

PRELIMINARY OFFICIAL STATEMENT DATED OCTOBER __, 2023

NEW ISSUE - BOOK ENTRY ONLY

See below and "RATING" herein

In the opinion of Stradling Yocca Carlson & Rauth, a Professional Corporation, Newport Beach, California ("Bond Counsel"), under existing statutes, regulations, rulings and judicial decisions, and assuming the accuracy of certain representations and compliance with certain covenants and requirements described herein, interest (and original issue discount) on the Bonds is excluded from gross income for federal income tax purposes, except for interest (and original issue discount) on the Bonds for any period during which such Bonds are held by a "substantial user" of the property financed with the proceeds of the Bonds or a "related person," as such terms are used in Section 147(a) of the Code. Interest (and original issue discount) on the Bonds is not an item of tax preference for purposes of calculating the federal alternative minimum tax imposed on individuals. In the further opinion of Bond Counsel, interest (and original issue discount) on the Bonds is exempt from State of California personal income tax. See "TAX MATTERS" with respect to tax consequences relating to the Bonds, including with respect to the alternative minimum tax imposed on certain large corporations for tax years beginning after December 31, 2022.

\$2,150,000*
City of San José
Multifamily Housing Mortgage-Backed Bonds
(Parkmoor) Series 2023F-1 (M-TEMS) (FN)

\$37,657,000*
City of San José
Multifamily Housing Revenue Bonds
(Parkmoor) Series 2023F-2 (Cash Collateralized)

Dated Date: October 1, 2023; Initial Offering Price: 100%
Interest Rate: ___%; CUSIP: _____

Dated Date: October __, 2023; Initial Offering Price: 100%
Initial Interest Rate: ___%; CUSIP: _____

Bond Maturity Date: [Series F-1 Maturity Date]*
Rating: Moody's "Aaa"

Initial Mandatory Tender Date: May 1, 2026*
Bond Maturity Date: May 1, 2027*
Rating: Moody's "Aaa/VMIG 1"

The \$2,150,000* City of San José Multifamily Housing Mortgage-Backed Bonds (Parkmoor) Series 2023F-1 (M-TEMS) (FN) (the "Series F-1 Bonds") and the \$37,657,000* City of San José Multifamily Housing Revenue Bonds (Parkmoor) Series 2023F-2 (Cash Collateralized) (the "Series F-2 Bonds," and together with the Series F-1 Bonds, the "Bonds") will be issued under and pursuant to an Indenture of Trust, dated as of October 1, 2023 (the "Indenture"), between the City of San José (the "Issuer") and U.S. Bank Trust Company, National Association, a national banking association, as trustee (the "Trustee").

The Bonds are issuable only as fully registered bonds without coupons and will be registered in the name of Cede & Co., as nominee of The Depository Trust Company ("DTC"), New York, New York. DTC will act as securities depository of the Bonds. Individual purchases will be made in book-entry form only, in the denominations of (i) with respect to the Series F-1 Bonds, \$1,000 or any integral multiple of \$1 in excess thereof and (ii) with respect to the Series F-2 Bonds, \$5,000, or any integral multiple of \$1,000 in excess thereof. Purchasers will not receive certificates representing their interest in Bonds purchased. Principal and interest on the Bonds are payable by the Trustee to DTC, which will be responsible for remitting such principal and interest to its Participants, which will be responsible for remitting such principal and interest to the Beneficial Owners of the Bonds, as described under "APPENDIX F – BOOK-ENTRY SYSTEM" herein.

The Bonds will be issued to provide funding to Allied 1510 Parkmoor, L.P., a California limited partnership (the "Borrower"), to enable the Borrower to finance a multifamily rental housing development. Pursuant to the Indenture and the Financing Agreement, dated as of October 1, 2023 (the "Financing Agreement"), by and among the Issuer, the Trustee, and the Borrower, the Borrower will cause, over time, Eligible Funds, including proceeds of the Construction Loan (as defined below) to be delivered to the Trustee for deposit into the Collateral Fund established under the Indenture, in order to make the Bond proceeds available to the Borrower to pay costs of the Project. It is anticipated that, prior to the delivery of the MBS (as defined below), the Series F-1 Bonds will be secured by, and the principal of and interest thereon will be paid from, amounts on deposit in the Series F-1 Revenue Fund Account, the Series F-1 Bond Proceeds Fund Account and the Series F-1 Collateral Fund Account along with the investment earnings thereon. At all times, the Series F-2 Bonds will be secured by Eligible Investments or other Eligible Funds in the Series F-2 Revenue Fund Account, the Series F-2 Bond Proceeds Fund Account and the Series F-2 Collateral Fund Account along with the investment earnings thereon sufficient, together with interest earnings thereon (without the need for reinvestment), to pay all of the interest and principal on the Series F-2 Bonds when due, as further described herein. See "SECURITY FOR AND SOURCES OF PAYMENT FOR THE BONDS" herein.

The Borrower has obtained a construction loan (the "Construction Loan") from Capital One, National Association, a national banking association (the "Construction Lender"). From time to time, the Construction Lender will advance to the Trustee proceeds of the Construction Loan for deposit into the Collateral Fund in order to enable the Trustee to release Bond Proceeds to pay costs of the Project. On the Conversion Date (as defined herein), the Construction Loan is expected to be repaid with the proceeds of the Permanent Loan (as defined herein) and Tax Credit Equity (as defined herein). The Borrower has also received a Lender Commitment, dated as of ____, 2023 (the "DUS Lender Commitment") from Capital One, National Association, a national banking association, Fannie Mae's delegated underwriting and servicing lender with respect to the Permanent Loan (the "DUS Lender"), which has agreed to originate a Permanent Loan (as defined herein) upon and subject to satisfaction of certain conditions set forth in the DUS Lender Commitment. In the event the Permanent Loan is originated, the Federal National Mortgage Association ("Fannie Mae") anticipates that it will deliver, or cause to be delivered, to the Trustee a single mortgage pass-through certificate (the "MBS") guaranteed as to timely payment of principal and interest by Fannie Mae, and concurrently therewith, pursuant to the terms of the Indenture, the Trustee will use Eligible Funds on deposit in the Series F-1 Collateral Fund Account to purchase the MBS, if and when issued, and such MBS will then secure the payment of the principal of and interest on the Series F-1 Bonds. If the MBS is not delivered on or before the MBS Delivery Date Deadline (as defined herein), or is delivered in an amount less than the full principal amount of the Series F-1 Bonds, then the Eligible Funds in the Series F-1 Collateral Fund Account will be used to redeem the Series F-1 Bonds as set forth herein.

The Series F-2 Bonds are subject to mandatory tender for purchase, subject to satisfaction of the applicable terms and conditions set forth in the Indenture, on the Initial Mandatory Tender Date. All Bondholders of the Series F-2 Bonds must tender their Series F-2 Bonds for purchase on the Initial Mandatory Tender Date. The Series F-2 Bonds may be remarketed and a new interest rate for the Series F-2 Bonds may be determined on the Initial Mandatory Tender Date in accordance with the terms of the Indenture. If the Series F-2 Bonds are remarketed on the Initial Mandatory Tender Date, the terms of the Series F-2 Bonds after such date may differ materially from the description provided in this Official Statement. Therefore, prospective purchasers of the Series F-2 Bonds on and after the Initial Mandatory Tender Date cannot rely on this Official Statement, but rather must rely upon any disclosure documents prepared in connection with such remarketing.

The Series F-1 Bonds are also subject to mandatory redemption in whole or in part, and the Series F-2 Bonds are subject to optional redemption in whole, as further described herein. See "APPENDIX C – SUMMARY OF CERTAIN PROVISIONS OF THE INDENTURE – Redemption of Bonds" herein.

The aggregate principal amount, aggregate face amount (if different), maturity date, interest rate and delivery date for the Bonds shall be as set forth above and in the Indenture and, with respect to the Series F-1 Bonds shall be described, together with the initial reoffering price, if applicable, in the Term Sheet attached as Appendix H hereto, delivered by the Issuer in connection with the sale of the Bonds.

Prior to the MBS Delivery Date, principal, if due, and interest on the Series F-1 Bonds will be payable monthly on the 26th day of the month, or the next succeeding Business Day if such 26th day is not a Business Day, commencing November 26, 2023*, until and including the 26th day of the month in which the MBS Delivery Date (as defined herein) occurs. Commencing in the first month after the month in which the MBS Delivery Date occurs, principal, if due, and interest will be payable on the first Business Day following receipt of a payment representing principal, if due, and interest under the MBS.

The Series F-2 Bonds shall bear interest on the outstanding principal amount thereof at the applicable Initial Interest Rate set forth above from their date of issuance to but not including the Initial Mandatory Tender Date set forth above, payable on each May 1 and November 1, commencing May 1, 2024*.

THE BONDS ARE LIMITED OBLIGATIONS OF THE ISSUER, PAYABLE SOLELY FROM THE TRUST ESTATE UNDER THE INDENTURE. NEITHER THE ISSUER, THE STATE, NOR ANY POLITICAL SUBDIVISION THEREOF (EXCEPT THE ISSUER, TO THE LIMITED EXTENT SET FORTH IN THE INDENTURE) NOR ANY PUBLIC AGENCY SHALL IN ANY EVENT BE LIABLE FOR THE PAYMENT OF THE PRINCIPAL OF, PREMIUM (IF ANY) OR INTEREST ON THE BONDS OR FOR THE PERFORMANCE OF ANY PLEDGE, OBLIGATION OR AGREEMENT OF ANY KIND WHATSOEVER EXCEPT AS SET FORTH IN THE INDENTURE, AND NONE OF THE BONDS OR ANY OF THE ISSUER'S AGREEMENTS OR OBLIGATIONS SHALL BE CONSTRUED TO CONSTITUTE AN INDEBTEDNESS OF OR A PLEDGE OF THE FAITH AND CREDIT OF OR A LOAN OF THE CREDIT OF OR A MORAL OBLIGATION OF ANY OF THE FOREGOING WITHIN THE MEANING OF ANY CONSTITUTIONAL OR STATUTORY PROVISION WHATSOEVER.

