter set forth do not purport to be comprehensive or definitive, but are fair and accurate, and reference is made to each such document for the complete details of all terms and conditions. All statements herein are qualified in their entirety by reference to each such document. After delivery of the Bonds, copies of such documents will be available for inspection at the office of the Trustee’s agent in Los Angeles, California.

Appendix A to this Official Statement contains summaries of certain definitions and provisions of the Indenture and the Deed of Trust. Appendix B has the audited financial statements of the Issuer for the fiscal year ending September 30, 2024. Appendix C includes demographic information relating to the County of Stanislaus. Appendix D is the proposed form of legal opinion of Jones Hall LLP, San Mateo, California (“**Bond Counsel**”). Appendix E contains the form of Continuing Disclosure Certificate to be executed by the Issuer. Appendix F includes a discussion of book-entry bonds supplied by The Depository Trust Company, New York, New York (“**DTC**”). Appendix G provides the executive summary of the appraisal prepared with respect to the Project. All capitalized terms used in this Official Statement and not otherwise defined herein have the same meanings as in the Indenture.

DESCRIPTION OF THE BONDS

General

The Bonds will be dated and bear interest from their date of delivery.

Interest on the Bonds will be paid semiannually on each May 1 and November 1 commencing May 1, 2026, at the rates set forth on the inside cover of this Official Statement. Interest will be calculated on the basis of a 360-day year consisting of twelve 30-day months. The Bonds will mature on the dates and in the amounts set forth on the inside cover of this Official Statement.

Registration and Trustee

The Bonds are issued only as fully registered Bonds and, when issued, will be registered in the name of Cede & Co., as Bondowner and nominee for DTC. DTC will act as Securities Depository for the Bonds. Purchases of the Bonds will be made in book-entry form only, in denominations of \$5,000 or any integral multiple thereof. Purchasers will not receive certificates representing their interest in the Bonds purchased. So long as Cede & Co. is the registered owner of the Bonds, as nominee of DTC, references herein to the registered Bondowners will mean Cede & Co. and will not mean the “Beneficial Owners” of the Bonds. In this Official Statement, the term “Beneficial Owner” will mean the person for whom a DTC participant acquires an interest in the Bonds.

The principal of and interest on the Bonds are payable by the Trustee. For so long as the Bonds remain in a “book-entry only” transfer system, the Trustee will make such payments to DTC, which in turn is obligated to remit such principal and interest to the DTC participants for subsequent disbursement to Beneficial Owners of the Bonds, as described herein under “DESCRIPTION OF THE BONDS - Book-Entry Transfer System” and in “APPENDIX F – DTC AND THE BOOK-ENTRY ONLY SYSTEM.”

Book-Entry Transfer System

Book-Entry Bonds. DTC will act as securities depository for the Bonds. The ownership of one fully registered Bond for each maturity of the Bonds, as set forth on the cover of this Official Statement, in an aggregate amount equal to the aggregate principal amount of the Bonds, will be registered in the name of Cede & Co., as nominee for DTC. See Appendix E for additional information on DTC. *The Issuer makes no representation as to the accuracy or completeness of the information in Appendix E provided by DTC. Purchasers of the Bonds should confirm this information with DTC or its participants.*

Termination of Book-Entry Transfer System. Upon the resignation of DTC or any other institution acting as Securities Depository, or if the Issuer determines that continuation of any institution in the role of Securities Depository is not in the best interests of the Beneficial Owners, the Issuer will attempt to identify another institution qualified to act as Securities Depository or will continue the book-entry transfer system by resolution. If the Issuer is unable to identify such Securities Depository prior to the effective date of the resignation, the Issuer will discontinue the book-entry transfer system and will cause the Trustee to authenticate and deliver replacement Bonds in fully registered form in Authorized Denominations in the names of the Beneficial Owners or their nominees. Thereafter the provisions set forth in the Indenture regarding transfer of Bonds while not in book-entry form will apply.

Redemption

Optional Redemption. The Bonds maturing on or before November 1, 20__ are not subject to redemption prior to maturity. The Bonds maturing on or after November 1, 20__, are subject to redemption prior to their respective stated maturities, from any source of available moneys, at the option of the Issuer, in whole or in part by such maturities as may be selected by the Issuer, and by lot within a maturity, on any date on or after November 1, 20__, at a redemption price equal to 100% of the principal amount thereof, without premium, together with accrued interest thereon to the redemption date.

Mandatory Redemption of Term Bonds; Sinking Fund Installments. The Bonds maturing on November 1, 20__ and November 1, 20__ (the "Term Bonds") shall be subject to mandatory redemption prior to their stated maturity, in part, by lot, from Sinking Fund Installments on the dates and in the amounts shown in the following tables, at the principal amount of such Bonds being redeemed, plus accrued interest thereon to the date fixed for redemption, without premium. Subject to the provisions of Section 5.05 of the Indenture, the Issuer shall make the following Sinking Fund Installments on the respective dates and in the amounts set forth in the following tables:

Term Bond Maturing November 1, 20__

Date (<u>November 1</u>)	Principal <u>Amount</u>
-------------------------------	----------------------------

(maturity)

Term Bond Maturing November 1, 20

Date (November 1)	Principal Amount
----------------------	---------------------

(maturity)

Notice of Redemption. When Bonds are redeemed, notice of any such intended redemption will be given by the Trustee by mailing a copy of an official redemption notice by registered or certified mail, postage prepaid, not less than 15 nor more than 45 days prior to the redemption date, to the Issuer and to the registered owner of any bond to be redeemed at the address appearing upon the registry books. These requirements will be deemed to have been fulfilled when notice is mailed as provided in the Indenture whether or not it is actually received by the Owner of any Bond.

The interest on the Bonds so called for redemption will cease to accrue after the date fixed for redemption, and all such Bonds will be deemed to not be Outstanding under the Indenture, except that if the Issuer has not provided funds to the Trustee for such redemption, the Bonds will continue to bear interest until the Trustee receives sufficient funds from the Issuer to pay the redemption price and all accrued interest on the Bonds called for redemption.

Acceleration

Under the Indenture, an Event of Default includes, among other events, a default in the payment of the principal of, redemption premium, if any, or interest on any Bond when due. Upon the occurrence of an Event of Default, the Trustee may, and upon the direction of Holders of not less than a majority in Principal Amount of the Outstanding Bonds will, declare the principal of all of the Outstanding Bonds, plus accrued interest, immediately due and payable. See Appendix A – “Summary of Principal Documents – The Indenture – Defaults and Remedies – Events of Default.”

[Remainder of page intentionally left blank.]

SECURITY AND SOURCES OF PAYMENT FOR THE BONDS

General

The Bonds will be special obligations of the Issuer payable solely from Project Revenues, [from the General Revenues of the Issuer], and from the money and investments held in the Funds and accounts held by the Indenture and investment earnings thereon until disbursed as provided therein. The Bonds are also secured by the Deed of Trust. [The pledge of General Revenues is subject to the right of the Issuer to issue or enter into, without limitation, other obligations to be paid from the General Revenues on a parity of lien with the Bonds and to pledge any portion of the General Revenues to the payment of other obligations, those payments to have a priority over the payments to be made on the Bonds with respect to that portion of the General Revenues so pledged. Nothing in the Indenture prohibits the Issuer from entering into indebtedness that is payable solely from revenues, proceeds and earnings which are not Project Revenues, and are not payable, in whole or in part, from money in any of the Funds under the Indenture.]

Trust Estate

As provided in the Indenture, the Issuer has granted to the Trustee a security interest in property described under this heading to secure the Bonds (the "Trust Estate"). The Trust Estate has been granted to the Trustee in order to secure the payment of the principal of, premium if any, and interest on the Bonds according to their tenor and effect, and the performance and observance by the Issuer of all the covenants in the Indenture and in the Bonds. The Trust Estate consist of the following:

1. All of the Project Revenues [and General Revenues of the Issuer];
3. All proceeds of the sale of the Bonds;
4. All Funds and Accounts established pursuant to the Indenture (except the Rebate Fund and the Fees Fund to the extent of the amount on deposit therein representing Trustee's fees and expenses), and the moneys and securities therein (subject to the application thereof as permitted in the Indenture); and
5. Until released as provided under the Indenture, the lien on the real property and improvements therein conveyed by the Deed of Trust.

Project Revenues

The primary source of repayment for the principal of and interest on the Bonds will be the Project Revenues. Under the Indenture, the Issuer pledges all of the Project Revenues and all monies in the Revenue Fund both as held by the Issuer to secure the payment of the Bonds.

The Project Revenues are primarily comprised of rents from the Project.

[General Revenue Pledge

The Issuer has additionally pledged its General Revenues to the payment of the Bonds. The pledge of General Revenues is subject to the right of the Issuer to issue or enter into, without limitation, other obligations to be paid from the General Revenues on a parity of lien with the Bonds and to pledge any portion of the General Revenues to the payment of other obligations,

those payments to have a priority over the payments to be made on the Bonds with respect to that portion of the General Revenues so pledged.

["General Revenues" means all unrestricted general revenues and other funds of the Issuer, which may be applied to make payments due under the Indenture without violating any applicable law or regulation or agreement to which the Issuer is a party. The pledge of General Revenues is subject to the right of the Issuer to issue or enter into, without limitation, other obligations to be paid from the General Revenues on a parity of lien with the Bonds and to pledge any portion of the General Revenues to the payment of other obligations, those payments to have a priority over the payments to be made on the Bonds with respect to that portion of the General Revenues so pledged. See "CERTAIN BONDHOLDERS' RISKS - General Revenue Pledge" and "- Possible Limitations on Remedies and Enforcement of Security Interests."]

Nothing in the Indenture prohibits the Issuer from entering into any indebtedness that is payable solely from revenues, proceeds and earnings which are not Project Revenues or Bond proceeds, and are not payable, in whole or in part, from money in any of the Funds or Accounts under the Indenture.]

Funds and Accounts Under the Indenture

Except as indicated below, the following funds and accounts have been established by the Indenture, as part of the Trust Estate securing the Bonds.

Revenue Fund. The Issuer has established and created a Revenue Fund, and all Project Revenues will be deposited into the Revenue Fund. The Issuer may make withdrawals from the Revenue Fund for the Project for payments of Operations and Maintenance Costs for the Project. The Issuer shall deliver to the Trustee from the Revenue Fund for the Project the following:

(1) Not later than three Business Days prior to each Interest Payment Date, the Issuer shall provide to the Trustee Net Revenues for deposit in the Principal and Interest Account, in the amount necessary to pay the interest due on the Bonds on such Interest Payment Date and to pay the principal, if any, due on the Bonds on such Interest Payment Date, after taking into account any amounts then on deposit in the Principal and Interest Account for such payment.

(2) Not later than three Business Days prior to each redemption date for any Bonds, the Issuer shall provide to the Trustee Net Revenues for deposit in the Principal and Interest Account, in the amount necessary to pay the redemption price, premium, if any, and interest due on such Bonds on such redemption date, after taking into account any amounts then on deposit in the Principal and Interest Account and available for such payment on such redemption date.

(3) If, on any valuation date for the Reserve Account specified in the Indenture, the Reserve Account falls below the Reserve Requirement, then not later than the 10th calendar day of each month, commencing with the 10th calendar day of the first month immediately following the date the Reserve Account falls below the Reserve Requirement, Net Revenues, in a monthly amount determined as specified in the following sentence. The monthly amount required to be delivered to the Trustee for deposit to the Reserve Account shall be an amount equal to a fraction (the numerator of which shall be one and the denominator of which shall be the number of months remaining until the next

succeeding Interest Payment Date) of the amount necessary to meet the Reserve Requirement by the next succeeding Interest Payment Date.

(4) The Issuer may disburse amounts in the Revenue Fund for the Project in excess of amounts needed to make the payments described in subparagraphs (1) through (3) for any lawful Issuer purpose.

Project Fund. Proceeds from the sale of the Bonds will be deposited into a Project Fund (the “**Project Fund**”) as set forth in the Indenture. Moneys in the Project Fund shall be used solely for: (i) paying the costs of the acquisition and rehabilitation of the Project and other capital improvements of the Issuer, pursuant to a Disbursement Certificate provided by the Issuer to the Trustee, (ii) the payment of capitalized interest, if any, and (iii) upon completion of the Project, the Trustee shall transfer any money and investments remaining in the Project Fund to the Principal and Interest Account of the Bond Fund for payment of the principal and interest on the Bonds as the Issuer shall specify in writing.

Costs of Issuance Fund. The Issuer will establish a Costs of Issuance Fund (the “**Costs of Issuance Fund**”) for the Bonds. The moneys in the Costs of Issuance Fund shall be used for the payment of Costs of Issuance and shall be disbursed upon the receipt of a requisition. Six months after the Issue Date, the Trustee will transfer amounts remaining on deposit in the Costs of Issuance Fund to the Revenue Fund.

Bond Fund. The Trustee will establish and maintain a Bond Fund and will charge the Bond Fund, on or prior to each Interest Payment Date, an amount equal to the unpaid Principal Installments and interest due on the Bonds on such Interest Payment Date, and will cause the same to be applied to the payment of such interest and Principal Installments when due. Additionally, on each Interest Payment Date, the Trustee shall apply the Sinking Fund Installments, if any, required on that date to the redemption of the applicable Term Bonds, as provided in the Indenture.

In the event that the amount credited to the Bond Fund is insufficient to pay Principal Installments on the Bonds due on such Interest Payment Date, the Trustee shall credit the Bond Fund by charging the following Accounts in the following order of priority: (1) the Revenue Fund; (2) the Redemption Account; (3) the Project Fund, (4) the Reserve for Replacements Account; (5) the Fees Fund; and (6) the Debt Service Reserve Fund, all as provided in the Indenture.