* Preliminary; subject to change.

This Preliminary Official Statement and certain of the information contained herein is in a form deemed final for purposes of Rule 15c2-12 under the Securities Exchange Act of 1934, as amended (except for the omission of certain information permitted to be omitted under Rule 15c2-12(b)(1)). The information herein is subject to revision, completion or amendment in a final Official Statement. The Bonds may not be sold, nor may an offer to buy be accepted prior to the time the Official Statement is delivered in final form. Under no circumstances shall this Preliminary Official Statement constitute an offer to sell or a solicitation of an offer to buy nor shall there be any sale of these securities in any jurisdiction in which such offer, solicitation or sale would be unlawful prior to registration or qualification under the securities laws of any such jurisdiction.

The Bonds are offered when, as and if received by Stifel, Nicolaus & Company, Incorporated (the “Underwriter”), subject to the approval of legality by Stradling Yocca Carlson & Rauth, Newport Beach, California, Bond Counsel, and certain other conditions. Certain legal matters will be passed upon for the Borrower by its counsel, Miller Starr Regalia, Walnut Creek, California, and for the Underwriter by its counsel, Tiber Hudson LLC, Washington, D.C. Ross Financial, San Francisco, California, and PFM Financial Advisors LLC, San Francisco, California, have served as Co-Financial Advisors to the Issuer. It is expected that the Bonds will be available in book-entry form through the facilities of DTC in New York, New York on or about October __, 2023.

STIFEL

Dated: October __, 2023

No dealer, broker, salesman 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 representations must not be relied upon as having been authorized by any of the foregoing. This Official Statement does not constitute an offer to sell or the solicitation of an offer to buy, nor shall there be any sale of the Bonds by any person in any jurisdiction in which it is unlawful for such person to make such offer, solicitation or sale.

Prospective purchasers must read this entire Official Statement (including the cover page and all appendices hereto) to obtain all of the information essential to the making of an informed investment decision.

References to website addresses presented herein are for informational purposes only and may be in the form of a hyperlink solely for the reader's convenience. Neither the Issuer nor the Underwriter has been able to verify the accuracy or completeness of the information contained in web site addresses set forth in this Official Statement or to verify that such information is accurate and complete as of the date of this Official Statement. Investors reviewing such information must rely on the providers of such information for its accuracy and completeness in making any investment decisions regarding the Bonds. Unless specified otherwise, such web sites and the information or links contained therein are not incorporated into, and are not part of, this Official Statement.

The information set forth herein has been obtained from the Borrower, the Issuer and other sources which are believed to be reliable, but it is not guaranteed as to accuracy or completeness and is not to be construed as a representation by the Underwriter. 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, create any implication that there has been no change in the affairs of the Borrower or the Issuer or any other parties described herein since the date as of which such information is presented.

In connection with this offering, the Underwriter may over-allot or effect transactions which stabilize or maintain the market price of the Bonds offered hereby at a level above that which might otherwise prevail in the open market. Such stabilizing, if commenced, may be discontinued at any time.

The Underwriter has provided the following sentence for inclusion in this Official Statement. The Underwriter has reviewed the information in this Official Statement in accordance with, and as 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.

Fannie Mae has not reviewed or undertaken to determine the accuracy of any of the information contained in this Official Statement, other than providing a link to the template Fannie Mae MBS Prospectus in Appendix A and the Additional Disclosure Addendum in Schedule I to Appendix A, and makes no representation or warranty, express or implied, as to any of the other matters contained in this Official Statement, including, but not limited to (i) the accuracy or completeness of such information, (ii) the suitability of the Bonds for any investor, (iii) the feasibility or performance of any project, (iv) the structure, provisions or terms of the Bonds and any cash flows related thereto, or (v) compliance with any securities, tax or other laws or regulations including but not limited to the validity of the Bonds and the tax-exempt status of the Bonds. Fannie Mae's role with respect to the Bonds is limited to issuing and discharging its obligations under the MBS if and when delivered.

No registration statement relating to the Bonds has been filed with the United States Securities and Exchange Commission (the "Commission") or with any state securities agency. The Bonds have not been approved or disapproved by the Commission or any state securities agency, nor has the Commission or any state securities agency passed upon the accuracy or adequacy of this Official Statement. Any representation to the contrary is a criminal offense.

CUSIP data herein are provided by CUSIP Global Services, managed by FactSet Research Systems Inc. on behalf of the American Bankers Association. CUSIP numbers have been assigned by an independent company not affiliated with the Issuer and are included solely for the convenience of the holders of the Bonds. The Issuer is not responsible for the selection or uses of these CUSIP numbers, and no representation is made as to their correctness on the Bonds or as indicated above. The CUSIP number for a specific maturity is subject to being changed after the issuance of the Bonds as a result of various subsequent actions.

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OFFICIAL STATEMENT

relating to

\$2,150,000*
City of San José
Multifamily Housing Mortgage-Backed Bonds
(Parkmoor) Series 2023F-1 (M-TEMS) (FN)

\$37,657,000*
City of San José
Multifamily Housing Revenue Bonds
(Parkmoor) Series 2023F-2 (Cash Collateralized)

INTRODUCTION

This Official Statement (which includes the cover page and appendices hereto) provides certain information in connection with the issuance and sale of the \$2,150,000* City of San José Multifamily Housing Mortgage-Backed Bonds (Parkmoor) Series 2023F-1 (M-TEMS) (FN) (the “Series F-1 Bonds”) and the \$37,657,000* City of San José Multifamily Housing Revenue Bonds (Parkmoor) Series 2023F-2 (Cash Collateralized) (the “Series F-2 Bonds,” and together with the Series F-1 Bonds, the “Bonds”) issued by the City of San José (the “Issuer”). The Bonds will be issued pursuant to the provisions of the Chapter 5 of Division 7 of Title 1 of the California Government Code, together with the provisions of Chapter 7 of Part 5 of Division 31 of the California Health and Safety Code, as the same may be amended (the “Act”), and that certain resolution adopted on October 3, 2023 (the “Resolution”) and secured by an Indenture of Trust, dated as of October 1, 2023 (the “Indenture”), between the Issuer and U.S. Bank Trust Company, National Association, a national banking association, as trustee (the “Trustee”). Pursuant to the Indenture and the Financing Agreement, dated as of October 1, 2023 (the “Financing Agreement”), among the Issuer, the Trustee, and Allied 1510 Parkmoor, L.P., a California limited partnership (the “Borrower”), the Issuer is issuing the Bonds to provide financing for a certain low-income multifamily rental housing facility to be known as Parkmoor Community Apartments (the “Project”) in the City of San José, California (the “State”), as further described in the Term Sheet attached as Appendix H to this Official Statement (the “Term Sheet”), by using the proceeds thereof to provide financing for the Project and, with respect to the Series F-1 Bonds, to facilitate the delivery of the MBS (as defined below) guaranteed by the Federal National Mortgage Association (“Fannie Mae”).

All capitalized terms used in this Official Statement that are defined in the Indenture shall have the respective meanings set forth in the Indenture. See “APPENDIX B — DEFINITIONS OF CERTAIN TERMS.”

The Issuer, the Borrower and Stifel, Nicolaus & Company, Incorporated (the “Underwriter”) have entered into a Bond Purchase Agreement (the “Bond Purchase Agreement”), pursuant to which the Issuer will agree to sell the Bonds to the Underwriter. The transaction entered into under the Bond Purchase Agreement will provide for the issuance and sale to the Underwriter of the Bonds in a specified principal amount, with a specified interest rate, on a specified date and at a specified price. The delivery of the Bonds is subject to the satisfaction of a number of conditions set forth in the Bond Purchase Agreement.

Prior to the date of delivery by Fannie Mae of the MBS (the “MBS Delivery Date”), the Series F-1 Bonds will be secured by (i) the proceeds of the Series F-1 Bonds delivered to the Trustee and deposited into the Series F-1 Bond Proceeds Fund Account established under the Indenture, (ii) Eligible Funds, delivered to the Trustee and deposited into the Series F-1 Revenue Fund Account established under the Indenture, in an amount equal to the interest on the Series F-1 Bonds at the pass-through rate from the Bond Dated Date (as specified in the Term Sheet) to, but not including, the date that is five (5) calendar days after the MBS Delivery Date Deadline, and (iii) Eligible Funds from time to time to be delivered to the Trustee at the direction of the Borrower and deposited into the Series F-1 Collateral Fund Account established under the Indenture. Prior to the date of delivery by Fannie Mae of the MBS (the “MBS Delivery Date”), the principal of, premium, if any, and interest on the Series F-1 Bonds will be paid from amounts on deposit in the Series F-1 Revenue Fund Account, the Series F-1 Collateral Fund Account and the Series F-1 Bond Proceeds Fund Account along with the investment earnings thereon. Following the MBS Delivery Date, the Series F-1 Bonds will be secured by, and the principal of and interest thereon will be paid from, payments made on the MBS. See “SECURITY FOR AND SOURCES OF PAYMENT FOR THE BONDS” herein.

* Preliminary; subject to change.

At all times, the Series F-2 Bonds will be secured by Eligible Investments or other Eligible Funds in the Series F-2 Revenue Fund Account, the Series F-2 Bond Proceeds Fund Account and the Series F-2 Collateral Fund Account along with the investment earnings thereon sufficient, together with interest earnings thereon (without the need for reinvestment), to pay all of the interest and principal on the Series F-2 Bonds when due at the earlier of any Redemption Date or any Mandatory Tender Date, as further described herein. See “SECURITY FOR AND SOURCES OF PAYMENT FOR THE BONDS” herein.

The Borrower has obtained a construction loan in the amount of up to \$80,050,426* (the “Construction Loan”) from Capital One, National Association, a national banking association (the “Construction Lender”). From time to time, the Borrower will cause Eligible Funds, including proceeds of the Construction Loan, to be delivered to the Trustee for deposit into the Collateral Fund in order to enable the Trustee to release Bond Proceeds to pay costs of the Project. On the Conversion Date, the Construction Loan is expected to be repaid with the proceeds of the Permanent Loan and Tax Credit Equity (as defined herein). The Borrower has also received a commitment, dated as of _____, 2023 (the “DUS Lender Commitment”) from Capital One, National Association, a national banking association (the “DUS Lender”), pursuant to which the DUS Lender has agreed, subject to the satisfaction of the conditions set forth in the DUS Lender Commitment, to originate a mortgage loan (the “Permanent Loan”) to the Borrower secured by a mortgage constituting a first lien on the Project. See “THE PERMANENT LOAN” herein. In the event the Permanent Loan is originated, the Trustee will use Eligible Funds on deposit under the Indenture, including in the Series F-1 Bond Proceeds Fund Account and the Series F-1 Collateral Fund Account, to purchase a single mortgage pass-through certificate (the “MBS”) guaranteed as to principal and interest by Fannie Mae, if and when issued, and such MBS will then secure the payment of the principal of and interest on the Series F-1 Bonds. See “APPENDIX A – FANNIE MAE MORTGAGE-BACKED SECURITIES PROGRAM” herein. The closing of the Construction Loan and the Permanent Loan and delivery of the MBS are subject to the satisfaction of certain requirements and preconditions and does not extend to the benefit of any other third party, including the beneficial owners of the Series F-1 Bonds, the Issuer or the Trustee. No representations or assurances can be provided as to whether or not such conditions can or will be satisfied.

If the MBS is not delivered on or before the MBS Delivery Date Deadline (as defined herein), as such date may be extended pursuant to the terms of the Indenture, or is delivered in an amount less than the full principal amount of the Series F-1 Bonds, then Eligible Funds in the Series F-1 Collateral Fund Account and funds then on deposit in the Series F-1 Bond Proceeds Fund Account will be used to redeem the Series F-1 Bonds as set forth in the Indenture. The Series F-1 Bonds are also subject to mandatory redemption in whole or in part as further described herein. See “DESCRIPTION OF THE BONDS —Redemption of Bonds.”

Following the MBS Delivery Date, the principal amount of the Series F-1 Bonds Outstanding will equal the then-current principal amount of the MBS, which will equal the product of the original aggregate principal amount of the Permanent Loan and the then-applicable factor posted by Fannie Mae as the Permanent Loan amortizes or is otherwise prepaid (the “Monthly Pool Factor”). Monthly Pool Factors with respect to MBSs can be accessed through DUS Disclose on Fannie Mae’s website at <https://mfdusdisclose.fanniemae.com/#/home>.

The Series F-2 Bonds are subject to mandatory tender for purchase, subject to satisfaction of the applicable terms and conditions set forth in the Indenture, on the Initial Mandatory Tender Date (as defined below). All holders of the Series F-2 Bonds must tender their Series F-2 Bonds for purchase on the Initial Mandatory Tender Date. A new interest rate for the Series F-2 Bonds may be determined on the Initial Mandatory Tender Date in accordance with the terms of the Indenture. If the Series F-2 Bonds are remarketed on the Initial Mandatory Tender Date, the terms of the Series F-2 Bonds after such date may differ materially from the description provided in this Official Statement. Therefore, prospective purchasers of the Series F-2 Bonds on and after the Initial Mandatory Tender Date cannot rely on this Official Statement, but rather must rely upon any disclosure documents prepared in connection with such remarketing. The Series F-2 Bonds are also subject to redemption prior to maturity as set forth herein. See “DESCRIPTION OF THE BONDS —Redemption of Bonds.”

The Series F-1 Bonds shall bear interest on the outstanding principal amount thereof at the interest rate set forth on the cover page hereof and in the Term Sheet (the “Pass-Through Rate”). Prior to the MBS Delivery Date, principal, if due, and interest on the Series F-1 Bonds will be payable monthly on the 26th day of the month, or the

* Preliminary; subject to change.

next succeeding Business Day if such 26th day is not a Business Day, commencing November 26, 2023*, until and including the 26th day of the month in which the MBS Delivery Date occurs. Commencing in the first month after the month in which the MBS Delivery Date occurs, principal, if due, and interest will be payable on the first Business Day following receipt of a payment representing principal, if due, and interest under the MBS.

The Series F-2 Bonds shall bear interest on the outstanding principal amount thereof at the Initial Series F-2 Bond Rate from their date of issuance to but not including, May 1, 2026* (the “Initial Mandatory Tender Date”), payable on each May 1 and November 1, beginning May 1, 2024* (each a “Series F-2 Bond Payment Date”) and on each Mandatory Tender Date and each Mandatory Redemption Date.

Principal and interest on the Bonds are payable by the Trustee to DTC, which will be responsible for remitting such principal and interest to its Participants, which will be responsible for remitting such principal and interest to the Beneficial Owners of the Bonds. The payment of interest on each Payment Date shall relate to the interest accrued during the preceding calendar month.

The Bonds are limited obligations of the Issuer, payable solely from and secured by the pledge pursuant to the Indenture of the Trust Estate, consisting of funds pledged therefor under the Indenture and, with respect to the Series F-1 Bonds, revenues from the MBS (the “MBS Revenues”). See “SECURITY FOR AND SOURCES OF PAYMENT FOR THE BONDS.”

THE BONDS ARE LIMITED OBLIGATIONS OF THE ISSUER, PAYABLE SOLELY FROM THE TRUST ESTATE UNDER THE INDENTURE. NEITHER THE ISSUER, THE STATE, NOR ANY POLITICAL SUBDIVISION THEREOF (EXCEPT THE ISSUER, TO THE LIMITED EXTENT SET FORTH IN THE INDENTURE) NOR ANY PUBLIC AGENCY SHALL IN ANY EVENT BE LIABLE FOR THE PAYMENT OF THE PRINCIPAL OF, PREMIUM (IF ANY) OR INTEREST ON THE BONDS OR FOR THE PERFORMANCE OF ANY PLEDGE, OBLIGATION OR AGREEMENT OF ANY KIND WHATSOEVER EXCEPT AS SET FORTH IN THE INDENTURE, AND NONE OF THE BONDS OR ANY OF THE ISSUER’S AGREEMENTS OR OBLIGATIONS SHALL BE CONSTRUED TO CONSTITUTE AN INDEBTEDNESS OF OR A PLEDGE OF THE FAITH AND CREDIT OF OR A LOAN OF THE CREDIT OF OR A MORAL OBLIGATION OF ANY OF THE FOREGOING WITHIN THE MEANING OF ANY CONSTITUTIONAL OR STATUTORY PROVISION WHATSOEVER.

Descriptions, certain definitions and final terms of the Bonds, the Borrower, the Project, the Permanent Loan and the MBS, are included in this Official Statement and, with respect to the Series F-1 Bonds, the Permanent Loan and the MBS, in the Term Sheet. The information included in the Term Sheet assumes that the Permanent Loan is originated in an amount equal to the maximum amount available under the DUS Lender Commitment and that all the conditions to conversion set forth in the DUS Lender Commitment (the “Conditions to Conversion”) have been satisfied and have not been waived or modified. All summaries or descriptions herein of documents and agreements are qualified in their entirety by reference to such documents and agreements and all summaries herein of the Bonds are qualified in their entirety by reference to the Indenture and the provisions with respect thereto included in the aforesaid documents and agreements. Copies of the Indenture and the Financing Agreement are available for inspection at the office of the Trustee. The Borrower will provide certain information on an ongoing basis to the Municipal Securities Rulemaking Board (the “MSRB”). For a description of the Borrower’s undertaking with respect to ongoing disclosure, see “CONTINUING DISCLOSURE” herein.

THE ISSUER

The following information has been provided by the Issuer. None of the Trustee, the Borrower or the Underwriter has made any independent investigation regarding the information presented under this heading, nor have such parties verified the accuracy or completeness thereof, and none of the Trustee, the Borrower or the Underwriter assumes any responsibility or liability therefor.

The Issuer is the third largest city in California and one of the largest cities in the United States based on its population of approximately 959,256 as of January 1, 2023 (as reported by the California Department of Finance).

* Preliminary; subject to change.

The territory of the Issuer encompasses approximately 180 square miles. Located at the southern end of the San Francisco Bay, the Issuer is the county seat of the County of Santa Clara (the "County").

The Issuer is governed by the City Council, consisting of a Mayor and ten other council members. The Mayor is elected at large for a four-year term. Council members are elected by district for staggered four-year terms. The Mayor and the council members are limited to two consecutive four-year terms. The City Council appoints the City Manager who is responsible for the operation of all municipal functions except the offices of City Attorney, City Clerk, City Auditor and Independent Police Auditor. The officials heading these offices are appointed by the City Council and carry out the policies set forth by the City Council.

The Issuer provides a full range of services contemplated by statute or charter including those functions delegated to cities under state law. These services include public safety, recreational and cultural activities, public improvements, planning, zoning and general administrative services.

The Bonds will be a limited obligation of the Issuer as described under the caption "SECURITY AND SOURCES OF PAYMENT FOR THE BONDS."