Debt Service Reserve Fund. The Trustee will establish and maintain a Debt Service Reserve Fund on behalf of the Issuer. At least three Business Days prior to each Interest Payment Date, the Trustee shall deposit the Debt Service Reserve Fund Requirement into the Debt Service Reserve Fund. Under the terms of the Indenture, the Trustee may charge the Debt Service Reserve Fund and credit the Bond Fund for the amount of any deficiency in the Bond Fund on an Interest Payment Date. When on any May 1 or November 1 the amount in the Debt Service Reserve Fund is greater than the Debt Service Reserve Fund Requirement, any excess amount shall either be retained in such Account or, upon request of the Issuer, be credited to the Redemption Account or the Revenue Fund, as the Issuer may request.

Redemption Account. Any moneys credited to the Redemption Account and not otherwise restricted shall be applied to the purchase or the redemption of Bonds as provided in the Indenture.

[Reserve for Replacements Account. The Trustee will create and maintain a Reserve for Replacements Account to be disbursed to the Issuer to be used for capital expenditures for the Project, pursuant to a disbursement requisition.]

Fees Fund. Amounts on deposit in the Fees Fund shall be used on each November 1 commencing November 1, 2026, to pay the fees and expenses of the Trustee and the annual fees and expenses of the Issuer.

Rebate Fund. The Rebate Fund is for the payment of any rebates to the United States required pursuant to Section 148(f) of the Code, and is not pledged as security for the Bonds. The Rebate Amount is calculated by the Issuer no later than 45 days after each Installment Computation Date or the Final Computation Date. No later than 55 days after each Installment Computation Date or the Final Computation Date, the Trustee will, at the written request of the Issuer, disburse money from the Rebate Fund to the United States for such payment.

The Deed of Trust

The Deed of Trust for the Project, under which the Issuer is grantor and the Trustee is beneficiary, conveys a first lien on the Issuer's interest in the real property and improvements that constitute the Project, subject only to Permitted Encumbrances. See APPENDIX A "Summary of the Principal Documents – Deed of Trust."

For a description of limitations on the enforceability of the Deed of Trust, see "BONDHOLDERS' RISKS – State Foreclosure Laws."

Proceeds of a foreclosure under the Deed of Trust shall be used to pay off the Bonds. Any excess moneys remaining after prepayment of the Bonds in full will be returned to the Issuer.

Covenants

The Issuer has covenanted to perform all covenants and undertakings described in the Indenture. The following list of covenants is not inclusive.

Lien of Indenture. The Issuer will not create a lien against the Trust Estate or any part of the Trust Estate that is equal or superior to the lien created by the Indenture, except in connection with the issuance of Additional Bonds on a parity basis with the Bonds. The Issuer may create a lien against the Trust Estate or any part of the Trust Estate that is junior to the lien created by the Indenture.

Debt Service Coverage Ratio. The Issuer covenants to establish and collect rents and revenues in connection with the Project at a level sufficient to meet the Coverage Ratio Requirement for the Bonds of not less than 1.20 to 1 in each Bond Year commencing with the Bond Year ending November 1, 2026. On or before July 1 of each year beginning July 1, 2027, the Issuer will deliver to the Trustee an Accountant's Certificate stating the actual Coverage Ratio for the preceding year.

The failure of the Issuer to achieve the Coverage Ratio Requirement during a Bond Year is not an Event of Default. If the Accountant's Certificate shows that the actual Coverage Ratio for the immediately preceding year was less than 1 to 1, then the Issuer will, within 30 days after receipt of the Accountant's Certificate, employ a Housing Consultant to review the Issuer's operation of such Development. The Housing Consultant will make a written recommendation to

the Issuer, the Issuer and the Trustee within 90 days, and the Issuer covenants to follow such recommendations to the fullest extent possible. Failure to employ a Housing Consultant or follow its recommendations constitutes a covenant default, provided that neither the Issuer nor the Trustee shall have any duty to monitor the Issuer's compliance with the Housing Consultant's recommendation. See "THE Project - Revenue Projections" herein.

[Reserve for Replacements Covenant. The Issuer agrees to pay to the Trustee, on a monthly basis, an amount equal to one-twelfth of the Reserve for Replacement Requirement (for the Project, this is an amount equal to \$__ per unit of the residential units in the Project, per Bond Year), after taking into account the amount on deposit in the Reserve for Replacements Account, to be used for capital expenditures of the Project.

Every ten years, the Issuer will examine the Project and submit a report to the Issuer and the Trustee that will determine the amount of the annual deposits to be made monthly thereafter to the Reserve for Replacements Account in order to adequately fund the repair and replacement of all capital items in connection with the Project through a date two years after the final maturity date of the Bonds.]

Insurance. So long as any amounts due on the Bonds remain unpaid, the Issuer shall carry or cause to be carried insurance with one or more responsible casualty and liability insurers, including the Housing Authorities Risk Retention Pool ("**HARRP**") (a pooled self-insurance program for public housing authorities), for so long as such Risk Retention Pool is approved to provide self-insurance for housing authorities by the U.S. Department of Housing and Urban Development ("**HUD**"). The Issuer will carry such insurance against the following risks, and will provide a certificate stating that it has obtained and is maintaining such coverage to the Trustee, in at least the following amounts:

- (1) insurance against loss or damage by fire and lightning, upon a repair or replacement basis if available, and otherwise to the full insurable value of the Project (less land), but in no event less than the outstanding principal amount of the Note, with deductible provisions not to exceed \$25,000 for any one casualty, and with uniform standard extended coverage endorsement limited only as may be provided in the standard form of extended coverage endorsement at the time in use in the State;
- (2) business interruption or use and occupancy insurance on the Project in an amount equal to twelve months' budgeted Project Revenues; and
- (3) a comprehensive general public liability insurance policy or policies against all direct or contingent loss or liability for damage to property, personal injury or death caused by the operation and control of or construction at the Project, with a maximum single limit liability of not less than \$1,000,000 for personal injury or death arising from a single accident or event, and \$1,000,000 for a single occurrence of property damage.

The Issuer shall also obtain, on or prior to the Issuance Date, an ALTA lender's policy of title insurance for the Project in an amount at least equal to the principal amount of the Bonds. The Issuer shall ensure that such policy of title insurance shall show no liens on the Project other than Permitted Encumbrances and shall contain customary endorsements. The beneficiary under each policy of title insurance shall be the Trustee for the benefit of Bondowners.

Condemnation Awards and Insurance Proceeds. If Insurance Proceeds are received or a Condemnation Award is paid, the Issuer shall forward such amounts to the Trustee upon

receipt thereof (if not paid directly to the Trustee). If damage to or condemnation of any of the Project is less than \$100,000, the Issuer will restore the Project. If the damage to or condemnation of the Project is equal to or greater than \$100,000, the Issuer will conduct a study to determine whether restoration of the Project will allow the Issuer to maintain the Coverage Ratio Requirement. If the Issuer determines to restore the applicable Project, the Condemnation Award or Insurance Proceeds will be paid to the Trustee to be held in the account related to the Project Fund and disbursed to the Issuer for restoration upon Trustee's receipt of a disbursement certificate (with any excess amount not needed to restore the Project to be used to redeem Bonds). If the Issuer determines not to restore the Project, then the Condemnation Award or Insurance Proceeds will be transferred to the Trustee for deposit in the Redemption Account and applied to the redemption of the Bonds.

Limitation on Indebtedness. The Issuer shall not incur any indebtedness having priority in payment of principal and interest out of Project Revenues superior or equal to the payments pursuant to the Indenture.

Tax-Exempt Status of the Bonds. The Issuer may not use the proceeds of the Bonds in any way that could impair the exclusion of interest on the Bonds from gross income for federal income tax purposes.

Maintenance of the Project. The Issuer will maintain the Project in reasonably safe condition and in good condition and repair at all times.

Maintenance of Existence; Assignments. The Issuer covenants and agrees that it will maintain its existence as a housing authority under the laws of the State, and will not dissolve, sell or otherwise dispose of all or substantially all of its assets nor consolidate with or merge into another entity or permit one or more other entities to consolidate with or merge into it. Notwithstanding the foregoing, with the prior written consent of the Issuer, the Issuer may consolidate with or merge into another entity, or permit one or more other entities to consolidate with or merge into it, or sell or otherwise transfer substantially all of its assets to another entity and thereafter dissolve or sell or otherwise transfer and of the Project to another entity affiliated with such Issuer; if:

(1) The surviving, resulting or transferee entity assumes in writing, if such entity is not the Issuer, all of the obligations of the Issuer under the Indenture, is not, after such transaction, otherwise in default under any provisions of the Indenture, is a governmental unit as described in the Code, or a corresponding provision of the federal income tax laws then in effect, and is a member of the Issuer or is the Issuer;

(2) The Trustee and the Issuer shall have received a report of an independent certified public accountant to the effect that the combined net worth of the surviving, resulting or transferee entity, after giving effect to such merger, consolidation, sale or other transfer, is at least equal to the combined net worth of the Issuer immediately prior to such merger, consolidation, sale or other transfer;

(3) The Trustee and the Issuer shall have received an Opinion of Counsel to the effect that such merger, consolidation, sale or other transfer will not cause interest on the Bonds to be included in gross income for federal income tax purposes.

Annual Financial Statements. The Issuer will provide audited annual financial statements to the Trustee and file such audited financial statements on the Municipal Securities

Rulemaking Board's EMMA website, as provided for in the Continuing Disclosure Certificate. The financial statements of the Issuer will be provided on or before 270 days after the end of each Fiscal Year, commencing with the Fiscal Year ending September 30, 2025. See Appendix E – "Continuing Disclosure Certificate" herein.

[Remainder of page intentionally left blank.]

USE OF PROCEEDS

The Bonds are being issued by the Issuer to finance the rehabilitation of the Project and other capital improvements of the Issuer, to fund certain reserves and to pay costs of issuance. For more information on the Project, see “THE PROJECT” herein.

Sources and Uses of Funds

The proceeds from the Bonds will be applied as follows:

Sources of Funds

Bonds Par Amount
Plus Original Issue Premium
Less Underwriter's Discount
Total Sources of Funds

Uses of Funds

Deposit to Project Fund ^[1]
Deposit to Debt Service Reserve Fund ^[2]
Deposit to Costs of Issuance Fund ^[3]
Total Uses of Funds

^[1] Amounts in the Project Fund will be used to acquire and rehabilitate the Project and fund other capital improvements of the Issuer.

^[2] Representing the Debt Service Reserve Requirement with respect to the Bonds.

^[3] Costs of issuance include, among other things, legal fees, housing authority consultant fees, Trustee's fees, title insurance premium and Official Statement printing costs.

[Remainder of page intentionally left blank.]

Debt Service Schedule

The following table displays projected debt service, including mandatory sinking fund payments for the Bonds, assuming no optional redemption.

DEBT SERVICE SCHEDULE

<u>Year (November 1)</u>	<u>Principal</u>	<u>Interest</u>	<u>Total Debt Service</u>
2026			
2027			
2028			
2029			
2030			
2031			
2032			
2033			
2034			
2035			
2036			
2037			
2038			
2039			
2040			
2041			
2042			
2043			
2044			
2045			
2046			
2047			
2048			
2049			
2050			
2051			
2052			
2053			
2054			
2055			
Total			

BONDHOLDERS' RISKS

In General

Prospective purchasers of the Bonds should consider carefully all possible factors which may affect both the operations and the revenues of the Project and any future projects, and consequently create the possibility that payment on the Bonds will not be made, that the Bonds will be redeemed prior to maturity or that interest on the Bonds might be taxable from their date of issuance. The Bonds may not be a suitable investment for all prospective purchasers. Prospective purchasers should consult their investment advisors before making any decisions to purchase the Bonds. The following discussion, while not setting forth all the factors which must be considered, contains some of the factors which should be considered prior to purchasing the Bonds.

Risks of Real Estate Investment Generally

The owners of the Bonds will be subject to the risks generally incident to an investment in real estate, including without limitation (i) the uncertainty that the Project will produce sufficient revenues to enable the Issuer to make timely payments pursuant to the terms of the Indenture; (ii) adverse changes in local market conditions, such as changes in the supply of or demand for competitive properties in the area; (iii) changes in interest rates and the availability of financing moneys that may render any refinancing or sale of the Project difficult, unattractive or even impossible; (iv) changes in real estate tax rates and other operating expenses, governmental laws (including, without limitation, zoning laws) and fiscal policy; and (v) natural disasters (including, without limitation, earthquakes and floods), which may result in uninsured losses.

The owners of the Bonds will be subject to the risk that the Project will be unable to attract and retain tenants as a result of adverse changes affecting the Project, the local real estate market or other factors, including the affordability restrictions on the Project imposed under the Housing Law. Such inability to attract and retain tenants would result in a decline in rental income and may affect the ability and willingness of the Issuer to make timely payments due pursuant to the Indenture. There can be no assurance that the Project will generate sufficient revenue to cover operating expenses and meet required payments under the Indenture.

Residential real estate, including the Project, can be subject to adverse housing pattern changes and uses, vandalism (resulting in, among other things, extra security costs), vacancies, rent controls, rising operating costs, and adverse changes in local market conditions, such as a decrease in demand for residential housing due to a decline of the local economy and a decrease in employment. The success of the Project, to a great extent, is dependent upon the economy of the City of Riverbank and the County of Stanislaus. According to the Appraisal, the market area in which the Project is located is expected to remain stable in coming years due to low home prices and population increases.

Rationing or other restrictions with respect to the availability or use of utilities also could have a significant effect on the profitability of operating the Project. Similarly, governmental or administrative entities may impose restrictions requiring structural alterations of or capital improvements to residential buildings, resulting in significant additional costs to the Issuer, and which would have a significant impact on the cash flow of the Project. If the local regulatory bodies having jurisdiction over the Project restrict or limit rent increases imposed by the Issuer to offset increased costs, the cash flow of the Project may be reduced. Any future organization of the tenants of the Project could result in resistance against rent increases, in the form of rent

strikes, litigation or other action. If rental receipts after Operating Expenses (other than debt service) are insufficient to service the debt with respect to the Indenture, foreclosure and sale of the Project is possible.