THE BONDS DO NOT CONSTITUTE AN INDEBTEDNESS OR PLEDGE OF THE GENERAL CREDIT OF THE ISSUER WITHIN THE MEANING OF ANY CONSTITUTIONAL OR STATUTORY LIMITATION OF INDEBTEDNESS. THE BONDS ARE LIMITED OBLIGATIONS OF THE ISSUER PAYABLE SOLELY FROM THE TRUST ESTATE. NEITHER THE FAITH OR CREDIT NOR THE TAXING POWER OF THE ISSUER, THE STATE OR OF ANY COUNTY, MUNICIPALITY OR POLITICAL SUBDIVISION OF THE STATE IS PLEDGED TO THE PAYMENT OF THE PRINCIPAL OR PREMIUM, IF ANY, OR THE INTEREST ON THE BONDS.

Except for the information under the headings "THE ISSUER" and "NO LITIGATION—The Issuer," none of the information in this Official Statement has provided by the Issuer, nor has the Issuer made any independent investigation regarding such information or verified the accuracy or completeness thereof, and the Issuer assumes no responsibility or liability therefor. Except for the information under the headings "THE ISSUER" and "NO LITIGATION—The Issuer," no representation is made by the Issuer as to the accuracy or adequacy of the information in this Official Statement or as to the absence of material adverse changes in such information subsequent to the date hereof. The Bonds are limited obligations of the Issuer, payable solely out of the revenues and receipts provided therefor in the Indenture. See "SECURITY AND SOURCES OF PAYMENT FOR THE BONDS."

DESCRIPTION OF THE BONDS

General

The Series F-1 Bonds will be issued in the denominations of \$1,000 or any integral multiple of \$1 in excess thereof. The Series F-2 Bonds will be issued in the denominations of \$5,000 or any integral multiple of \$1,000 in excess thereof. The Bonds are issuable only as fully registered bonds without coupons and will be registered in the name of Cede & Co., as nominee of The Depository Trust Company ("DTC"), New York, New York. DTC will act as securities depository for the Bonds. Individual purchases will be made in book-entry form only. Purchasers will not receive bonds representing their interest in the Bonds purchased. See "APPENDIX F — BOOK-ENTRY SYSTEM."

The Series F-1 Bonds will be dated and have a final maturity date and a final payment date on the respective dates identified in the Term Sheet and on the cover page hereof. The Series F-1 Bonds will bear interest from their dated date at the Pass-Through Rate set forth in the Term Sheet and on the cover page hereof. Interest on the Series F-1 Bonds shall be computed for the actual number of days which have elapsed, on the basis of a 360-day year. The payment of interest on each Series F-1 Bond Payment Date shall relate to the interest accrued during the preceding calendar month.

Interest on the Series F-1 Bonds will be payable on the Series F-1 Bond Payment Date to the Bondholders of record on the Record Date.

Prior to the MBS Delivery Date, all payments of interest with respect to the Series F-1 Bonds will be paid to the Bondholders by the Trustee from funds held in the Revenue Fund under the Indenture. Commencing in the first month after the month in which the MBS Delivery Date occurs, on the first Business Day following receipt of a payment representing principal, if due, and interest under the MBS, the Trustee will pay to the Bondholders of record as of the applicable Record Date the amount so received as a payment of principal, if due, and interest on the Series F-1 Bonds.

The Series F-2 Bonds shall be dated their date of delivery and shall bear interest at the Initial Series F-2 Bond Rate, set forth on the cover page hereof, from their date of delivery, to but not including the Initial Mandatory Tender Date, payable on each Series F-2 Bond Payment Date, commencing May 1, 2024*, on each Mandatory Tender Date and on each date the Series F-2 Bonds are subject to redemption pursuant to the Indenture. Interest on the Series F-2 Bonds shall be computed on the basis of a 360-day year consisting of 12 months of 30 days each. The payment of interest on a Series F-2 Bond Payment Date shall be in an amount equal to the interest accrued during the Interest Period ending on the day preceding such Series F-2 Bond Payment Date.

All payments of principal and interest with respect to the Bonds will be paid to the Bondholders in proportion to the principal amount of each Bond owned by each such owner as set forth on the records of the Trustee as of the Record Date.

So long as Cede & Co. or another nominee designated by DTC is the registered owner of the Bonds, principal and interest on the Bonds are payable by the Trustee to DTC, which will be responsible for remitting such principal and interest to its Participants, which will be responsible for remitting such principal and interest to the Beneficial Owners of the Bonds. See “APPENDIX F — BOOK-ENTRY SYSTEM.” *So long as Cede & Co. is the registered owner of the Bonds, all references in this Official Statement to the owners or holders of the Bonds, means Cede & Co. and not the Beneficial Owners of the Bonds.*

Transfer of Bonds

While DTC is securities depository for book-entry Bonds, the transfer of beneficial ownership of Bonds shall take place as described in “APPENDIX F — BOOK-ENTRY SYSTEM.” If DTC were to terminate its status as securities depository for the Bonds and, as a result, the Bonds were no longer book-entry securities, no transfer of a Bond will be made unless made upon the records of the Issuer kept for that purpose at the corporate trust office of the Trustee, by the registered owner of the Bond or by its attorney duly authorized in writing, upon surrender thereof together with a written instrument of transfer satisfactory to the Trustee. Upon the transfer of any such Bond, the Issuer shall issue and the Trustee shall authenticate and deliver to and in the name of the transferee a new fully registered Bond, of the same series, aggregate principal amount, interest rate, maturity and other terms as the surrendered Bond.

At all times, the Issuer and the Trustee may deem and treat the person in whose name any Bond shall be registered upon the records of the Issuer as the absolute owner of such Bond, whether such Bond shall be a book-entry security or not, for the purpose of receiving payment of, or on account of, the principal of and interest on such Bond and for all other purposes and all such payments so made to any such registered owner or upon his order shall be valid and effectual to satisfy and discharge the liability upon such Bond to the extent of the sum or sums so paid.

Mandatory Tender of Series F-2 Bonds

All Outstanding Series F-2 Bonds shall be subject to mandatory tender by the holders thereof for purchase in whole and not in part on each Mandatory Tender Date. The purchase price for each such Series F-2 Bond shall be payable in lawful money of the United States of America by check or draft, shall equal 100% of the principal amount to be purchased and accrued interest, if any, to the Mandatory Tender Date, and shall be paid in full on the applicable Mandatory Tender Date.

* Preliminary; subject to change.

The Mandatory Tender Dates shall consist of (i) the Initial Mandatory Tender Date and (ii) any subsequent dates for a mandatory tender of the Series F-2 Bonds established by the Borrower with the consent of the Remarketing Agent in connection with a remarketing of the Series F-2 Bonds pursuant to the Indenture.

Notwithstanding anything in the Indenture to the contrary, any Series F-2 Bond tendered under this heading will not be purchased if such Series F-2 Bond matures or is redeemed on or prior to the applicable Mandatory Tender Date.

While tendered Series F-2 Bonds are in the custody of the Trustee pending purchase pursuant to the Indenture, the tendering holders thereof shall be deemed the owners thereof for all purposes, and interest accruing on tendered Series F-2 Bonds through the day preceding the applicable Mandatory Tender Date shall be paid as if such Series F-2 Bonds had not been tendered for purchase.

The Trustee shall utilize amounts representing proceeds of remarketed Series F-2 Bonds on deposit in the Remarketing Proceeds Account to pay the principal amount, plus accrued interest, of Series F-2 Bonds tendered for purchase not later than 11:30 a.m. Local Time on the Mandatory Tender Date.

In the event the Series F-2 Bonds must be redeemed as a result of the occurrence of any of the events listed in “Series F-2 Bonds - Mandatory Redemption for Failure to Remarket” hereof, the remarketing shall be cancelled and all Bonds outstanding on the Mandatory Tender Date shall be redeemed in accordance with the terms described in “Series F-2 Bonds - Mandatory Redemption for Failure to Remarket” hereof.

Series F-2 Bonds shall be deemed to have been tendered for purposes of this heading whether or not the holders thereof shall have delivered such undelivered Series F-2 Bonds to the Trustee, and subject to the right of the holders of such undelivered Bonds to receive the purchase price of such Series F-2 Bonds and interest accrued thereon to the Mandatory Tender Date, such undelivered Series F-2 Bonds shall be null and void. If such undelivered Series F-2 Bonds are to be remarketed, the Trustee shall authenticate and deliver new Series F-2 Bonds in replacement thereof pursuant to the remarketing of such undelivered Series F-2 Bonds.

Redemption of Bonds

The Bonds are subject to redemption under the Indenture as follows:

Series F-1 Bonds — Mandatory Redemption Prior to MBS Delivery Date. On any Series F-1 Bond Payment Date that occurs prior to or during the month in which the MBS is delivered to the Trustee, the Series F-1 Bonds are subject to mandatory redemption in part in an amount equal to the amount due on the first day of the month in which such Payment Date occurs as shown in the Permanent Loan Amortization Schedule, payable with respect to principal first, from money on deposit in the Series F-1 Collateral Fund Account and second, from money on deposit in the Series F-1 Bond Proceeds Fund Account, and with respect to interest, from money on deposit in the Series F-1 Revenue Fund Account.

Series F-1 Bonds — Mandatory Redemption Upon Failure to Convert or Failure to Purchase the MBS by the MBS Delivery Date Deadline. The Series F-1 Bonds are subject to mandatory redemption in whole five (5) calendar days after the MBS Delivery Date Deadline at a Redemption Price equal to 100% of the Outstanding principal amount thereof, plus interest accrued but unpaid from the first day of the month in which the last Payment Date occurred to such redemption date, if either the Conversion Date or the MBS Delivery Date has not occurred on or prior to the MBS Delivery Date Deadline, as such date may be extended, payable with respect to principal first, from money on deposit in the Series F-1 Collateral Fund Account and second, from money on deposit in the Series F-1 Bond Proceeds Fund Account, and with respect to premium, if any, and interest, from money on deposit in the Series F-1 Revenue Fund Account.

Series F-1 Bonds — Mandatory Redemption on the MBS Delivery Date. The Series F-1 Bonds are subject to mandatory redemption in part on the MBS Delivery Date at a Redemption Price equal to 101% of the principal amount of the Series F-1 Bonds to be redeemed, plus interest accrued but unpaid from the first day of the month in which the last Payment Date occurred to the MBS Delivery Date, in an amount equal to the difference between (i) the principal amount of the MBS purchased on the MBS Delivery Date and (ii) the aggregate principal amount of the

Series F-1 Bonds Outstanding as of the first day of the month in which the MBS Delivery Date occurred, payable with respect to principal first, from money on deposit in the Series F-1 Collateral Fund Account and second, from money on deposit in the Series F-1 Bond Proceeds Fund Account, and with respect to interest and premium, if any, from money on deposit in the Series F-1 Revenue Fund Account and other Eligible Funds.

Series F-1 Bonds — Mandatory Redemption Following the MBS Delivery Date. Following the MBS Delivery Date, the Series F-1 Bonds are subject to mandatory redemption in whole or in part one Business Day after the date on which each principal payment or prepayment is received pursuant to the MBS, at a Redemption Price equal to 100% of the principal amount, plus interest and premium, if any, received pursuant to the MBS.

Series F-1 Bonds – Mandatory Redemption in Lieu of Exchange. The Series F-1 Bonds are subject to mandatory redemption in whole or in part in the event the Issuer elects pursuant to the Indenture to redeem a Beneficial Owner’s Series F-1 Bonds for an amount equal to the Cash Value in lieu of delivering to the Beneficial Owner of the Series F-1 Bonds its proportionate interest in the MBS based upon its proportionate interest in the Series F-1 Bonds. Any such redemption shall be made in the amounts, from the sources and in accordance with the provisions of the Indenture. See “Optional Exchange of Series F-1 Bonds for MBS” below.

Series F-2 Bonds — Mandatory Redemption for Failure to Remarket. The Series F-2 Bonds are subject to mandatory redemption in whole at a redemption price of 100% of the Outstanding principal amount thereof, plus accrued interest to the Redemption Date, on any Mandatory Tender Date upon the occurrence of any of the following events: (i) the Borrower has previously elected not to cause the remarketing of the Bonds; (ii) the conditions to remarketing set forth in the Indenture have not been met by the dates and times set forth therein; or (iii) the proceeds of a remarketing on deposit in the Remarketing Proceeds Account at 11:00 a.m. Local Time on the Mandatory Tender Date are insufficient to pay the purchase price of the Outstanding Series F-2 Bonds on such Mandatory Tender Date. Series F-2 Bonds subject to redemption in accordance with this paragraph shall be redeemed from (i) amounts on deposit in the Series F-2 Collateral Fund Account, (ii) amounts on deposit in the Series F-2 Negative Arbitrage Subaccount of the Revenue Fund, (iii) amounts on deposit in the Series F-2 Bond Proceeds Fund Account, and (iv) any other Eligible Funds available or made available for such purpose at the written direction of the Borrower.

Series F-2 Bonds — Optional Redemption of Series F-2 Bonds. The Series F-2 Bonds are subject to optional redemption, in whole but not in part, by the Issuer at the written direction of the Borrower on any date on or after the later to occur of (i) the date the Project is complete and placed in service by the Borrower for purposes of Section 42 of the Code and (ii) the Initial Mandatory Tender Date (the “Optional Redemption Date”) at a redemption price equal to 100% of the principal amount of the Bonds plus accrued interest, but without premium, to the Optional Redemption Date. After the Initial Remarketing Date, the Borrower, in consultation with the Remarketing Agent, may establish an optional redemption date with respect to any subsequent Remarketing Period and, thereafter, the Bonds are subject to optional redemption in whole or in part by the Issuer at the written direction of the Borrower (with delivery of a Cash Flow Projection and written notice to the Trustee at least 30 days prior to the proposed redemption date and, in the case of a redemption in part, specifying the principal amount of the Bonds to be redeemed) on or after the applicable redemption date at a redemption price of 100% of the principal amount of such Bonds to be redeemed plus accrued interest to the applicable redemption date.

Notwithstanding anything to the contrary in the Indenture, the Series F-1 Bonds are not subject to optional redemption, but are subject to redemption prior to maturity in connection with a prepayment of the Permanent Loan as set forth in the Indenture, including but not limited to mandatory redemption of the Series F-1 Bonds in connection with the Borrower’s optional prepayment of the Series F-1 Bond Loan Note in whole or in part in accordance with the terms thereof. See “APPENDIX H — TERM SHEET — Prepayment Premium Term” and “APPENDIX H — TERM SHEET — Prepayment Premium End Date” hereto.

See “DESCRIPTION OF THE BONDS — Optional Exchange of Series F-1 Bonds for MBS” herein and “APPENDIX C — SUMMARY OF CERTAIN PROVISIONS OF THE INDENTURE — Mandatory Redemption” attached hereto.

Optional Exchange of Series F-1 Bonds for MBS

Following delivery of the MBS to the Trustee, a Beneficial Owner of Series F-1 Bonds may file with the Trustee a written request, in the form attached as an exhibit to the Indenture or such other form as may be approved by the Trustee (the “Request Notice”), to exchange Series F-1 Bonds for a like principal amount of the MBS, provided, that (i) the MBS will be, when delivered, in a face amount equal to \$1,000 or any integral multiple of \$1 in excess thereof, and (ii) the Project is complete and placed in service by the Borrower for purposes of Section 42 of the Code. The Request Notice must be delivered to the Trustee at least five (5) Business Days prior to the Exchange Date (as defined in the Request Notice). See “APPENDIX C – SUMMARY OF CERTAIN PROVISIONS OF THE INDENTURE – Exhibit A — Form of Notice of Request to Exchange” hereto.

Upon receipt of a Request Notice, the Trustee shall immediately provide a copy to the Issuer and the DUS Lender. After receipt of a Request Notice, the Issuer shall then have the option, in its sole discretion, to provide written direction to the Trustee to either (i) deliver to the Beneficial Owner of the Series F-1 Bonds its proportionate interest in the MBS based upon such Beneficial Owner’s proportionate interest in the Bond or (ii) redeem the Beneficial Owner’s Series F-1 Bonds for an amount equal to the Cash Value (as defined herein) as of the Exchange Date. The Issuer shall notify the Trustee of its decision whether to exchange or redeem within thirty (30) days of its receipt of the Request Notice. Any failure of the Issuer to provide direction within the period set forth in the prior sentence shall be deemed a direction to deliver the MBS in lieu of redeeming the Series F-1 Bonds. Immediately upon receiving the Issuer’s direction, the Trustee shall notify such Beneficial Owner of the Issuer’s direction. Upon receipt of any Series F-1 Bonds from the requesting Beneficial Owner, the Trustee will promptly cancel the Series F-1 Bonds being exchanged or redeemed, which will not be reissued.

Cash Value = original face amount of the MBS x Monthly Pool Factor x (1 + Redemption Premium + (Initial Offering Premium x Monthly Pool Factor))

Where “Monthly Pool Factor” means a ratio published by Fannie Mae for each issuance of certificates on or about the fourth business day of each month.

Where “Redemption Premium” = 5% if the exchange occurs during the first five years from the Closing Date;
= 4% during the sixth year;
= 3% during the seventh year;
= 2% during the eighth year;
= 1% during the ninth year; and
= 0% thereafter

Where “Initial Offering Premium” means the initial offering price of the Series F-1 Bonds minus 100%.

In the event that the Issuer elects (or is deemed to have elected) to deliver the Beneficial Owner’s proportionate interest in the MBS in lieu of redeeming the Series F-1 Bonds, after validating the exchange request, the Trustee shall transfer and deliver to such requesting Beneficial Owner, the Trustee’s beneficial ownership interest in the Beneficial Owner’s proportional interest in the MBS on the date specified in the Request Notice promptly following (i) delivery to the Trustee (via DTC withdrawal or Deposit/Withdrawal At Custodian (“DWAC”)) of the Series F-1 Bonds being exchanged and (ii) payment by the requesting owner of the Trustee’s exchange fee (\$1,000) with respect to such Series F-1 Bonds, payable from the Revenue Fund. Such Beneficial Owner’s proportionate interest in the MBS will be (1) in book-entry form and (2) transferred in accordance with current market practices, including the applicable provisions of the SIFMA’s *Uniform Practices for the Clearance and Settlement of Mortgage-Backed Securities and Other Related Securities*. The proportional interest in the MBS delivered in such an exchange will not be exchangeable for Series F-1 Bonds. If the Exchange Date is subsequent to a Record Date and prior to a corresponding Payment Date for the Series F-1 Bonds, the Trustee shall wire the applicable principal and interest payments on the exchanged Series F-1 Bonds to the Beneficial Owner using the wire transfer instructions set forth on the Request Notice.

In the event that the Issuer elects to redeem Series F-1 Bonds in lieu of an exchange with the MBS, the Beneficial Owner shall arrange with its securities dealer (and/or DTC participant) to deliver such Series F-1 Bonds to the Trustee (via DTC withdrawal or DWAC) on or before such redemption date. Once such delivery has been verified and approved by the Trustee, the Trustee shall transfer a like principal amount of the MBS to or upon the order of the Issuer in exchange for an amount of Eligible Funds equal to the Cash Value plus interest accrued but unpaid on the MBS (less any interest to be received by the Beneficial Owner on the next Payment Date if the redemption occurs between the Record Date and such Payment Date) and apply the proceeds of such transfer to the payment of the Redemption Price of the Series F-1 Bonds on the Payment Date by wiring such amount to the Beneficial Owner at its wire transfer instructions set forth on the Request Notice.