[General Revenue Pledge

The Issuer has pledged its General Revenues as additional security for the Bonds. Prospective purchasers of the Bonds should assume that the Bonds will be paid solely from Project Revenues. If such Project Revenues are insufficient to meet debt service on the Bonds, there is no assurance that General Revenues of the Issuer will be available or sufficient for that purpose. The pledge of General Revenues of the Issuer to the payment of the Bonds is subject to the right of the Issuer to issue, without limitation, other obligations to be paid from General Revenues on a parity of lien with the Bonds and to pledge any portion of the General Revenues to the payment of other obligations, those payments to have a priority of payments to the made on the Bonds with respect to that portion of the General Revenues so pledged.

Many factors could affect the availability of General Revenues to pay debt service on the Bonds. Th Issuer's overall financial wellbeing is partially dependent upon federal funding. See "BONDHOLDERS' RISKS – Federal Housing Programs."]

Uninsured Losses

The Indenture requires that the Issuer obtain and keep in force certain types and amounts of insurance on the Project so long as the Bonds are outstanding. However, there are certain types of losses (generally of a catastrophic nature) that are either uninsurable or not economically insurable. Such risks include, but may not be limited to, earthquakes, war and floods. Moreover, such insurance coverage is subject to certain upper limits, which may not be sufficient to pay the costs of remedying each and every event of casualty which may occur. In addition, the Issuer could allow the insurance on the Project to lapse. If an uninsured loss occurs, a default in payment of the Bonds could result and, if such loss is substantial, a non-payment of all or a portion of the Bonds almost certainly would occur.

Certain Risks Associated with the Title Insurance

The lien imposed on the Project by the Deed of Trust will be insured by a title insurance policy issued by Stewart Title Guaranty Company (the "**Title Insurance Policy**"). The insurance coverage provided by the Title Insurance Policy will be subject to certain limitations as set forth in full in the Title Insurance Policy. In addition, as set forth in the Title Insurance Policy, the Title Insurance Policy will insure the title to the Project subject to prior and subordinate liens, encumbrances and restrictions on the Project. There can be no assurances that, if there is a defect in the title of the Project, Stewart Title Guaranty Company will have the financial strength to honor the Title Insurance Policy.

Certain Risks Associated with the Deed of Trust

The Issuer will execute a Deed of Trust on the Project in favor of the Trustee to secure its obligations pursuant to the Indenture. The Trustee has the right to foreclose on the Project under certain circumstances. All amounts collected upon foreclosure of the Deed of Trust will be used to pay certain costs and expenses incurred by, or otherwise related to, the foreclosure, the performance of the Trustee and/or the beneficiary under the Deed of Trust, and then to pay the Bonds in accordance with the provisions of the Indenture.

Any valuation of the Project is based on future projections of income, expenses, capitalization rates, and the availability of the partial or total property tax exemption. Additionally, the value of the Project will be dependent at all times upon many factors beyond the control of the Issuer, such as changes in general and local economic conditions, changes in the supply of or demand for competing properties in the same locality and changes in real estate and zoning laws or other regulatory restrictions. A material change in any of these factors could change materially the value in use of the Project. Any weakened market condition also may depress the value of the Project. Any reduction in the market value of the Project will adversely affect the security available to the owners of the Bonds. There is no assurance that the amount available upon foreclosure of the Project after the payment of foreclosure costs will be sufficient to pay the amounts owing by the Issuer on the Bonds.

In the event of foreclosure, a prospective purchaser of a Project may assign less value to the Project than the value of the Project while owned by the Issuer since the purchaser may not enjoy the favorable financing rates associated with the Bonds, real estate tax exemption and other benefits. To the extent that buyers whose income is not tax-exempt may be willing to pay less for the Project than nonprofit buyers, then the resale of the Project after foreclosure may require more time to solicit nonprofit buyers interested in assuming the financing now applicable to the Project. In addition, there can be no assurance that the Project could be sold at 100 percent of its fair market value in the event of foreclosure. Although the owners of the Bonds will have available the remedy of foreclosure of the Deed of Trust in the event of a default (after giving effect to any applicable grace periods, and subject to any legal rights which may operate to delay or stay such foreclosure, such as may be applicable in the event of the Issuer's bankruptcy), there are substantial risks that the exercise of such a remedy will not result in recovery of sufficient funds to pay amounts due on the Bonds.

The Deed of Trust will be in the form of a deed of trust with power of sale and will be governed by California law. Under California law, the beneficiary of a deed of trust with power of sale (e.g., the lien holder described above) may cause the instrument to be foreclosed either judicially (by a court proceeding) or non-judicially by a trustee's sale. In the event of a judicial foreclosure, California law also requires the beneficiary of a deed of trust to realize on the underlying security first before suing on the debt. Non-judicial foreclosures under California law preclude suing on the debt in most circumstances.

In the event that the Deed of Trust is actually foreclosed, then, in addition to the customary costs and expenses of operating and maintaining the Project, the party or parties succeeding to the interest of the Issuer in the Project (including the Issuer or the owner(s) of any of the Bonds, if such party or parties were to acquire the interest of the Issuer in the Project) could be required to bear certain associated costs and expenses, which could include: (i) the cost of complying with federal, state or other laws, ordinances and regulations related to the removal or remediation of certain hazardous or toxic substances; (ii) the cost of complying with laws, ordinances and regulations related to health and safety and the continued use and occupancy of the 2025A Project such as the Americans with Disabilities Act; and (iii) costs associated with the potential reconstruction or repair of the 2025A Project in the event of any casualty or condemnation.

In order to realize on the Issuer's pledge under the Indenture and the Deed of Trust, the Trustee will be required to conduct a foreclosure sale of the Project under such Indenture and Deed of Trust pursuant to Article 9 of the California Commercial Code. Such a foreclosure sale must be held in a "commercially reasonable" manner and is subject to subsequent claims that the sale was not "commercially reasonable" and therefore was invalid. Because there is no

established market for deeds of trust comparable to the Deed of Trust, little guidance exists for conducting a “commercially reasonable” sale under these circumstances. Therefore, no assurance can be given that a foreclosure sale of the Trustee’s interest in the Indenture and the Deed of Trust will not subsequently be rendered invalid and set aside or that a purchaser could be found for such interests.

IN ORDER TO UNDERSTAND IN FULL THE RISKS AND PROCEDURES INVOLVED IN FORECLOSURE OF THE DEED OF TRUST UNDER CALIFORNIA LAW, POTENTIAL OWNERS OF THE BONDS ARE ADVISED AND EXPECTED TO CONSULT WITH AN EXPERT IN THE FIELD BEFORE PURCHASING THE BONDS.

Antideficiency Legislation and Certain Other Limitations on Lenders

California has four principal statutory prohibitions limiting the remedies of a beneficiary under a deed of trust: three antideficiency statutes and the “one-action rule” and its corollary, the “security first rule.”

Antideficiency Legislation. Two antideficiency statutes limit the beneficiary's right to obtain a deficiency judgment, one being based on the method of foreclosure and the other on the type of debt secured. Under the former, a deficiency judgment is ordinarily barred when the foreclosure is accomplished by means of a non-judicial trustee's sale, except in limited exceptions not applicable to the Deed of Trust. Under the latter (not applicable in this situation), a deficiency judgment is barred when a foreclosed deed of trust secures certain purchase money obligations.

Another statutory provision limits any deficiency judgment obtained by a beneficiary following a judicial sale to the excess of the outstanding debt above the fair market value of the property at the time of sale. This prevents a beneficiary from obtaining a large deficiency judgment against the debtor as the result of low bids at a judicial sale.

While the primary advantage of a lender proceeding under a judicial foreclosure is that it would be entitled to a deficiency judgment, judicial foreclosures are subject to most of the delays and expenses of other lawsuits and may require several years to complete.

One-Action Rule and Security First Rule. The one-action rule prohibits a secured creditor from initiating separate lawsuits against a debtor (i.e., one to foreclose on the security, a second to collect on the note). Under the statute, an “action” is a judicial proceeding, so a non-judicial trustee's sale is not considered to be an action because it is not a court proceeding. Under a judicial foreclosure scenario, if a Project is comprised of multiple properties securing a single debt (as is the case with the Project), the Trustee would be required to foreclose on the Project in one action, or lose its security interest in those projects not sold. Since the Deed of Trust contains a power of sale, the Trustee could pursue a non-judicial trustee’s sale of the the Project without violating the one-action rule.

The security first rule is a corollary to the one-action rule and requires the beneficiary to exhaust the security under a deed of trust by foreclosure before bringing a personal action against the trustor on the indebtedness. Under the one-action and security first rules, if the Trustee were to file suit or take other actions (including set off) to collect the debt secured by the Deed of Trust without first seeking to enforce the remedies under the Deed of Trust, the Trustee might forfeit its right to the security interest in the Project.

State Foreclosure Laws

Foreclosure laws permit a secured party to foreclose upon property subject to mortgages or a deed of trust such as the Deed of Trust relating to the Project. Although the Trustee will have the Deed of Trust on the Project, legal procedures connected with the exercise of remedies available may cause delays and otherwise limit the collection of funds available for payment of debt service on the Bonds. There can be no assurance that amounts realized from the foreclosure of the Project will be sufficient to pay the debt service on the Bonds. No deficiency may be available following a non-judicial foreclosure. Potential purchasers of Bonds should consult legal counsel or otherwise familiarize themselves with the relevant California laws.

Issuer Bankruptcy

The potential effects of a Issuer bankruptcy could be to significantly delay enforcement of remedies otherwise available to the Trustee and allow the bankruptcy court, under certain circumstances, to substitute other assets of the Issuer for collateral under the Indenture without application of the proceeds to payment of the Bonds, or to subordinate the Indenture and the Deed of Trust by payment of an amount determined by the bankruptcy court to be the value of the collateral thereunder (even though less than the total principal amount of Bonds then outstanding). The various legal opinions to be delivered concurrently with the delivery of the Bonds will be qualified as to the enforceability of the various legal instruments by limitations imposed by state and federal laws, rulings and decisions affecting remedies, by bankruptcy, insolvency, reorganization, or other laws of general application affecting the enforcement of creditors' rights and, with respect to the Issuer, by limitations potentially imposed on the basis of public policy.

Federal Housing Programs

The overall financial wellbeing of the Issuer is partially dependent upon federal financing. The willingness of the federal government to support subsidized housing has varied since the adoption of the Housing Act of 1937. Likewise, the allocation of federal funds in support of housing does not necessarily come through housing authorities.

The majority of the Issuer's revenues and a portion of their operating income is derived from federal financial assistance. The amount of this assistance for all housing authorities is established by the United States Congress through annual appropriations. The subsidy is allocated to housing authorities by HUD pursuant to applicable statutes and its regulations.

Congress can have an adverse effect on housing authority revenues in numerous ways, including but not limited to failing to create further programs owned or administered by housing authorities and letting those in existence pay out and lose their relationship to the federal government, decreasing the operating subsidy, decreasing the administrative fee for the administration of the Housing Choice Voucher Program, and directing federal resources through other channels.

Activities of local housing authorities are monitored and regulated closely by HUD. Regulation can take the form of limitations on spending or compulsory spending in ways that could have an adverse effect on the revenues available to the Bondholders. HUD is required to review housing authorities' budgets to the extent of federal involvement. HUD requires annual audits of local housing authorities and can compel the repayment to the United States of funds that HUD has found to have been misspent. Such required reimbursements can be withheld from continued operating subsidies, thus depriving the Issuer or the Issuer of resources. The Project also could

be impacted adversely by changes in federal regulations governing the allocation of Issuer expenses between federal and non-federal programs.

Various proposals have been discussed that would significantly change the structure and programs of HUD. At this time, it is not possible to determine what, if any, proposals may become law and what effect such proposals may have on the ability of the Issuer to make debt service payments on the Bonds.

Effects on Exemption of Interest From Federal Taxes

The exemption of interest on the Bonds from federal income taxes is dependent upon continuing compliance by the Issuer with the requirements of the Code.

Loss of Premium From Early Redemption

Although the initial offering price is less than or equal to par, any person who purchases a Bond at a price in excess of its principal amount should consider the fact that the Bonds are subject to redemption at a redemption price equal to the principal amount of such Bond plus accrued interest under certain circumstances as described herein.

Seismic, Wildfire and Environmental Matters

Seismic Risk. The areas in and surrounding the Project, like those in much of California, may be subject to unpredictable seismic activity. Earthquake damage could affect infrastructure and public improvements serving a Project, as well as the Project itself, and the continued habitability of the property. The damage may entail significant repair or replacement costs and that repair or replacement may never occur either because of the cost, or because repair or replacement will not facilitate habitability or other use, or because other considerations preclude such repair or replacement. Any of these circumstances could reduce Project Revenues available to pay the Bondowners.

Wildfire Risk. The risk of wildfire in the area is often unpredictable and could affect not only the physical structures, but also the infrastructure and public improvements serving a multifamily project. Damage from wildfire may entail significant repair or replacement costs and that repair or replacement may never occur either due to cost or because the repair or replacement will not facilitate habitability or other use. Any of these circumstances could reduce Project Revenues available to pay the Bondowners. The Project is located within existing urban areas and therefore are not likely to be prone to wildfire risk,

CEQA. Under the federal Comprehensive Environmental Response, Compensation and Liability Act and under comparable California law, a secured party which takes a deed in lieu of foreclosure, purchases a mortgaged property at a foreclosure sale or operates a mortgaged property may become liable under certain circumstances for the cost of remedial action ("**Remedial Action Costs**") if hazardous waste or hazardous substances have been released or disposed of on the property. If incurred, such Remedial Action Costs could be incurred by the Issuer or a third party that foreclosed on the property and would subject the Project to a lien and reduce or eliminate the amounts otherwise available to pay the Bondowners.

Phase I Environmental Assessments. In connection with the acquisition of the Project, Phase I Environmental Assessments were undertaken. [describe whether lead paint, radon or other environmental issues are present at the Project.] The Issuer implemented operations and

maintenance plans in relation to the _____ at the Project. No updated environmental assessments were performed in connection with the issuance of the Bonds.