None of Fannie Mae, the Trustee or the Issuer, or its elected officers, officials, employees or agents, shall have any liability to the Beneficial Owner arising from (i) any exchange or redemption of Series F-1 Bonds described under this heading "Optional Exchange of Series F-1 Bonds for MBS" or (ii) any of the costs or expenses hereof. Interest on such MBS is not excludable from gross income for federal income tax purposes. Bondholders should consult their own tax advisors concerning that and other tax consequences of any exchange of a Series F-1 Bond for the MBS.

Extension of MBS Delivery Date Deadline

At any time prior to the MBS Delivery Date Deadline, the Borrower may extend the MBS Delivery Date Deadline by (i) providing to the Trustee, the Lender, the Rating Agency, the Issuer and the Underwriter written notice of any extension of the MBS Delivery Date Deadline, (ii) depositing with the Trustee Eligible Funds for the credit of the Series F-1 Negative Arbitrage Subaccount of the Revenue Fund in an amount, taking into account amounts already on deposit therein, sufficient to pay interest due on the Series F-1 Bonds to the date that is five (5) calendar days after the extended MBS Delivery Date Deadline (the "Extension Deposit"), (iii) delivering to the Trustee and the Rating Agency a Cash Flow Projection establishing the sufficiency of the Extension Deposit, and (iv) delivering to the Trustee confirmation by the Rating Agency of the then-current rating on the Series F-1 Bonds. Extension Deposits may continue to be made by or on behalf of the Borrower until the MBS Delivery Date occurs or the Borrower declines to make an Extension Deposit resulting in a mandatory redemption of the Series F-1 Bonds pursuant to the Indenture; provided, however, the MBS Delivery Date Deadline may not be extended to a date that is later than the fourth anniversary of the Bond Dated Date unless prior to any extension beyond such date there shall be filed with the Trustee and the Issuer an opinion of Bond Counsel to the effect that such extension will not, in and of itself, adversely affect the exclusion of interest on the Bonds from gross income for Federal income tax purposes. The cost of such opinion shall be the sole responsibility of the Borrower. See "APPENDIX C – SUMMARY OF CERTAIN PROVISIONS OF THE INDENTURE – Extension of MBS Delivery Date Deadline" attached hereto.

THE PERMANENT LOAN

General

The DUS Lender Commitment sets forth certain Conditions to Conversion which must be satisfied by the Borrower prior to the origination of the Permanent Loan and the issuance of the MBS. Such conditions include, but are not limited to: the completion of improvements, confirmation that Minimum Occupancy Requirement (as defined in the DUS Lender Commitment) has been met, the delivery of required transaction documents and certain other items required in connection with the DUS Lender Commitment; the renewal and approval by Fannie Mae of all agreements, documents, instruments reports, surveys, papers and matters which are subject to Fannie Mae's review and approval in connection with the DUS Lender Commitment; the payment of all fees required in connection with the DUS Lender Commitment; that there be no event of default under any of the required transaction documents; and certain other conditions set forth in the DUS Lender Commitment. The conditions described in the prior sentence represent only a limited summary of the Conditions to Conversion, and the DUS Lender Commitment should be referenced for a full description of such conditions. Upon satisfaction of the Conditions to Conversion set forth in the DUS Lender Commitment prior to May 1, 2026* (the "Initial Termination Date"), which date is subject to two six-month extensions

* Preliminary; subject to change.

as set forth in the DUS Lender Commitment and to further potential extension at the sole discretion of Fannie Mae, the DUS Lender will originate the Permanent Loan.

If and when the Permanent Loan is originated, and the MBS is delivered, subject to (a) the conditions and requirements of the DUS Lender Commitment and (b) the satisfaction of the conditions relating to the financing, construction and leasing of the Project, the Indenture authorizes the Trustee to use Eligible Funds to purchase the MBS, if and when the MBS is issued, and such MBS will then secure the payment of the interest on and principal of the Series F-1 Bonds. If the MBS is not delivered, then the Eligible Funds held under the Indenture will be used to redeem the Series F-1 Bonds as further described in Appendix C hereto.

The DUS Lender has undertaken to certify that the MBS has terms consistent with the Term Sheet and meets the requirements set forth in the Indenture, on which certification the Trustee may rely and act without further investigation. The Permanent Loan is to be evidenced by the Mortgage Note, executed by the Borrower in favor of the Lender and secured by the Multifamily Deed to Secure Debt, Assignment of Leases and Rents, Security Agreement and Fixture Filing (the "Mortgage"). The Borrower is required under the Mortgage Note to make monthly payments sufficient in the aggregate to pay debt service on the Permanent Loan.

MBS Payments

Following the MBS Delivery Date, if such date occurs, payments on the MBS will be made on the 25th day of each month (beginning with the month following the month in which the MBS is issued and delivered to the Trustee), or, if such 25th day is not a Business Day, on the first Business Day next succeeding such 25th day. With respect to the MBS, Fannie Mae will distribute to the Trustee an amount equal to the total of (i) the principal due on the Permanent Loan underlying the MBS during the period beginning on the second day of the month prior to the month of such distribution and ending on the first day of such month of distribution, (ii) the stated principal balance of the Permanent Loan that was prepaid in full during the calendar month next preceding the month of such distribution (including as prepaid for this purpose at Fannie Mae's election the Permanent Loan after it is delinquent, in whole or in part, with respect to four consecutive installments of principal and interest; or because of Fannie Mae's election to repurchase the Permanent Loan under certain other circumstances), (iii) the amount of any partial prepayment of the Permanent Loan received in the calendar month next preceding the month of distribution, and (iv) one month's interest at the Pass-Through Rate on the principal balance of the MBS as reported to the Trustee (assuming the Trustee is the registered holder) in connection with the previous distribution (or, respecting the first distribution, the principal balance of the MBS on its issue date).

For purposes of distribution, the Permanent Loan will be considered to have been prepaid in full if, in Fannie Mae's reasonable judgment, the full amount finally recoverable on account of the Permanent Loan has been received, whether or not such full amount is equal to the stated principal balance of the Permanent Loan. See also "APPENDIX A — FANNIE MAE MORTGAGE-BACKED SECURITIES PROGRAM."

FANNIE MAE

The MBS, if issued by Fannie Mae and acquired by the Trustee as described herein, will be an obligation of Fannie Mae. **The securities of Fannie Mae, including the MBS, if issued, are not guaranteed by the United States and do not constitute a debt or obligation of the United States or any agency or instrumentality thereof other than Fannie Mae.**

Information on Fannie Mae and its financial condition are contained in periodic reports that are filed with the Securities and Exchange Commission (the "SEC"). Fannie Mae's SEC filings are available at the SEC's website at www.sec.gov and are also available on Fannie Mae's web site at <http://www.fanniemae.com> or from Fannie Mae at the Office of Investor Relations at 202-752-7115.

SECURITY FOR AND SOURCES OF PAYMENT FOR THE BONDS

In order to secure the payment of the principal of and interest on the Bonds, the Issuer has pledged to the Trust Estate for the Bonds, subject to terms and provisions of the Indenture, the following:

- (i) To (a) the Holders of the Series F-1 Bonds, all right, title and interest of the Issuer in and to the Series F-1 Bond Loan Note and (b) the Holders of the Series F-2 Bonds, all right, title and interest of the Issuer in and to the Series F-2 Bond Loan Note (except, in each case, the Reserved Rights of the Issuer) including all payments and proceeds with respect thereto or replacement thereof;
- (ii) To the Holders of the Series F-1 Bonds, all right, title and interest of the Issuer in and to amounts on deposit in the Series F-1 Bond Proceeds Fund Account to be funded at closing in an amount equal to the principal amount of the Series F-1 Bonds;
- (iii) To the Holders of the Series F-2 Bonds, all right, title and interest of the Issuer in and to amounts on deposit in the Series F-2 Bond Proceeds Fund Account (except the Remarketing Proceeds Account) to be funded at closing in an amount equal to the principal amount of the Series F-2 Bonds;
- (iv) To the Holders of the Series F-1 Bonds, all right, title and interest of the Issuer in and to amounts on deposit in the Series F-1 Collateral Fund Account, Series F-1 Revenue Fund Account and the Series F-1 Negative Arbitrage Subaccount;
- (v) To the Holders of the Series F-2 Bonds, all right, title and interest of the Issuer in and to amounts on deposit in the Series F-2 Collateral Fund Account, the Series F-2 Revenue Fund Account and the Series F-2 Negative Arbitrage Subaccount;
- (vi) Solely with respect to the Series F-1 Bonds, the MBS, if issued by Fannie Mae and acquired by the Trustee, and all MBS Revenues;
- (vii) All right, title and interest of the Issuer now owned or hereafter acquired in, to and under the Financing Agreement, except Reserved Rights (as hereinafter defined); and
- (viii) All other property which by the express provisions of the Indenture is required to be subject to the lien of the Indenture, and any additional property that from time to time, by delivery or by writing of any kind, subjected to the lien of the Indenture, by the Issuer or by anyone on its behalf and the Trustee is authorized by the Indenture to receive the same at any time as additional security under the Indenture; provided, however, that the Trust Estate shall not include amounts on deposit in the Rebate Fund or Issuer Fees and Expenses or Extraordinary Issuer Fees and Expenses.

The foregoing pledge is made upon the terms and trusts set forth in the Indenture for the equal and proportionate benefit, security and protection of the registered owners from time to time of any of the Bonds authenticated and delivered under the Indenture and issued by the Issuer and Outstanding, without preference, priority or distinction as to lien, or otherwise of any one Bond over any other Bond by reason of priority in the issue, sale or negotiation thereof, or of any other cause, and for the benefit of Fannie Mae as in provided in the Indenture.

Prior to the delivery of the MBS with respect to the Series F-1 Bonds, and at all times with respect to the Series F-2 Bonds, the Bonds will be secured by the deposit with the Trustee of the proceeds received from the sale of the Bonds and other Eligible Funds held under the Indenture by the Trustee in an aggregate amount equal to the outstanding principal amount of the Bonds. The Trustee will use Eligible Funds held under the Indenture along with interest earnings thereon to (a) pay principal, premium, if any, and interest on the Bonds when due, and (b) acquire, if and when issued, the MBS, upon satisfaction of the conditions set forth in the Indenture and the DUS Lender Commitment.

It is anticipated that if the conditions to the issuance of the MBS are satisfied, the MBS will be available for acquisition by the Trustee on or before the MBS Delivery Date Deadline, as such date may be extended as provided in the Indenture. Following the delivery of the MBS to the Trustee, if delivered, payments of principal of and interest on the Series F-1 Bonds will be payable from pass-through payments received by the Trustee on the MBS.

If the MBS is not acquired by the Trustee prior to the MBS Delivery Date Deadline (as such date may be extended pursuant to the Indenture), the Series F-1 Bonds will be redeemed from Eligible Funds held under the Indenture as set forth in Appendix C hereto.

Except with respect to the Series F-1 Revenue Fund Account following the MBS Delivery Date, amounts on deposit in the Bond Proceeds Fund, the Collateral Fund, and the Revenue Fund shall at all times be invested in Eligible Investments.

PRIVATE PARTICIPANTS

The following information concerning the private participants has been provided by representatives of the private participants and has not been independently confirmed or verified by either the Underwriter or the Issuer. No representation is made herein as to the accuracy or adequacy of such information or as to the absence of material adverse changes in such information subsequent to the date hereof.

The Borrower

The Borrower is Allied 1510 Parkmoor, L.P., a California limited partnership. The Borrower is a single-purpose entity formed to acquire, construct and operate the Project. The Borrower's managing general partner is Allied 1510 Parkmoor LLC, a California limited liability company (the "Managing General Partner"), which will have a 0.01% ownership interest in the Borrower. Wincopin Circle LLLP, a Maryland limited liability limited partnership (the "Investor Limited Partner"), will own a 99.99% interest in the Borrower.

The Borrower has not acquired and does not intend to acquire any substantial assets or engage in any substantial business activities other than those related to the Project. However, affiliates of the Borrower may engage in the acquisition, development, ownership and management of other similar types of projects that may be competitive with the Project.

The Developer

The developer is Adobe Housing Development, a California nonprofit public benefit corporation (the "Developer"). The Developer was formed in 1968 and has 55 years of experience in affordable housing development. The Developer has developed 548 units in California.

The Investor Limited Partner

Simultaneously with the issuance of the Bonds, the Borrower expects the Managing General Partner and the Investor Limited Partner to enter into an amended and restated agreement of limited partnership of the Borrower pursuant to which the Investor Limited Partner will acquire a 99.99% ownership interest in the Borrower. Pursuant to the offer, the equity funding arrangements for the funding of the tax credit equity are expected to be in the total amount set forth under "THE PROJECT — Plan of Financing" herein paid in stages during and after rehabilitation of the Project. These funding levels and the timing of the funding are subject to numerous adjustments and conditions which could result in the amounts funded and/or the timing or even occurrence of the funding varying significantly from the estimates set forth herein and neither the Issuer nor the Underwriter makes any representation as to the availability of such funds.

Limited Assets and Obligation of Borrower, Managing General Partner and Investor Limited Partner

The Borrower and the Managing General Partner have no substantial assets other than the Project and do not intend to acquire any other substantial assets or to engage in any substantial business activities other than those related to the ownership of the Project. However, the Managing General Partner, the Investor Limited Partner, and their affiliates are engaged in and will continue to engage in the acquisition, development, ownership and management of similar types of housing projects. They may be financially interested in, as officers, partners or otherwise, and devote substantial times to, business and activities that may be inconsistent or competitive with the interests of the Project.

The obligations and liabilities of the Borrower under the Financing Agreement and the Note are of a non-recourse nature and are limited to the Project and moneys derived from the operation of the Project. Neither the Borrower nor its partners have any personal liability for payments on the Note to be applied to pay the principal of and interest on the Bonds. Furthermore, no representation is made that the Borrower has substantial funds available

for the Project. Accordingly, neither the Borrower's financial statements nor those of its partners are included in this Official Statement.

The Architect

The architect for the Project is HKIT Architects (the "Architect"). The Architect is not an affiliate of the Developer. The Architect has been a licensed architect for 75 years and has been the principal architect for approximately 1,000 multifamily developments with an excess of 10,000 units throughout [list applicable states].

The General Contractor

The general contractor for the Project will be Branagh Inc. (the "General Contractor"). The General Contractor is not an affiliate of the Developer. The General Contractor and its affiliated construction companies have been constructing and rehabilitating multifamily rental housing developments since 1917 and have constructed over 500 units.

The Property Manager

The Project will be managed by John Stewart Company or its affiliates (collectively, the "Property Manager"). The Property Manager is not an affiliate of the Developer. The Property Manager has been involved in the management of apartment complexes since 1978. The Property Manager currently manages more than 7420 apartment complexes comprising a total of approximately 34,650 units throughout the United States. The Property Manager was formed in 1978 and currently has a staff of 231 corporate personnel and 1,266 site employees.

The DUS Lender

Capital One, National Association, a national banking association (the "DUS Lender"), will, upon satisfaction of certain conditions precedent, make the Permanent Loan to the Borrower. The Lender is a mortgage banking firm specializing in FHA-insured construction and permanent mortgage loans, Fannie Mae forward commitments and permanent mortgage loans, and both Fannie Mae and FHA bond credit enhancements for multifamily and seniors housing projects across the United States. The Lender has been approved by HUD as an eligible issuer and servicer of loans guaranteed by GNMA. To be approved by GNMA to issue GNMA guaranteed certificates with respect to long-term mortgages on multifamily projects, the Lender is required to have a net worth (based on audited financial statements) equal to at least \$500,000 plus 0.2% of any securities outstanding in excess of \$35 million.

THE PROJECT

The following information concerning the Project has been provided by representatives of the Borrower and has not been independently confirmed or verified by either the Underwriter or the Issuer. No representation is made herein as to the accuracy or adequacy of such information or as to the absence of material adverse changes in such information subsequent to the date hereof.

The Project, known as Parkmoor Community Apartments, is located in San José, California, on a 1.62-acre site. The Project will contain approximately 81 (including two unrestricted manager's units) apartment units located in one building. Construction of the Project is anticipated to commence in November 2023 and be completed approximately 32 months later.

The airspace and the land of the Project will be subject to a ground lease and a condominium regime. The Project will be comprised of Unit A, as defined in the Parkmoor Declaration of Restrictions (the "Declaration") to be entered into with respect to the condominium regime that will include the residential units. The County of Santa Clara (the "County"), as ground lessor, will enter into: (i) a ground lease for the airspace and land situated within Unit A (as such term is defined in the Declaration) and within the Common Area (as such term is defined in the Declaration) appurtenant thereto with the Borrower, and (ii) a ground lease for the airspace and land situated within Unit H (as such term is defined in the Declaration) that will include a community facility and within the Common Area appurtenant

thereto with the Borrower, as ground lessee, and subleased from the Borrower to Allied 1510 Parkmoor Hub LLC, which ground lease shall be for the period of construction as described in the ground lease and which condominium shall be transferred back to the County, along with ownership of the improvements in the Hub Condominium (as such term is defined in the Declaration), upon completion of construction in accordance with the ground lease. During the term of the Project ground lease, the Borrower will own the fee estate of its respective improvements subject to the ground lease.

The building construction consists of one building, including 79 residential units and two (2) manager’s units with community space. Common area improvements will include: property management and service provider offices, a community room and exterior terrace recreational space. Site amenities include: laundry, housing lobby and bicycle parking and outdoor recreational space, such as playground areas for various ages of children and families, landscaped courtyards between buildings with picnic areas to grill out or have large gatherings, a community garden and walking paths to encourage outdoor physical activity. There are 34 total parking spaces for cars and 48 parking spaces for bicycles available for resident use, of which one parking space is exclusively available for resident use.

The anticipated unit mix of the Project is as follows:

| Unit Type | Average Square Feet | Number of Units |
|--------------------|---------------------|-----------------|
| Studio 1 bath | 376 | 20 |
| 1 bedroom 1 bath | 560 | 19 |
| 2 bedroom 1 bath | 850 | 22 |
| 3 bedroom 1.5 bath | 1,283 | <u>20</u> |
| TOTAL | | 81 |

Plan of Financing

The estimated sources and uses for the Project are projected to be approximately as follows:

| | |
|-------------------------------------|-----------------------------|
| Sources of Funds* | |
| Series 2023F-1 Bonds | \$2,150,000 |
| Series 2023 F-2 Bonds | 37,657,000 |
| Federal Tax Credit Equity | 34,356,000 |
| City Loan | 15,670,000 |
| City Loan (deferred interest) | 205,088 |
| County Loan | 20,000,000 |
| County Loan (deferred interest) | 349,862 |
| Deferred Developer Fee (GP equity) | 380,329 |
| Deferred Developer Fee | 719,771 |
| Investment Income | <u>4,049,300</u> |
| Total | <u>\$115,537,350</u> |
| Uses of Funds* | |
| Land/Acquisition | \$35,312 |
| Holding Costs | 271,875 |
| Construction Costs | 50,560,443 |
| Architect/Engineer/Third Party | 2,555,000 |
| Construction Interest & Fees | 11,742,397 |
| Legal & Consulting Costs | 392,000 |
| Reserves | 2,079,185 |
| Contingency | 3,443,993 |
| Other | 3,200,145 |
| Developer Fee | 3,600,000 |
| Payment of Series 2023F-2 Principal | <u>37,657,000</u> |

* Preliminary; subject to change.

Total

\$115,537,350

All costs of issuing the Bonds, including the Underwriter's fee, will be paid by the Borrower.