Project Feasibility

An appraisal for the Project, with an effective date of _____, 2025 (the “**Appraisal**”) was prepared by _____ (the “**Appraiser**”). The Appraisal indicated an as-is market value for the Project totaling \$_____ as of an _____, 2025 date of value, and an as-improved value totaling \$_____ as of _____, 2025, assuming completion of certain capital improvements to be financed with Bond proceeds, and certain rent increases. See “THE PROJECT - General - Appraised Value” and “APPENDIX G - EXECUTIVE SUMMARY OF THE APPRAISAL.”

Other than the Appraisal, no independent feasibility study has been made of the Project.

The list above of Bondholders’ Risks is not, and is not intended to be, all inclusive.

[Remainder of page intentionally left blank.]

THE ISSUER

In 1937, Congress passed the United States Housing Act, landmark legislation that established the first federal framework for government-owned affordable housing. Through this legislation, the Housing Authority of the County of Stanislaus was organized in ____, 19___. The Issuer has over 70 years of experience in the field of affordable housing. A primary objective of the Issuer is to provide safe, decent housing in a suitable living environment for families that cannot afford standard private housing such as economically disadvantaged, disabled and/or elderly individuals in Stanislaus County. The Issuer accomplishes this goal through utilization of various federally and state funded programs, which are either owned housing or housing assistance payments programs. The Issuer is a public housing agency as defined in the United States Housing Act of 1937, as amended, and in 24 C.F.R. Chapter VIII. The Issuer is organized under Section 34200 *et seq.* of the California Health and Safety Code. Both federal and state laws and regulations govern the Issuer's administration of federally or state funded housing programs. The Issuer became a regional housing authority known as Stanislaus Regional Housing Authority in 20__ and is committed to meeting the unmet needs of residents and communities of Stanislaus County, Alpine County, Calaveras County, Inyo County, Mariposa County, Mono County and Tuolumne County.

The Issuer is mandated with the administration and proper implementation of all programs for which funds are directly received. Within the diversity of housing programs, the Issuer owns, operates and maintains ____ public housing units, ____ Agency-owned and non-HUD units throughout Stanislaus County (including the Project and ____ USDA-Rural Development subsidized Farmworker Housing units in ____ and ____), and provides rental subsidies for approximately ____ households through the federal Housing Choice Voucher Program (formerly known as the "**Section 8 Program**").

Management of the Issuer

The Issuer is governed by a seven-member Board of Commissioners who are appointed by the Stanislaus County Board of Supervisors. The Commissioners are named below: [to be updated]

<u>Name</u>	<u>Occupation</u>	<u>End of Term</u>
Carol Estacio III (District 2), Chairman	Self-employed	
A. Dirk Hoek (District 4), Vice Chairman	Retired	
Frank Ploof (District 3), Commissioner	Retired	
Christien Schweininger (District 1), Commissioner	CEO of Valley Builders Exchange	
[vacant] (District 5), Commissioner		
Kenneth Cheesemen, Tenant Commissioner	Retired	
Margie Johnson, Tenant Commissioner	Retired	

The Issuer also employs ____ full-time and ____ part-time personnel. Key personnel are listed below:

Jim Kruse, Executive Director, [description of service at SRHA], prior positions and education, professional memberships.

_____, Deputy Executive Director, [description of service at SRHA], prior positions and education, professional memberships.

_____, Finance Director, [description of service at SRHA], prior positions and education, professional memberships.

Programs Administered by the Issuer

Federal Programs. The Issuer administers the HUD Section 8 Housing Choice Voucher Program (_____ baseline units), the HUD Low Income Public Housing Program (_____ units) the U.S. Department of Agriculture Rural Development Farm Labor Housing Program (_____ units) and HUD Homeless Programs Increments (_____ units).

The Issuer administers federal, state and other funds in support of low and moderate-income housing projects. Affordable housing funds may also be used for rehabilitation, acquisition, new construction, homebuyer assistance, rental assistance, homeless assistance, and homeless prevention.

The Housing Choice Voucher program serves extremely low and very low income households, which incomes fall below 35% of area median income and 50% of area median income, respectively. Assisted families are drawn from the Issuer's waiting list. Currently, over _____ families are on the waiting list.

The number of vouchers issued by the Issuer is dependent upon funding received from HUD. The Issuer has a monthly voucher turnover rate of approximately [12 to 15] households per month due to families leaving the program for various reasons.

Financial Highlights of the Issuer

The Issuer has a current operating budget of over \$_____ million. Annually, an independent auditor is required to examine the affairs of the Housing Authority, including the financial condition and resources of the Issuer and the methods and accuracy of the accounts and reports. The Issuer's current auditor is _____. The most recent audit for the Issuer covers the fiscal year ending September 30, 2024, attached hereto as Appendix B.

Issuer Debt Repayment Record

The Issuer has always met principal and interest payments on outstanding debt obligations when due. Additionally, no refunding bonds have been issued for the purpose of preventing an impending default.

Outstanding Debt of the Issuer

The outstanding debt of the Issuer is outlined in its financial statements attached as APPENDIX B to this Official Statement.

Property Management

Day to day operations of the Project will be managed by _____.

THE PROJECT

General

The Riverbank Commons consists of 90 units of affordable multifamily and senior housing located at 3229-3320 Santa Fe, 6611 Fourth Street, 3207-3321 Stanislaus and 3430-3620 Burney Court in the City of Riverbank, Stanislaus County, California. The Project is fully affordable with a 20-year Housing Assistance Payment contract with HUD.

The Project is the only housing project of the City of Riverbank Housing Authority (the "Riverbank Housing Authority"). The Issuer is taking over the assets of the Riverbank Housing Authority and Riverbank Commons is being converted through the HUD Rental Assistance Demonstration program ("RAD Conversion") which provides for the conversion of public housing to long-term, project-based Section 8 rental assistance. [Describe timeline of RAD Conversion process].

[insert photos of Riverbank Commons from Appraisal]

RIVERBANK COMMONS Riverbank, California

Unit Mix. The unit mix of Riverbank Commons is as follows:

RIVERBANK COMMONS Unit Mix

Unit Type	Number of Units	Average SF	Total SF
Studio/1 BA	6		
1 BR/1BA	52		
2 BR/1 BA	20		
3/BR/2 BA	10		
4 BR/2 BA	2		
Total	90		
Laundry			
Gross Building Area			

The Project consists a subsidized apartment project, consisting of 6 studio/one bath units of approximately ____ square feet, 52 one-bedroom/one bath units of approximately ____ square feet, 20 two-bedroom/one bath units of approximately ____ square feet, 10 three-bedroom/two bath units of approximately ____ square feet and 2 four-bedroom/two bath units of approximately ____ square feet, located on a ____ acre site in the City of Riverbank. The property consists of ____ two-story wood-framed buildings on concrete slabs. Amenities include common laundry, community room and _____. The Riverbank Commons was built in _____. The Riverbank Commons is owned by the Riverbank Housing Authority, which is being subsumed into the Stanislaus Regional Housing Authority.

Unit Amenities. [The units are clustered into ____ buildings. Each unit consists of a kitchen with dining area, a living area, one, two or three bedrooms, one or two bathrooms and a

patio or balcony area. Kitchens contain a sink, garbage disposal, electric oven/range combination, refrigerator and dishwasher. Kitchens and bathrooms have linoleum floors and laminate countertops. Living areas have wall to wall carpeting. Bathrooms have shower/tub kit with wall-mounted showerheads. Each one-bedroom unit has a wall furnace and wall mounted air conditioning unit. Each two-bedroom unit has central HVAC. Each unit includes a 40-gallon hot water heater. Windows are double-paned vinyl sliders and include miniblinds. Each unit is separately metered. Common laundry facilities consist of three sets of washer and dryer.]

Parking. Parking consists of ____ open surface-level spaces, or ____ parking spaces per unit, which exceeds the zoning requirement of ____ spaces per unit. There are ____ ADA accessible spaces.

Condition and Average Life. [Describe Project condition and average life from appraisal] The Issuer intends to undertake approximately \$____ (\$____/unit) in improvements, including [new flooring, HVAC replacement, new roofing and balcony repairs, as well as the immediate repairs and replacements identified in the PNA (defined below). Riverbank Commons is in average condition and has a [30-year] remaining average life.

Occupancy and Rents. Occupancy of the Project as of the _____, 2025 date of value was ____% (reflecting ____ vacant unit), which is consistent with the stabilized occupancy level of ____%. Occupancy has remained stable. Riverbank Commons has a mix of long-term and month to month contracts. Currently, the property does not have any units in the eviction process. Historical vacancy rates at Riverbank Commons have ranged from 0% to ____%. Average vacancies of properties in the immediate area were ____%.

Property Taxes. Due to governmental ownership of the property, Riverbank Commons has qualified for the welfare tax exemption since _____.

Project Location. Riverbank Commons is located in an area of residential development in Riverbank, California, [describe proximity to freeways and highways]. The immediate area is primarily single-family and multifamily residential. [Describe property to the north, south, east and west of the Project]. [Describe proximity to retail, commercial, industrial within 1 mile radius of Project]. [Describe proximity of community services and facilities - schools, churches, parks and playgrounds]. The area is served by [public transit].

Supply and Demand. The City of Riverbank has a mixture of old and new housing within the community. The majority of existing residential supply within the area of Riverbank Commons was constructed between the 1970s and the 1980s. The Appraisal included a vacancy survey of several nearby apartment projects, concluding an average vacancy of ____%. There is high demand for affordable housing within the market area. In 2023, there were ____ multifamily permits pulled in the City of Riverbank.

As of the second quarter of 2020, vacancy in the Riverbank market was ____%. Occupancy within the immediate area is expected to remain stable. On-site managers and owners in the immediate vicinity of the Riverbank Commons indicate that vacancy rates have remained low and rents have remained generally stable in the past 12 months. Rent concessions are not currently being offered in the area. Demand is expected to remain stable in the immediate area of the Riverbank Commons.

Seismic and Flood Risks. Riverbank Commons is located in a high risk seismic zone, like many areas of California. The property is in an area of moderate and minimal risk for flooding.

As-Is Value and As-Improved Value. An Appraisal Report dated _____, 20225 (the “Appraisal”) was prepared by the Appraiser. The Appraiser concluded an as-is market value as of the _____, 20225 date of value of \$_____, and an as-improved value of \$_____ as of _____, 2026.

Property Management. _____ manages the Riverbank Commons.

Physical Needs Assessment. A Physical Needs Assessment (the “PNA”) was prepared by _____ on _____, 2025. The PNA identified approximately \$_____ in immediate, critical and deferred maintenance repairs, which the Issuer intends to undertake within the next six months to be financed with proceeds of the Bonds. The immediate repairs recommended in the PNA consist of: _____.

In addition to the immediate repairs identified in the PNA, the Issuer intends to undertake approximately \$_____ in additional improvements to the Riverbank Commons, [including new flooring, HVAC replacement, new roofing and balcony repairs].

[Describe timeline for improvements, whether tenants will be relocated during upgrades.]

Summary of Current Rents. The following table gives a summary of current rents at the Riverbank Commons.

**RIVERBANK COMMONS
Summary of Current Rents**

BR/BA	Units	Rents*	Avg. Sq. Ft.	Rents/ Sq. Ft.	Monthly Rents	Annual Rents
Studio/1 BA	6					
1 BR/1 BA	52					
2 BR/1 BA	20					
3 BR/2 BA	10					
4 BR/2 BA	2					
Totals	90					
Area Median Income (HUD, 2025):**			\$			
Net Rentable Square Footage:				s.f.		

* Rents consist of average monthly rental income received from tenants.

** Based on a family of four. Provided by HUD, based on Modesto, CA Metropolitan Statistical Area (Stanislaus County, California).

[Remainder of page intentionally left blank.]

Historical Operating Statement and Projected Revenues and Expenses. The following table summarizes the historical operating statements of the Riverbank Commons for 2022 through 2024 (actual) and budgeted for 2025.

RIVERBANK COMMONS
2022-2024 Actual and 2025 Budgeted Revenues and Expenses

	Actual 2022	Actual 2023	Actual 2024	Budget 2025
INCOME				
Total Rental Income	\$482,466	\$563,509	\$615,360	
Operating Grants	172,716	232,085	184,226	
Other Income	11,375	40,008	62,975	
Capital Grants	12,690	196,231	193,329	
EFFECTIVE GROSS INCOME (EGI)	679,247	1,031,833	1,055,890	
EXPENSES				
Operating - Administrative	183,725	177,562	191,157	
Real Estate Taxes ⁽¹⁾	-	-	-	
Insurance ⁽²⁾	21,549	29,978	23,562	
Utilities ⁽³⁾	99,927	105,920	114,706	
Repairs & Maintenance	260,647	299,196	254,989	
Payment in Lieu of Taxes	36,280	43,535	47,562	
TOTAL OPERATING EXPENSES	602,128	654,191	631,976	
<i>Total expenses as % of EGI</i>				
NET PROJECT REVENUES	\$77,119	\$377,642	\$423,914	
Debt Service Payable ⁽⁶⁾				
Trustee fee				
Interest Earnings				
REQUIRED NET DEBT SERVICE				
AVAILABLE FOR DEBT SERVICE				
Debt Service Coverage Ratio ⁽⁷⁾				

(1) Real estate taxes exempt due to governmental ownership.

(2) Insurance based on coverage provided by HARRP.

(3) Utilities include electricity, gas, fuel, water, sewer and trash removal.

(4) Turnover expenses include cleaning and painting for re-renting a unit.

(5) On-site management includes payroll taxes/benefits.

Projected Operating Statement and Debt Service Coverage. The Issuer based revenue projections on the current rents in the Appraisal and 2025 actual expenses. The following table summarizes the projected operating statement and debt service coverage for the Project:

**2020A PROJECT
Proforma (2026 - 2030) Revenues and Expenses**

	Proforma 2026	Proforma 2027	Proforma 2028	Proforma 2029	Proforma 2030
INCOME					
Total Rental Income					
Miscellaneous Income					
Less Vacancy and Credit Loss					
EFFECTIVE GROSS INCOME (EGI)					
EXPENSES					
Real Estate Taxes ⁽¹⁾					
Insurance ⁽²⁾					
Utilities ⁽³⁾					
Repairs & Maintenance					
Landscaping					
Turnover expenses ⁽⁴⁾					
On-Site Management ⁽⁵⁾					
General Administrative					
TOTAL OPERATING EXPENSES					
<i>Total expenses as % of EGI</i>					
NET PROJECT REVENUES					
Debt Service Payable ⁽⁶⁾					
Trustee fee					
Interest Earnings					
REQUIRED NET DEBT SERVICE					
AVAILABLE FOR DEBT SERVICE					
Debt Service Coverage Ratio ⁽⁷⁾					

(1) Real estate taxes exempt due to governmental ownership.

(2) Insurance based on coverage provided by HARRP.

(3) Utilities include electricity, gas, fuel, water, sewer and trash removal.

(4) Turnover expenses include cleaning and painting for re-renting a unit.

(5) On-site management includes payroll taxes/benefits.

(6) Debt Service Payable on par amount of \$_____.

(7) Debt Service Coverage Ratio calculation is (Net Project Revenues/Required Net Debt Service).

AFFORDABILITY COVENANTS

Low and Very Low-Income Tenants. Pursuant to the requirements of the Housing Law, the Issuer has covenanted in the Indenture as follows:

(i) Throughout the Qualified Project Period (which commences on the Bond Issuance Date and ends when no note or bond or other debt issued pursuant to the Act with respect to the Project is outstanding), but only to the extent required by the Housing Law, not less than ten percent of all units in housing projects assisted by the Issuer, including the Project, shall be continuously occupied (or held vacant for occupancy) by very low-income tenants and not less than ten percent of all units in housing projects assisted by the Issuer, including the Project, shall be continuously occupied (or held vacant for occupancy) by low-income tenants, which units shall be rented at Affordable Rents.

(ii) For purposes of satisfying the Very Low-Income Tenant and Low-Income Tenant occupancy requirements set forth above, a unit occupied by a person or family who at the commencement of their occupancy qualified as a Very Low-Income Tenant or Low-Income Tenant, as applicable, shall be treated as occupied by a Very Low-Income Tenant or Low-Income Tenant, as applicable, until such time as any recertification of such tenant's income in accordance with the Regulatory Agreement demonstrates that such tenant's income exceeds fifty percent or eighty percent, respectively, of the median income for the area for the same size family. Should a Very Low-Income Tenant's or Low-Income Tenant's, as applicable, Adjusted Income, as of the most recent determination thereof, exceed fifty percent or eighty percent, respectively, of the Median Income for the Area of the same size family, the next available unit of comparable size must, if necessary to comply with the preceding paragraph, be rented to a Very Low-Income Tenant or Low-Income Tenant, as applicable. The former Very Low-Income Tenant or Low-Income Tenant, as applicable, who has ceased to qualify as such shall be deemed to continue to be a Very Low-Income Tenant or Low-Income Tenant, respectively, for purposes of the preceding paragraph if the next available unit of comparable or smaller size is rented to a qualifying Very Low-Income Tenant or Low-Income Tenant, as applicable.

(iii) A unit occupied by a Very Low-Income Tenant or Low-Income Tenant, as applicable, shall be deemed, upon the termination of such tenant's occupancy, to be continuously occupied by a Very Low-Income Tenant or Low-Income Tenant, as applicable, until reoccupied, other than for a temporary period, at which time the character of the unit shall be redetermined. In no event shall such temporary period exceed 31 days.

(iv) Any Very Low-Income Units and Low-Income Units will be intermingled reasonably with all other dwelling units and on all floors in the Project and shall be of a quality, and offer a range of sizes and number of bedrooms, comparable to those units which are available to other tenants. Tenants in any Very Low-Income Units and Low-Income Units shall have equal access and enjoyment to all common facilities of the Project.

(v) The Issuer shall accept as tenants on the same basis as all other prospective tenants Very Low-Income Tenants and Low-Income Tenants who are recipients of federal certificates for rent subsidies pursuant to the existing program under Section 8 of the United States Housing Act of 1937 or its successor, and shall not apply selection criteria to Housing Choice Voucher holders that are more burdensome than the criteria applied to all other prospective tenants.

Under the Housing Law, the Issuer is not required to set aside any units within the Project for low or very low income tenants. Rather, the Issuer is required under the Housing Law to set aside 20% of all of the units in housing projects assisted by the Issuer for low income tenants, with 10% of those units set-aside for very low income tenants.

The Issuer shall complete and maintain complete and accurate records pertaining to the housing units assisted by the Issuer pursuant to Section 34312.3 of the Housing Law

NONCOMPLIANCE BY THE ISSUER WITH THE AFFORDABILITY COVENANTS IN THE INDENTURE WILL NOT, IN AND OF ITSELF, ADVERSELY AFFECT THE EXCLUSION FROM GROSS INCOME FOR FEDERAL INCOME TAX PURPOSES OF INTEREST ON THE BONDS OR THE EXEMPTION OF INTEREST ON THE BONDS FROM STATE OF CALIFORNIA INCOME TAXES.

LEGAL MATTERS

Litigation

At the time of delivery of and sale of the Bonds, the Issuer will deliver a certificate stating that there is no litigation then pending or threatened (a) to restrain or enjoin (i) the issuance, sale, execution, or delivery of the Bonds, (ii) application of the proceeds of the Bonds as contemplated by the Indenture, or (iii) the rehabilitation of the Project by the Issuer, or (b) in any way contesting or affecting the validity of (i) the Bonds, (ii) any proceedings of the Issuer taken with respect to the issuance or sale thereof, (iii) the pledge or application of any money or security provided for the payment of the Bonds, (iv) the existence or powers of the Issuer, or (v) the title of any officers of the Issuer to their respective positions.

Approval of Counsel

Legal matters incident to the authorization, issuance and sale of the Bonds by the Issuer are subject to the unqualified approving legal opinion of Jones Hall LLP, San Mateo, California, Bond Counsel. The proposed form of the opinion of Bond Counsel is attached to this Official Statement as Appendix D. Certain legal matters regarding the Issuer will be covered in an opinion of Thomas E. Lewis, Esq., as counsel to the Issuer.

TAX MATTERS

Tax Exemption

Federal Tax Status. In the opinion of Jones Hall LLP, San Mateo, California, Bond Counsel, subject, however to the qualifications set forth below, under existing law, the interest on the Bonds is excluded from gross income for federal income tax purposes and such interest is not an item of tax preference for purposes of the federal alternative minimum tax.

The opinions set forth in the preceding paragraph are subject to the condition that the Issuer comply with all requirements of the Tax Code that must be satisfied subsequent to the issuance of the Bonds. The Issuer has covenanted to comply with each such requirement.

Failure to comply with certain of such requirements may cause the inclusion of such interest in gross income for federal income tax purposes to be retroactive to the date of issuance of the Bonds.

Tax Treatment of Original Issue Discount and Premium. The issue price for original issue discount (as further discussed below) and market discount purposes (the “**OID Issue Price**”) for each maturity of the Bonds is the price at which a substantial amount of such maturity of the Bonds is first sold to the public (excluding bond houses and brokers and similar persons or organizations acting in the capacity of underwriters, placement agents or wholesalers). The OID Issue Price of a maturity of the Bonds may be different from the price set forth, or the price corresponding to the yield set forth, on the inside cover pages hereof.

If the OID Issue Price of a maturity of the Bonds is less than the principal amount payable at maturity, the difference between the OID Issue Price of each such maturity, if any, of the Bonds (the “**OID Bonds**”) and the principal amount payable at maturity is original issue discount.

For an investor who purchases an OID Bond in the initial public offering at the OID Issue Price for such maturity and who holds such OID Bond to its stated maturity, subject to the condition that the Issuer complies with the covenants discussed above, (a) the full amount of original issue discount with respect to such OID Bond constitutes interest which is excludable from the gross income of the owner thereof for federal income tax purposes; (b) such owner will not realize taxable capital gain or market discount upon payment of such OID Bond at its stated maturity; (c) such original issue discount is not included as an item of tax preference in computing the alternative minimum tax for individuals under the Code; and (d) the accretion of original issue discount in each year may result in certain collateral federal income tax consequences in each year even though a corresponding cash payment may not be received until a later year. An OID Bond would be treated in a similar manner for purposes of California personal income taxes.

Owners of Bonds who dispose of Bonds prior to the stated maturity (whether by sale, redemption or otherwise), purchase Bonds in the initial public offering, but at a price different from the OID Issue Price or purchase Bonds subsequent to the initial public offering should consult their own tax advisors.

If a Bond is purchased at any time for a price that is less than the Bond’s stated redemption price at maturity or, in the case of an OID Bond, its OID Issue Price plus accreted original issue discount (the “**Revised Issue Price**”), the purchaser will be treated as having purchased a Bond with market discount subject to the market discount rules of the Code (unless a statutory *de minimis* rule applies). Accrued market discount is treated as taxable ordinary income and is recognized when a Bond is disposed of (to the extent such accrued discount does not exceed gain realized) or, at the purchaser’s election, as it accrues. Such treatment would apply to any purchaser who purchases an OID Bond for a price that is less than its Revised Issue Price. The applicability of the market discount rules may adversely affect the liquidity or secondary market price of such Bond. Purchasers should consult their own tax advisors regarding the potential implications of market discount with respect to the Bonds.

An investor may purchase a Bond at a price in excess of its stated principal amount. Such excess is characterized for federal income tax purposes as “bond premium” and must be amortized by an investor on a constant yield basis over the remaining term of the Bond in a manner that takes into account potential call dates and call prices. An investor cannot deduct amortized bond premium relating to a tax-exempt bond. The amortized bond premium is treated as a reduction in the tax-exempt interest received. As bond premium is amortized, it reduces the

investor's basis in the Bond. Investors who purchase a Bond at a premium should consult their own tax advisors regarding the amortization of bond premium and its effect on the Bond's basis for purposes of computing gain or loss in connection with the sale, exchange, redemption or early retirement of the Bond.

California Tax Status. In the further opinion of Bond Counsel, interest on the Bonds is exempt from California personal income taxes.

Other Tax Considerations. Current and future legislative proposals, if enacted into law, clarification of the Tax Code or court decisions may cause interest on the Bonds to be subject, directly or indirectly, to federal income taxation or to be subject to or exempted from state income taxation, or cause the Bonds to not be "qualified tax-exempt obligations," or otherwise prevent beneficial owners from realizing the full current benefit of the tax status of such interest. The introduction or enactment of any such legislative proposals, clarification of the Tax Code or court decisions may also affect the market price for, or marketability of, the Bonds. It cannot be predicted whether or in what form any such proposal might be enacted or whether, if enacted, such legislation would apply to bonds issued prior to enactment.

The opinions expressed by Bond Counsel are based upon existing legislation and regulations as interpreted by relevant judicial and regulatory authorities as of the date of such opinion, and Bond Counsel has expressed no opinion with respect to any proposed legislation or as to the tax treatment of interest on the Bonds, or as to the consequences of owning or receiving interest on the Bonds, as of any future date. Prospective purchasers of the Bonds should consult their own tax advisors regarding any pending or proposed federal or state tax legislation, regulations or litigation, as to which Bond Counsel expresses no opinion.

Owners of the Bonds should also be aware that the ownership or disposition of, or the accrual or receipt of interest on, the Bonds may have federal or state tax consequences other than as described above. Other than as expressly described above, Bond Counsel expresses no opinion regarding other federal or state tax consequences arising with respect to the Bonds, the ownership, sale or disposition of the Bonds, or the amount, accrual or receipt of interest on the Bonds.

Form of Opinion. A copy of the proposed form of opinion of Bond Counsel is attached hereto as APPENDIX D.

CONTINUING DISCLOSURE

To assist the Underwriter in complying with Rule 15c2-12 of the federal Securities and Exchange Commission (the "**Rule**"), the Issuer has covenanted in a Continuing Disclosure Certificate (the form of which is attached hereto as APPENDIX D) to provide certain continuing disclosure with respect to its operations and the Project. The Issuer shall file or cause to be filed any information, reports or other documentation, including audited financial statements, to the extent deemed necessary pursuant to any federal securities law now or hereafter in effect.

Issuer Compliance. [described any issuances of noncompliance by the Issuer with prior Undertakings under the Rule]

[Remedial filings of late Annual Reports and audited financials and Failure to File Notices have been posted to the MSRB's EMMA website. In order to ensure future timely filing of its annual reports and audited financials, the Issuer has participated in continuing disclosure training, adopted continuing disclosure policies and contracted with [Willdan Financial Services] to act as dissemination agent with respect to the Bonds and any other prior continuing disclosure undertakings.]

RATING

S&P Global Ratings, a business unit of Standard & Poor's Financial Services LLC ("**S&P**") has assigned its rating of "___" to the Bonds. The Issuer has provided certain additional information and materials to S&P (some of which does not appear in this Official Statement). Such rating reflects only the view of S&P, and explanations of the significance of such rating may be obtained only from S&P. There is no assurance that any credit ratings given to the Bonds will be maintained for any period of time or that the ratings may not be lowered or withdrawn entirely by S&P, in such agency's judgment, circumstances so warrant. Any such downward revision or withdrawal of a rating may have an adverse effect on the market price of the Bonds.

OTHER BOND INFORMATION

Trustee

The Issuer has appointed The Bank of New York Trust Company, N.A., Los Angeles, California, successor in interest to The Bank of New York Mellon Trust Company, N.A., as Trustee. The Trustee is to carry out such duties as are assigned to it under the Indenture, which provides that the Trustee is undertaking no duties except in accordance with the terms of the Indenture. Except for the contents of this section, the Trustee has not reviewed or participated in the preparation of this Official Statement and assumes no responsibility for the nature, contents, accuracy, or completeness of the information set forth in this Official Statement.

Underwriting

The Bonds are being purchased by Oppenheimer & Co. Inc. (the "**Underwriter**"). Under a Bond Purchase Agreement (the "**Purchase Agreement**"), the Underwriter has agreed to purchase the Bonds at a purchase price of \$_____ (equal to the aggregate principal amount of \$_____, plus original issue premium of \$_____, less an underwriter's discount of \$_____). The Bond Purchase Agreement provides that the Underwriter will purchase all of the bonds (if any are purchased), and provides that the Underwriter's obligation to purchase is subject to certain terms and conditions, including the approval of certain legal matters by counsel.

The Underwriter may offer and sell the Bonds to certain dealers and others at prices lower than the offering prices stated on the inside cover page hereof. The offering prices may be changed by the Underwriter.

Interests of Certain Named Experts and Counsel

The fees earned by Jones Hall LLP, Bond Counsel and Disclosure Counsel; The Bank of New York Trust Company, N.A., as Trustee, and Kutak Rock LLP, as Underwriter's Counsel, are contingent on the issuance and sale of the Bonds.

Official Statement

All forecasts, estimates and other statements in this Official Statement involving matters of opinion, whether or not expressly so stated, are intended as such and not as representations of fact. This Official Statement is not intended to be construed as a contract or agreement between the Issuer and the purchasers or holders of the Bonds. The information contained in this Official Statement is presented for the guidance of prospective purchasers of the Bonds described therein. The information has been compiled from official sources and, while not guaranteed by the Issuer, is believed by the Issuer to be correct.

At the time of the delivery of the Bonds, an official of the Issuer will furnish a certificate stating that to the best of his or her knowledge and belief at the time of delivery of the Bonds and the signing of the Bond Purchase Agreement, this Official Statement and information furnished by the Issuer supplemental thereto, excluding the sections on the Trustee, DTC or tax exemption, did not and do not contain any untrue statements of material fact or omit to state a material fact necessary in order to make the statements made, in light of the circumstances under which they were made, not misleading in any material respect.

The descriptions in this Official Statement of certain provisions of the Indenture, the Deed of Trust and other documents referred to in this Official Statement do not purport to be complete, but are fair and accurate, and reference is made to the documents for the complete statements of their provisions. Copies of such documents are on file at the offices of the Issuer and are available, during the offering period, from the Underwriter upon request. Insofar as any statements made in this Official Statement involve matters of opinion, estimates or projections, whether or not expressly stated as such, they are not to be construed as representations of fact.

[Remainder of page intentionally left blank.]

The execution and delivery of this Official Statement has been duly authorized by the Issuer. This Official Statement is not to be construed as a contract or agreement between the Issuer and the purchasers or Bondowners.

STANISLAUS REGIONAL HOUSING AUTHORITY

By _____
Jim Kruse
Executive Director

APPENDIX A
SUMMARY OF THE PRINCIPAL DOCUMENTS

APPENDIX B

AUDITED FINANCIAL STATEMENTS OF ISSUER FOR FISCAL YEAR ENDING SEPTEMBER 30, 2024

APPENDIX C

DEMOGRAPHIC INFORMATION ABOUT THE CITY OF RIVERBANK, AND STANISLAUS COUNTY

The Bonds are not a debt of the City of Riverbank (the “City”), and Stanislaus County (the “County”). The Bonds are payable from Project Revenues as described in the front matter of this Official Statement.

General

The City. The City is a general law city incorporated on August 23, 1922, centrally-located in the San Joaquin Valley along State Highway 108 and the Stanislaus River. The City is located 98 miles east of San Francisco, 75 miles south of Sacramento, and 100 miles north of Fresno. The City can be accessed by major truck routes and at the Burlington Northern-Santa Fe Railroad. The estimated population of Riverbank as of January 1, 2025 was approximately _____.

Stanislaus County. The County is located approximately 90 minutes southeast from both the City of San Francisco and Silicon Valley. Stanislaus County covers approximately 1,521 square miles and reaches from the Sierra Nevada foothills to California’s coastal range. It is located in the geographic center of the State.

Population

The following table lists population estimates for the City, the County, and State as of January 1 each year for the last five calendar years.

CITY OF RIVERBANK, STANISLAUS COUNTY, AND STATE OF CALIFORNIA Population Estimates Calendar Years 2021 through 2025

Calendar Year	City of Riverbank	Stanislaus County	State of California
2021	24,735	551,722	39,369,530
2022	24,583	549,272	39,179,680
2023	24,695	548,423	39,228,444
2024		553,614	39,420,663
2025		555,765	39,529,101

Source: California Department of Finance, Demographic Research Unit.

Industry and Employment

The Issuer is located in the Modesto Metropolitan Statistical Area (“**MSA**”). The unemployment rate in Stanislaus County was 7.7 percent in July 2025, up from a revised 7.6 percent in June 2025, and above the year-ago estimate of 7.5 percent. This compares with an unadjusted unemployment rate of 6.1 percent for California and 4.6 percent for the nation during the same period.

The table below provides information about employment by industry type for the MSA for calendar years 2020 through 2024.

MODESTO METROPOLITAN STATISTICAL AREA (STANISLAUS COUNTY) Annual Average Civilian Labor Force, Unemployment and Employment by Industry (March 2024 Benchmark)

	2020	2021	2022	2023	2024
Civilian Labor Force ⁽¹⁾⁽²⁾	244,300	243,000	245,100	249,300	253,600
Employment	217,900	222,900	231,700	233,600	236,200
Unemployment	26,400	20,100	13,300	15,700	17,500
Unemployment Rate	10.8%	8.3%	5.4%	6.3%	6.9%
<u>Wage and Salary Employment:</u> ⁽³⁾					
Agriculture	14,500	14,000	13,900	12,500	12,700
Mining, Logging and Construction	9,800	10,700	11,300	10,700	11,100
Manufacturing	5,900	5,600	5,600	5,500	5,700
Wholesale Trade	21,900	23,000	23,100	22,800	22,800
Retail Trade	9,000	9,100	10,100	10,700	10,200
Transportation, Warehousing, Utilities	800	800	800	800	700
Information	5,100	4,900	5,000	4,800	4,800
Finance Activities	15,100	15,400	15,200	14,600	14,400
Professional and Business Services	34,600	35,000	35,600	36,900	38,900
Educational and Health Services	15,800	18,200	20,500	20,900	20,600
Leisure and Hospitality	5,100	5,500	6,000	6,100	6,100
Other Services	900	700	700	700	700
Federal Government	2,100	2,000	2,100	2,200	2,300
State Government	25,900	25,700	27,000	28,300	29,600
Local Government	14,500	14,000	13,900	12,500	12,700
Total all Industries	187,700	192,600	199,900	201,000	203,900

(1) Labor force data is by place of residence; includes self-employed individuals, unpaid family workers, household domestic workers, and workers on strike.

(2) Industry employment is by place of work; excludes self-employed individuals, unpaid family workers, household domestic workers, and workers on strike.

(3) Columns may not sum to totals due to rounding.

Source: California Employment Development Department.

Largest Employers

The following table lists the largest manufacturing and non-manufacturing employers within Stanislaus County as of July 2025, in alphabetical order.

STANISLAUS COUNTY Largest Employers July 2025

Employer Name	Location	Industry
Amazon Fulfillment Ctr	Patterson	Mail Order Fulfillment Service
Bartles & Jaymes Co	Modesto	Wineries (mfrs)
Behavioral Health & Recovery	Modesto	Mental Health Services
Conagra Brands Inc	Oakdale	Food Products (whls)
Duarte Nursery	Hughson	Nurserymen
Duarte Nursery Inc	Hughson	Nurserymen
E & J Gallo Winery	Modesto	Wineries (mfrs)
Emanuel Medical Ctr	Turlock	Hospitals
Foster Farms	Turlock	Poultry Processing Plants (mfrs)
Frito-Lay Inc	Modesto	Potato Chips Corn Chips/Snacks (mfrs)
Health Services Agency	Modesto	Clinics
Macdonald Group At PMZ Real	Modesto	Real Estate
Memorial Medical Ctr	Modesto	Hospitals
Modesto Bee	Modesto	Newspapers (publishers/Mfrs)
Oak Valley Hospital District	Oakdale	Health Care Management
Pacific Southwest Contr LLC	Modesto	Corrugated & Solid Fiber Boxes (mfrs)
Patterson City Sheriff Ofc	Modesto	City Government-Executive Offices
Stanislaus County Ofc of Edu	Modesto	Home Health Service
Stanislaus County Welfare Dept	Modesto	Government Offices-County
Storer Coachways	Modesto	Buses-Charter & Rental
Sysco Central California	Modesto	Grocers-Wholesale
Temsa	Turlock	Nonclassified Establishments
Turlock Irrigation District	Turlock	Utility Contractors
United States Postal Svc	Modesto	Post Offices
Walmart	Modesto	Department Stores

Source: State of California Employment Development Department, extracted from The America's Labor Market Information System (ALMIS) Employer Database, 2025 1st Edition.

Effective Buying Income

“Effective Buying Income” is defined as personal income less personal tax and nontax payments, a number often referred to as “disposable” or “after-tax” income. Personal income is the aggregate of wages and salaries, other labor-related income (such as employer contributions to private pension funds), proprietor’s income, rental income (which includes imputed rental income of owner-occupants of non-farm dwellings), dividends paid by corporations, interest income from all sources, and transfer payments (such as pensions and welfare assistance). Deducted from this total are personal taxes (federal, state and local), nontax payments (fines, fees, penalties, etc.) and personal contributions to social insurance. According to U.S. government definitions, the resultant figure is commonly known as “disposable personal income.”

The following table summarizes the total effective buying income for the City, the Counties, the State and the United States for the period 2021 through 2025.

CITY OF RIVERBANK, STANISLAUS COUNTY, STATE OF CALIFORNIA AND THE UNITED STATES EFFECTIVE BUYING INCOME 2021 through 2025

Year	Area	Total Effective Buying Income (000's Omitted)	Median Household Effective Buying Income
2021	City of Riverbank	\$605,709	\$64,427
	Stanislaus County	12,472,918	55,452
	California	1,290,894,604	67,956
	United States	9,809,944,764	56,790
2022	City of Riverbank	\$674,918	\$72,940
	Stanislaus County	13,889,615	63,128
	California	1,452,426,153	77,058
	United States	11,208,582,541	64,448
2023	City of Riverbank	\$634,782	\$69,045
	Stanislaus County	14,125,584	63,716
	California	1,461,799,662	77,175
	United States	11,454,846,397	65,326
2024	City of Riverbank		
	Stanislaus County	15,843,489	71,567
	California	1,510,708,521	80,973
	United States	11,987,185,826	67,876
2025	City of Riverbank		
	Stanislaus County	15,349,499	69,398
	California	1,557,429,767	82,725
	United States	12,525,577,707	69,687

Source: Claritas, LLC.

Commercial Activity

Summaries of historic taxable sales within the City and the County during the past five years for which data are available are shown in the following tables.

Total taxable sales during calendar year 2024 in the City were reported to be \$_____, a ____% decrease from the total taxable transactions of \$_____ reported during calendar year 2023.

CITY OF RIVERBANK Taxable Transactions (Dollars in Thousands)

Year	Retail Permits on July 1	Retail Stores Taxable Transactions	Total Permits on July 1	Total Outlets Taxable Transactions
2020	293	\$298,817	436	\$324,123
2021	250	354,471	402	385,982
2022	283	363,985	444	404,375
2023				
2024				

Source: State Department of Tax and Fee Administration.

Total taxable sales during calendar year 2024 in Stanislaus County were reported to be \$12,560,940,154, a 1.90% decrease from the total taxable sales of \$12,803,797,600 reported during calendar year 2023.

STANISLAUS COUNTY Taxable Transactions (Dollars in Thousands)

Year	Retail Permits on July 1	Retail Stores Taxable Transactions	Total Permits on July 1	Total Outlets Taxable Transactions
2020	8,329	\$6,882,397	13,500	\$10,018,240
2021	7,848	8,695,930	12,854	12,336,565
2022	7,903	8,691,722	13,158	13,020,438
2023	7,641	8,722,391	12,837	12,803,798
2024	7,715	8,652,761	13,068	12,560,940

Source: State Department of Tax and Fee Administration.

Construction Activity

Construction activity in the City and the County, for calendar years 2019 through 2023.

CITY OF RIVERBANK Building Permit Valuation (Dollars in Thousands)

	<u>2019</u>	<u>2020</u>	<u>2021</u>	<u>2022</u>	<u>2023</u>
<u>Permit Valuation</u>					
New Single-family	\$2,948.8	\$7,461.2	\$11,622.4	\$26,393.7	
New Multi-family	0.0	0.0	353.1	0.0	
Res. Alterations/Additions	<u>801.1</u>	<u>762.3</u>	<u>341.8</u>	<u>1,265.6</u>	
Total Residential	3,749.9	8,223.50	12,317.3	27,659.3	
New Commercial	66.9	42.8	330.2	0.0	
New Industrial	0.0	0.0	0.0	0.0	
New Other	503.4	1,109.5	2,443.0	3,017.8	
Com Alterations/Additions	<u>1,034.8</u>	<u>1,713.8</u>	<u>1,873.8</u>	<u>1,761.5</u>	
Total Nonresidential	1,605.1	2,866.1	4,647.0	4,779.3	
<u>New Dwelling Units</u>					
Single Family	16	30	45	104	
Multiple Family	<u>0</u>	<u>0</u>	<u>2</u>	<u>0</u>	
TOTAL	16	30	47	104	

Source: Construction Industry Research Board, Building Permit Summary.

STANISLAUS COUNTY Building Permit Valuation (Dollars in Thousands)

	<u>2019</u>	<u>2020</u>	<u>2021</u>	<u>2022</u>	<u>2023</u>
<u>Permit Valuation</u>					
New Single-family	\$117,995.9	\$138,915.1	\$165,543.8	\$217,803.9	\$270,120.0
New Multi-family	19,128.6	18,152.6	17,992.0	12,867.1	6,394.3
Res. Alterations/Additions	<u>36,671.9</u>	<u>31,153.3</u>	<u>27,562.7</u>	<u>40,236.7</u>	<u>35,460.9</u>
Total Residential	173,796.4	188,221.0	211,098.5	270,907.7	311,975.2
New Commercial	97,980.1	665,798.9	167,721.6	131,558.5	165,228.6
New Industrial	30,302.6	17,429.8	14,000.0	120.0	1,442.0
New Other	30,777.1	30,371.3	34,862.0	54,393.4	112,108.4
Com. Alterations/Additions	<u>104,465.8</u>	<u>68,270.3</u>	<u>47,614.7</u>	<u>155,867.6</u>	<u>141,622.9</u>
Total Nonresidential	263,525.6	781,870.3	264,198.3	341,939.5	420,401.9
<u>New Dwelling Units</u>					
Single Family	569	646	707	842	1,041
Multiple Family	<u>178</u>	<u>110</u>	<u>80</u>	<u>109</u>	<u>85</u>
TOTAL	739	756	787	951	1,126

Source: Construction Industry Research Board, Building Permit Summary.

APPENDIX D

PROPOSED FORM OF OPINION OF BOND COUNSEL

_____, 2025

Board of Directors
Stanislaus Regional Housing Authority
1612 Sisk Road
Modesto, California 95350

OPINION: \$_____ Stanislaus Regional Housing Authority Multifamily Housing
Revenue Bonds (Riverbank Commons) Series 2025A

Members of the Board of Directors:

We have acted as bond counsel to the Stanislaus Regional Housing Authority (the "Issuer") of the bonds captioned above, dated _____, 2025 (the "Bonds"). In such capacity, we have examined such law and such certified proceedings, certifications and other documents as we have deemed necessary to render this opinion.

The Bonds are issued pursuant to Chapter 5 of Division 7 of Title 1 of the Government Code of the State of California in accordance with Chapter 1 of Part 2 of Division 24 of the Health and Safety Code of the State of California (the "Act"), a Trust Indenture, dated as of November 1, 2025 (the "Indenture"), by and between the Issuer and The Bank of New York Mellon Trust Company, N.A., as trustee (the "Trustee"), and a resolution adopted by the governing body of the Issuer on September 11, 2025. Under the Indenture, the Issuer has pledged certain revenues (the "Revenues") for the payment of principal, premium (if any), and interest on the Bonds when due.

Proceeds of the Bonds will be used to finance the acquisition and rehabilitation of a multifamily housing project located in the City of Riverbank, Stanislaus County, known as Riverbank Commons and other capital improvements of the Issuer (the "Project").

Regarding questions of fact material to our opinion, we have relied upon representations of the Issuer contained in the Indenture, and in the certified proceedings and other certifications of public officials furnished to us, without undertaking to verify the same by independent investigation.

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

1. The Issuer is a public body corporate and politic, duly organized and validly existing under the laws of the State of California with the power to enter into the Indenture, perform the agreements on its part contained therein and issue the Bonds.

2. The Indenture has been duly authorized, executed and delivered by the Issuer, and constitutes a valid and binding obligation of the Issuer, enforceable against the Issuer.

3. The Indenture creates a valid lien on the Revenues and other funds pledged by the Indenture for the security of the Bonds.

4. The Bonds have been duly authorized, executed and delivered by the Issuer and are valid and binding limited obligations of the Issuer, payable solely from the Revenues and other sources provided therefor in the Indenture.

5. Interest on the Bonds is excluded from gross income for federal income tax purposes, and is not an item of tax preference for purposes of the federal alternative minimum tax. It should be noted, however, that interest on the Bonds may be subject to the corporate alternative minimum tax.

The opinions set forth in the preceding paragraph are subject to the condition that the Issuer comply with all requirements of the Internal Revenue Code of 1986, as amended, that must be satisfied subsequent to the issuance of the Bonds in order that the interest thereon be, and continue to be, excludable from gross income for federal income tax purposes. The Issuer has made certain representations and covenants in order to comply with each such requirement. Inaccuracy of those representations, or failure to comply with certain of those covenants, may cause the inclusion of such interest in gross income for federal income tax purposes, which may be retroactive to the date of issuance of the Bonds.

6. The interest on the Bonds is exempt from personal income taxation imposed by the State of California.

We express no opinion regarding any other tax consequences arising with respect to the ownership, sale or disposition of, or the amount, accrual or receipt of interest on, the Bonds.

The rights of the owners of the Bonds and the enforceability of the Bonds and the Indenture are limited by bankruptcy, insolvency, reorganization, moratorium and other similar laws affecting creditors' rights generally, and by equitable principles, whether considered at law or in equity.

This opinion is given as of the date hereof, and we assume no obligation to revise or supplement this opinion to reflect any facts or circumstances that may hereafter come to our attention, or any changes in law that may hereafter occur. Our engagement with respect to this matter has terminated as of the date hereof.

Respectfully submitted,

Jones Hall LLP

APPENDIX E

CONTINUING DISCLOSURE CERTIFICATE

\$ _____
**STANISLAUS REGIONAL HOUSING AUTHORITY
MULTIFAMILY HOUSING REVENUE BONDS
(RIVERBANK COMMONS)
SERIES 2025A**

This Continuing Disclosure Certificate (the "Disclosure Certificate") is executed and delivered by the Stanislaus Regional Housing Authority (the "Issuer") in connection with the issuance by the Issuer of \$_____ Stanislaus Regional Housing Authority Multifamily Housing Revenue Bonds (Riverbank Commons) Series 2025A (the "Bonds"). The Bonds are being issued pursuant to a Trust Indenture, dated as of November 1, 2025 (the "Indenture"), between the Issuer and The Bank of New York Mellon Trust Company, N.A., as trustee (the "Trustee"). Proceeds of the Bonds are being used by the Issuer to finance the acquisition and rehabilitation of a multifamily housing project located in the City of Riverbank, known as Riverbank Commons, and other capital improvements (the "Project"), pursuant to the Indenture.

Pursuant to the Indenture, the Issuer covenants and agrees as follows:

Section 1. Purpose of the Disclosure Certificate. This Disclosure Certificate is being executed and delivered by the Issuer for the benefit of the holders of the Bonds and in order to assist the Participating Underwriter (defined below) in complying with the Rule (defined below).

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

"*Annual Report*" shall mean any Annual Report provided by the Issuer under and as described in, Sections 3 and 4.

"*Annual Report Date*" means the date that is nine months after the end of the Issuer's fiscal year (currently June 30 based on the Issuer's fiscal year end of September 30).

"*Dissemination Agent*" shall mean [Willdan Financial Services] acting in its capacity as Dissemination Agent hereunder, or any successor Dissemination Agent designated in writing by the Issuer.

"*Listed Events*" shall mean any of the events listed in Section 5(a).

"*MSRB*" means the Municipal Securities Rulemaking Board, which has been designated by the Securities and Exchange Commission as the sole repository of disclosure information for purposes of the Rule.

"*Participating Underwriter*" shall mean Oppenheimer & Co. Inc., the original underwriter of the Bonds required to comply with the Rule in connection with offering of the Bonds.

"Rule" shall mean Rule 15c2-12(b)(5) adopted by the Securities and Exchange Commission under the Securities Exchange Act of 1934, as the same may be amended from time to time.

"Trustee" means The Bank of New York Mellon Trust Company, N.A., or any successor thereto.

Section 3. Provision of Annual Reports.

(a) The Issuer shall, or shall cause the Dissemination Agent to, not later than 270 days after the end of the Issuer's fiscal year (which currently would be June 30), commencing June 30, 2026 with respect to the report for the 2025 fiscal year, provide to the MSRB, in an electronic format as prescribed by the MSRB, an Annual Report that is consistent with the requirements of Section 4. Not later than 15 Business Days prior to the Annual Report Date, the Issuer shall provide the Annual Report to the Dissemination Agent (if other than the Issuer). If by 15 Business Days prior to the Annual Report Date the Dissemination Agent (if other than the Issuer) has not received a copy of the Annual Report, the Dissemination Agent shall contact the Issuer to determine if the Issuer is in compliance with the previous sentence. The Annual Report may be submitted as a single document or as separate documents comprising a package, and may include by reference other information as provided in Section 4; provided that the audited financial statements of the Issuer may be submitted separately from the balance of the Annual Report, and later than the Annual Report Date, if not available by that date. If the Issuer's fiscal year changes, it shall give notice of such change in the same manner as for a Listed Event under Section 5(c). The Issuer shall provide a written certification with each Annual Report furnished to the Dissemination Agent to the effect that such Annual Report constitutes the Annual Report required to be furnished by the Issuer hereunder.

(b) If the Issuer does not provide in a timely manner (or cause the Dissemination Agent to provide in a timely manner) an Annual Report by the Annual Report Date, the Issuer shall provide (or cause the Dissemination Agent to provide) in a timely manner to the MSRB, in an electronic format as prescribed by the MSRB, a notice of failure to file.

(c) With respect to the Annual Report, the Dissemination Agent shall:

(i) determine each year prior to the Annual Report Date the then-applicable rules and electronic format prescribed by the MSRB for the filing of annual continuing disclosure reports; and

(ii) if the Dissemination Agent is other than the Issuer, file a report with the Issuer certifying that the Annual Report has been provided pursuant to this Disclosure Certificate, and stating the date it was provided.

Section 4. Content of Annual Reports. The Issuer's Annual Report shall contain or incorporate by reference the following:

(a) Issuer's audited financial statements prepared in accordance with generally accepted accounting principles as promulgated to apply to governmental entities from time to time by the Governmental Accounting Standards Board. If the Issuer's audited financial statements are not available by the Annual Report Date, the Annual Report shall contain unaudited financial statements in a format similar to the financial statements contained in the final Official Statement,

and the audited financial statements shall be filed in the same manner as the Annual Report when they become available.

Any or all of the items listed above may be incorporated by reference to other documents, including official statements of debt issues with respect to which the Issuer is an "obligated person" (as defined by the Rule), which are available to the public on the MSRB's internet web site or filed with the Securities and Exchange Commission. The Issuer shall clearly identify each such other document so included by reference.

Section 5. Reporting of Significant Events.

(a) This Section 5 shall govern the giving of notices of the occurrence of any of the following events:

1. Principal and interest payment delinquencies.
2. Non-payment related defaults, if material.
3. Unscheduled draws on debt service reserves reflecting financial difficulties.
4. Unscheduled draws on credit enhancements reflecting financial difficulties.
5. Substitution of credit or liquidity providers, or their failure to perform.
6. Adverse tax opinions, the issuance by the Internal Revenue Service of proposed or final determinations of taxability, Notices of Proposed Issue (IRS Form 5701-TEB) or other material notices or determinations with respect to the tax status of the security, or other material events affecting the tax status of the security.
7. Modifications to rights of security holders, if material.
8. Bond calls, if material, and tender offers.
9. Defeasances.
10. Release, substitution, or sale of property securing repayment of the securities, if material.
11. Rating changes.
12. Bankruptcy, insolvency, receivership or similar event of the Issuer.
13. The consummation of a merger, consolidation, or acquisition involving the Issuer or the sale of all or substantially all of the assets of the Issuer, other than in the ordinary course of business, the entry into a definitive agreement to undertake such an action or the termination of a definitive agreement relating to any such actions, other than pursuant to its terms, if material.
14. Appointment of a successor or additional trustee or the change of name of a trustee, if material.

15. Incurrence of a financial obligation of the Issuer, if material, or agreement to covenants, events of default, remedies, priority rights, or other similar terms of a financial obligation of the Issuer, any of which affect security holders, if material.

16. default, event of acceleration, termination event, modification of terms, or other similar events under the terms of a financial obligation of the Issuer, any of which reflect financial difficulties.

(b) Whenever the Issuer obtains knowledge of the occurrence of a Listed Event, the Issuer shall, or shall cause the Dissemination Agent (if not the Issuer) to, file a notice of such occurrence with the MSRB, in an electronic format as prescribed by the MSRB, in a timely manner not in excess of 10 business days after the occurrence of the Listed Event.

(c) The Issuer acknowledges that the events described in subparagraphs (a)(2), (a)(7), (a)(8) (if the event is a bond call), (a)(10), (a)(13), (a)(14), and (a)(15) of this Section 5 contain the qualifier “if material” and that subparagraph (a)(6) also contains the qualifier “material” with respect to certain notices, determinations or other events affecting the tax status of the Bonds. The Issuer shall cause a notice to be filed as set forth in paragraph (b) above with respect to any such event only to the extent that it determines the event’s occurrence is material for purposes of U.S. federal securities law. Whenever the Issuer obtains knowledge of the occurrence of any of these Listed Events, the Issuer will as soon as possible determine if such event would be material under applicable federal securities law. If such event is determined to be material, the Issuer will cause a notice to be filed as set forth in paragraph (b) above.

(d) For purposes of this Disclosure Certificate, any event described in paragraph (a)(12) above is considered to occur when any of the following occur: the appointment of a receiver, fiscal agent, or similar officer for the Issuer in a proceeding under the United States Bankruptcy Code or in any other proceeding under state or federal law in which a court or governmental authority has assumed jurisdiction over substantially all of the assets or business of the Issuer, or if such jurisdiction has been assumed by leaving the existing governing body and officials or officers in possession but subject to the supervision and orders of a court or governmental authority, or the entry of an order confirming a plan of reorganization, arrangement, or liquidation by a court or governmental authority having supervision or jurisdiction over substantially all of the assets or business of the Issuer.

(e) For purposes of Section 5(a)(15) and (16), “financial obligation” means a (i) debt obligation; (ii) derivative instrument entered into in connection with, or pledged as security or a source of payment for, an existing or planned debt obligation; or (iii) guarantee of (i) or (ii). The term financial obligation shall not include municipal securities as to which a final official statement has been provided to the Municipal Securities Rulemaking Board consistent with the Rule.

Section 6. Identifying Information for Filings with the MSRB. All documents provided to the MSRB under the Disclosure Certificate shall be accompanied by identifying information as prescribed by the MSRB.

Section 7. Termination of Reporting Obligation. The Issuer’s obligations under this Disclosure Certificate shall terminate upon the legal defeasance, prior redemption or payment in full of all of the Bonds. If such termination occurs prior to the final maturity of the Bonds, the Issuer shall give notice of such termination in the same manner as for a Listed Event under Section 5(b). If the Issuer’s obligations under the Indenture are assumed in full by some other entity, such person shall be responsible for compliance with this Disclosure Certificate in the same

manner as if it were the Issuer and the original Issuer shall have no further responsibility hereunder.

Section 8. Dissemination Agent. The Issuer may, from time to time, appoint or engage a Dissemination Agent to assist it in carrying out its obligations under this Disclosure Certificate, and may discharge any such Agent, with or without appointing a successor Dissemination Agent. The initial Dissemination Agent shall be Willdan Financial Services. Any Dissemination Agent may resign by providing 30 days' written notice to the Issuer.

Section 9. Amendment; Waiver. Notwithstanding any other provision hereof, the Issuer may amend this Disclosure Certificate, and any provision of this Disclosure Certificate may be waived, provided that the following conditions are satisfied:

(a) if the amendment or waiver relates to the provisions of Sections 3(a), 4 or 5(a), it may only be made in connection with a change in circumstances that arises from a change in legal requirements, change in law, or change in the identity, nature, or status of an obligated person with respect to the Bonds, or type of business conducted;

(b) the undertakings herein, as proposed to be amended or waived, would, in the opinion of nationally recognized bond counsel, have complied with the requirements of the Rule at the time of the primary offering of the Bonds, after taking into account any amendments or interpretations of the Rule, as well as any change in circumstances; and

(c) the proposed amendment or waiver either (i) is approved by holders of the Bonds in the manner provided in the Indenture for amendments to the Indenture with the consent of holders, or (ii) does not, in the opinion of nationally recognized bond counsel, materially impair the interests of the holders or beneficial owners of the Bonds.

If the annual financial information or operating data to be provided in the Annual Report is amended under the provisions hereof, the first annual financial information filed pursuant hereto containing the amended operating data or financial information shall explain, in narrative form, the reasons for the amendment and the impact of the change in the type of operating data or financial information being provided.

If an amendment is made to the undertaking specifying the accounting principles to be followed in preparing financial statements, the annual financial information for the year in which the change is made shall present a comparison between the financial statements or information prepared on the basis of the new accounting principles and those prepared on the basis of the former accounting principles. The comparison shall include a qualitative discussion of the differences in the accounting principles and the impact of the change in the accounting principles on the presentation of the financial information, in order to provide information to investors to enable them to evaluate the ability of the Issuer to meet its obligations. To the extent reasonably feasible, the comparison shall be quantitative. A notice of the change in the accounting principles shall be filed in the same manner as for a Listed Event under Section 5(b).

Section 10. Additional Information. Nothing in this Disclosure Certificate prevents the Issuer from disseminating any other information, using the means of dissemination set forth in this Disclosure Certificate or any other means of communication, or including any other

information in any Annual Report or notice of occurrence of a Listed Event, in addition to that which is required by this Disclosure Certificate. If the Issuer chooses to include any information in any Annual Report or notice of occurrence of a Listed Event in addition to that which is specifically required by this Disclosure Certificate, the Issuer shall have no obligation under this Disclosure Certificate to update such information or include it in any future Annual Report or notice of occurrence of a Listed Event.

Section 11. Default. If the Issuer fails to comply with any provision of this Disclosure Certificate, any holder or beneficial owner of the Bonds may take such actions as may be necessary and appropriate, including seeking mandate or specific performance by court order, to cause the Issuer to comply with its obligations under this Disclosure Certificate. A default under this Disclosure Certificate shall not be deemed an Event of Default under the Indenture, and the sole remedy under this Disclosure Certificate in the event of any failure of the Issuer to comply with this Disclosure Certificate shall be an action to compel performance.

Section 12. Duties, Immunities and Liabilities of Dissemination Agent. The Dissemination Agent shall have only such duties as are specifically set forth in this Disclosure Certificate, and the Issuer agrees to indemnify and save the Dissemination Agent, its officers, directors, employees and agents, harmless against any loss, expense and liabilities which it may incur arising out of or in the exercise or performance of its powers and duties hereunder, including the costs and expenses (including attorneys' fees) of defending against any claim of liability, but excluding liabilities due to the Dissemination Agent's negligence or willful misconduct. The obligations of the Issuer under this Section shall survive resignation or removal of the Dissemination Agent and payment of the Bonds.

Section 13. Beneficiaries; Notices. This Disclosure Certificate shall inure solely to the benefit of the Issuer, the Dissemination Agent, the Participating Underwriter and holders and beneficial owners from time to time of the Bonds, and shall create no rights in any other person or entity.

All notices or communications hereunder shall be provided to the Issuer, the Dissemination Agent and the Participating Underwriter, as follows:

Issuer:	Stanislaus Regional Housing Authority 1612 Sisk Road Modesto, California 95350 Attn: Executive Director
Initial Dissemination Agent:	[Willdan Financial Services 1939 Harrison Street Oakland, California 94612]
Participating Underwriter:	Oppenheimer & Co. Inc. 135 Main Street, Suite 1700 San Francisco, California 94105 Attention: Municipal Markets Capital Group

Section 14. Governing Law. This Disclosure Certificate shall be governed by the laws of the State of California.

Dated as of _____, 2025

STANISLAUS REGIONAL HOUSING
AUTHORITY, as Issuer

By: _____
Executive Director

EXHIBIT A

NOTICE TO MSRB OF FAILURE TO FILE ANNUAL REPORT

Name of Issuer: Stanislaus Regional Housing Authority (the "Issuer")

Name of Bond Issue: \$_____ Stanislaus Regional Housing Authority Multifamily
Housing Revenue Bonds (Riverbank Commons) Series 2025A

Date of Issuance: _____, 2025

NOTICE IS HEREBY GIVEN that the Issuer has not provided an Annual Report with respect to the above-named Bonds as required by Section 6.16 of the Indenture dated as of November 1, 2025 between the Stanislaus Regional Housing Authority and The Bank of New York Mellon Trust Company, N.A. as trustee. The Issuer anticipates that the Annual Report will be filed by _____.

[Dissemination Agent]

By: _____
Authorized Signatory

cc: Issuer and Participating Underwriter

APPENDIX F

DTC AND THE BOOK-ENTRY ONLY SYSTEM

The following description of the Depository Trust Company (“DTC”), the procedures and record keeping with respect to beneficial ownership interests in the Bonds, payment of principal, interest and other payments on the Bonds to DTC Participants or Beneficial Owners, confirmation and transfer of beneficial ownership interest in the Bonds and other related transactions by and between DTC, the DTC Participants and the Beneficial Owners is based solely on information provided by DTC. Accordingly, no representations can be made concerning these matters and neither the DTC Participants nor the Beneficial Owners should rely on the foregoing information with respect to such matters, but should instead confirm the same with DTC or the DTC Participants, as the case may be.

Neither the Issuer nor the Trustee take any responsibility for the information contained in this Section.

No assurances can be given that DTC, DTC Participants or Indirect Participants will distribute to the Beneficial Owners (a) payments of interest, principal or premium, if any, with respect to the Bonds, (b) Bonds representing ownership interest in or other confirmation or ownership interest in the Bonds, or (c) redemption or other notices sent to DTC or Cede & Co., its nominee, as the registered owner of the Bonds, or that they will so do on a timely basis, or that DTC, DTC Participants or DTC Indirect Participants will act in the manner described in this Appendix. The current “Rules” applicable to DTC are on file with the Securities and Exchange Commission and the current “Procedures” of DTC to be followed in dealing with DTC Participants are on file with DTC.

1. “DTC will act as securities depository for the securities (in this Appendix, the “Bonds”). The Bonds will be issued as fully-registered securities registered in the name of Cede & Co. (DTC’s partnership nominee) or such other name as may be requested by an authorized representative of DTC. One fully-registered Bond will be issued for each maturity of the Bonds, in the aggregate principal amount of such maturity, and will be deposited with DTC. If, however, the aggregate principal amount of any maturity exceeds \$500 million, one certificate will be issued with respect to each \$500 million of principal amount and an additional certificate will be issued with respect to any remaining principal amount of such issue.

2. DTC, the world’s largest securities depository, is a limited-purpose trust company organized under the New York Banking Law, a “banking organization” within the meaning of the New York Banking Law, a member of the Federal Reserve System, a “clearing corporation” within the meaning of the New York Uniform Commercial Code, and a “clearing agency” registered pursuant to the provisions of Section 17A of the Securities Exchange Act of 1934. DTC holds and provides asset servicing for over 3.5 million issues of U.S. and non-U.S. equity issues, corporate and municipal debt issues, and money market instruments (from over 100 countries) that DTC’s participants (“Direct Participants”) deposit with DTC. DTC also facilitates the post-trade settlement among Direct Participants of sales and other securities transactions in deposited securities, through electronic computerized book-entry transfers and pledges between Direct Participants’ accounts. This eliminates the need for physical movement of securities certificates. Direct Participants include both U.S. and non-U.S. securities brokers and dealers, banks, trust companies, clearing corporations, and certain other organizations. DTC is a wholly-owned subsidiary of The Depository Trust & Clearing Corporation (“DTCC”). DTCC is the holding company for DTC, National Securities Clearing Corporation and Fixed Income Clearing

Corporation, all of which are registered clearing agencies. DTCC is owned by the users of its regulated subsidiaries. Access to the DTC system is also available to others such as both U.S. and non-U.S. securities brokers and dealers, banks, trust companies, and clearing corporations that clear through or maintain a custodial relationship with a Direct Participant, either directly or indirectly ("Indirect Participants"). DTC has a Standard & Poor's rating of AA+. The DTC Rules applicable to its Participants are on file with the Securities and Exchange Commission. More information about DTC can be found at www.dtcc.com. *The information contained on this Internet site is not incorporated herein by reference.*

3. Purchases of Bonds under the DTC system must be made by or through Direct Participants, which will receive a credit for the Bonds on DTC's records. The ownership interest of each actual purchaser of each Bond ("Beneficial Owner") is in turn to be recorded on the Direct and Indirect Participants' records. Beneficial Owners will not receive written confirmation from DTC of their purchase. Beneficial Owners are, however, expected to receive written confirmations providing details of the transaction, as well as periodic statements of their holdings, from the Direct or Indirect Participant through which the Beneficial Owner entered into the transaction. Transfers of ownership interests in the Bonds are to be accomplished by entries made on the books of Direct and Indirect Participants acting on behalf of Beneficial Owners. Beneficial Owners will not receive Bonds representing their ownership interests in Bonds, except in the event that use of the book-entry system for the Bonds is discontinued.

4. To facilitate subsequent transfers, all Bonds deposited by Direct Participants with DTC are registered in the name of DTC's partnership nominee, Cede & Co. or such other name as may be requested by an authorized representative of DTC. The deposit of Bonds with DTC and their registration in the name of Cede & Co. or such other nominee do not effect any change in beneficial ownership. DTC has no knowledge of the actual Beneficial Owners of the Bonds; DTC's records reflect only the identity of the Direct Participants to whose accounts such Bonds are credited, which may or may not be the Beneficial Owners. The Direct and Indirect Participants will remain responsible for keeping account of their holdings on behalf of their customers.

5. Conveyance of notices and other communications by DTC to Direct Participants, by Direct Participants to Indirect Participants, and by Direct Participants and Indirect Participants to Beneficial Owners will be governed by arrangements among them, subject to any statutory or regulatory requirements as may be in effect from time to time. Beneficial Owners of Bonds may wish to take certain steps to augment transmission to them of notices of significant events with respect to the Bonds, such as redemptions, tenders, defaults, and proposed amendments to the Bond documents. For example, Beneficial Owners of Bonds may wish to ascertain that the nominee holding the Bonds for their benefit has agreed to obtain and transmit notices to Beneficial Owners. In the alternative, Beneficial Owners may wish to provide their names and addresses to the registrar and request that copies of the notices be provided directly to them.

6. Redemption notices will be sent to DTC. If less than all of the Bonds within an issue are being redeemed, DTC's practice is to determine by lot the amount of the interest of each Direct Participant in such issue to be redeemed.

7. Neither DTC nor Cede & Co. (nor such other DTC nominee) will consent or vote with respect to the Bonds unless authorized by a Direct Participant in accordance with DTC's MMI Procedures. Under its usual procedures, DTC mails an Omnibus Proxy to Issuer as soon as possible after the record date. The Omnibus Proxy assigns Cede & Co.'s consenting or voting rights to those Direct Participants to whose accounts the Bonds are credited on the record date (identified in a listing attached to the Omnibus Proxy).

8. Redemption proceeds, distributions, and interest payments on the Bonds will be made to Cede & Co., or such other nominee as may be requested by an authorized representative of DTC. DTC's practice is to credit Direct Participants' accounts, upon DTC's receipt of funds and corresponding detail information from Issuer or Trustee on payable date in accordance with their respective holdings shown on DTC's records. Payments by Participants to Beneficial Owners will be governed by standing instructions and customary practices, as is the case with securities held for the accounts of customers in bearer form or registered in "street name," and will be the responsibility of such Participant and not of DTC nor its nominee, Trustee, or Issuer, subject to any statutory or regulatory requirements as may be in effect from time to time. Payment of redemption proceeds, distributions, and dividend payments to Cede & Co. (or such other nominee as may be requested by an authorized representative of DTC) is the responsibility of Issuer or Trustee, disbursement of such payments to Direct Participants will be the responsibility of DTC, and disbursement of such payments to the Beneficial Owners will be the responsibility of Direct and Indirect Participants.

9. DTC may discontinue providing its services as securities depository with respect to the Bonds at any time by giving reasonable notice to Issuer or Trustee. Under such circumstances, in the event that a successor securities depository is not obtained, Bonds are required to be printed and delivered.

10. The Issuer may decide to discontinue use of the system of book-entry-only transfers through DTC (or a successor securities depository). In that event, Bond certificates will be printed and delivered to DTC.

11. The information in this section concerning DTC and DTC's book-entry system has been obtained from sources that Issuer believes to be reliable, but Issuer takes no responsibility for the accuracy thereof.

APPENDIX G
EXECUTIVE SUMMARY OF APPRAISAL