The Construction Loan. The Project will utilize a construction loan in the principal amount of \$80,050,426* (the "Construction Loan"). The obligation to repay the Construction Loan will be set forth in a promissory note (the "Construction Loan Note") from the Borrower to Capital One, National Association, a national banking association (the "Construction Lender") and will be repayable out of cash flow and other non-Project sources on the terms and conditions set forth therein. The Construction Loan Note will be secured by a mortgage against the Project. The Construction Loan Note will have a term of ___ months and will bear interest at a rate of ___ per annum, with principal and interest not otherwise paid, due at maturity. Proceeds of the Construction Loan will be disbursed from time to time by the Construction Lender to the Trustee for deposit into the Collateral Fund to allow for a corresponding amount of Bond proceeds to be disbursed to pay Project Costs.

The Permanent Loan and the Bonds. The Project will utilize a mortgage loan in the principal amount of \$2,150,000* (the "Permanent Loan") from Capital One, National Association, a national banking association, Fannie Mae's delegated underwriting and servicing lender with respect to the Permanent Loan (the "DUS Lender"), in its capacity as the DUS Lender. Upon satisfaction of the Conditions to Conversion, the DUS Lender will make the Permanent Loan to the Borrower, the proceeds of which will be used to pay off a portion of the Construction Loan. The obligation to repay the Permanent Loan will be set forth in a promissory note (the "Mortgage Note") from the Borrower to the DUS Lender, which Mortgage Note will have a term of not less than ___* months, will bear interest at a rate of ___* and will amortize over 35 years. The principal amount of the Bonds will be equal to the principal amount of the Permanent Loan. Following the MBS Delivery Date, payments on the Bonds will be payable by the Trustee from payments received by the Trustee pursuant to the MBS.

The Low Income Housing Tax Credit Proceeds. Prior to the issuance of the Bonds, the Borrower sold to the Investor Limited Partner a 99.99% ownership interest in the Borrower. Pursuant to the sale, the funding of the Federal Low Income Housing Tax Credit equity will total approximately \$34,356,000*, with an initial capital contribution of approximately \$2,820,628*. The funding levels and the timing of the funding are subject to numerous adjustments and conditions which could result in the amounts funded and/or the timing or even occurrence of the funding varying significantly from the projections set forth above and neither the Issuer nor the Underwriter makes any representation as to the availability of such funds.

The City Loan. The Project will also utilize a City of San José loan in the principal amount of \$15,670,000* (the "City Loan"). The obligation to repay the City Loan will be set forth in a promissory note (the "City Note") from the Borrower to the City of San José (the "City Lender") and will be repayable out of cash flow and other non-Project sources on the terms and conditions set forth therein. The City Note will be secured by a subordinate mortgage against the Project subordinate to the Permanent Loan. The City Note will have a term of 55 years and will bear interest at a rate of 4.00*% per annum during the construction period, decreasing to 1.00*% per annum in years 1 through 17 following permanent loan conversion, and thereafter increasing to 4.00*% per annum, with annual principal and interest not otherwise paid, due at maturity.

The County Loan. The Project will also utilize a County of Santa Clara loan in the principal amount of \$20,000,000* (the "County Loan"). The obligation to repay the County Loan will be set forth in a promissory note (the "County Note") from the Borrower to Santa Clara County (the "County Lender") and will be repayable out of cash flow and other non-Project sources on the terms and conditions set forth therein. The County Note will be secured by a subordinate mortgage against the Project subordinate to the Permanent Loan. The County Note will have a term of 55 years and will bear interest at a rate of 4.00*% per annum during the construction period, decreasing to 1.00*% per annum in years 1 through 17 following permanent loan conversion, and thereafter increasing to 4.00*% per annum, with annual principal and interest not otherwise paid, due at maturity.

Deferred Developer Fee. The Project will also utilize deferred developer fee in the approximate amount of \$719,771* as a source of funding. The deferred developer fee will be repaid through surplus cash flow received from the operations of the Project.

The sources and uses of funds to be applied under the Indenture are projected to be approximately as follows:

| | |
|----------------------------|-----------------|
| Sources of Funds*: | |
| 2023F-1 Bond Proceeds | \$2,150,000 |
| 2023F-2 Bond Proceeds | 37,657,000 |
| Eligible Funds | _____ |
| Total | \$ _____ |
| | |
| Uses of Funds*: | |
| Project Fund | \$ _____ |
| Negative Arbitrage Account | _____ |
| Total | \$ _____ |

Project Regulation

The Borrower intends to construct and operate the Project as a qualified residential rental project in accordance with the provisions of Section 142(d) of the Code. Concurrently with the issuance of the Bonds, the Borrower, the Issuer and the Trustee will enter into the Regulatory Agreement. Under the Regulatory Agreement, the Borrower will agree that, at all times during the Qualified Project Period, and, if later, until the date 55 years after the date on which at least 50% of the units in the Project are first occupied or such later date as the Qualified Project Period shall begin, the Borrower will rent at least 40% of the units in the Project to persons whose adjusted family income (determined in accordance with the provisions of the Code) is less than 60% of the median area income (adjusted for family size). The Qualified Project Period commences on the later of the Closing Date or the first day on which at least 10% of the units are occupied and continues until the latest of (a) the date which is fifteen (15) years after the later of the Closing Date or the date on which at least ten percent (10%) of the units in the Project are first occupied, (b) the first date on which no tax-exempt private activity bonds with respect to the Project are outstanding, or (c) the date on which any assistance provided with respect to the Project under Section 8 of the National Housing Act terminates. The failure of the Borrower to comply with the Regulatory Agreement could cause interest on the Bonds to be included in gross income for federal income tax purposes. See APPENDIX E — SUMMARY OF CERTAIN PROVISIONS OF THE REGULATORY AGREEMENT.

The Project will also be encumbered by an Extended Use Agreement required by Section 42 of the Code relating to tax credits, which will (a) restrict the income levels of 100% of the units in the Project to amounts not greater than 60% of the area median income adjusted for family size, and (b) restrict the rents which may be charged to the tenants for occupancy of units in the Project to not more than 30% of 60% of area median income, adjusted for family size.

The Project will also be encumbered by a Density Bonus Agreement between [_____] and the Borrower that will provide that [borrower counsel to provide a brief description], as well as [City Regulatory Agreement] between [_____] and Borrower that will provide that [borrower counsel to provide a brief description].

The Project is expected to benefit from a property tax exemption pursuant to [borrower counsel to provide a brief description]

HAP Contract

The Borrower will receive the benefit of a Section 8 Housing Assistance Payment Contract (the “HAP Contract”) covering 41 of the 81 units at the Project.

Funding under the HAP Contract is subject to annual Congressional appropriations, as more particularly described below. The Section 8 project-based housing assistance payment program (the “Section 8 Program”) is authorized by Section 8 of the United States Housing Act of 1937, as amended, and in the case of Section 8 contracts is administered by contract administrators selected by HUD. The Section 8 Program authorizes housing assistance payments to owners of qualified housing for the benefit of low-income families (defined generally as families whose incomes do not exceed 80% of the area median income for the area as determined by HUD), and very low-income

families (defined generally as families whose income do not exceed 50% of the AMI as determined by HUD). Section 8 housing assistance payments generally represent the difference between the “contract rent” for the unit approved by HUD and the eligible tenant’s contribution, which is generally 30% of income, as adjusted for family size and certain expenses, subject to a minimum rent contribution. The rents approved by HUD for the Project, as they may be adjusted from time to time with procedures set forth in the HAP Contract, are the “contract rents” for the Project. The HAP Contract will require the Borrower to maintain the Project in decent, safe and sanitary condition and to comply with other statutory and regulatory requirements governing the operation of the Project, use of project funds, and other matters. If the Borrower fails to comply with the terms of the HAP Contract, HUD or the contract administrator could seek to abate or terminate the payments under the HAP Contract, or take other sanctions. Funding for HAP contracts is appropriated by Congress on an annual basis, and there is no assurance that adequate funding will be appropriated each year during the term of the HAP Contract. Since payments received under the HAP Contract constitute a primary source of revenues for the Project, the expiration of the HAP Contract, or the failure of Congress to appropriate funds sufficient to fund the HAP Contract during each year of its term, would have a material adverse effect on the ability of the Project to generate revenues sufficient to pay the principal of and interest of the Loan.

CERTAIN BONDHOLDERS’ RISKS

The purchase of the Bonds will involve a number of risks. The following is a summary, which does not purport to be comprehensive or definitive, of some of such risk factors.

Limited Security; Investment of Funds

The Bonds are special limited obligations of the Issuer payable solely from the Trust Estate, which includes certain funds pledged to and held by the Trustee pursuant to the Indenture.

The Bonds are offered solely on the basis of the amounts pledged to and held by the Trustee under the Indenture, together with investment earnings thereon, and, with respect to the Series F-1 Bonds, the MBS, and are not offered on the basis of the credit of the Borrower, the feasibility of the Project or any other security. As a consequence, limited information about the Project and no information about the financial condition or results of operations of the Borrower is included in this Official Statement. The Bonds are offered only to investors who, in making their investment decision, rely solely on the amounts held under the Indenture, together with investment earnings thereon, and not on the credit of the Borrower, the feasibility of the Project or any other security.

The principal of and interest on the Bonds are payable from and secured by certain revenues and funds pledged thereto under the Indenture, together with investment earnings thereon and, with respect to the Series F-1 Bonds, following the MBS Delivery Date, from payments on the MBS. On the date of delivery of the Bonds, an amount equal to the principal amount of the Bonds is to be deposited into the Bond Proceeds Fund. The Trustee is required to invest amounts held in the Bond Proceeds Fund, the Collateral Fund and the Revenue Fund in Eligible Investments, as defined in the Indenture. See “APPENDIX C — SUMMARY OF CERTAIN PROVISIONS OF THE INDENTURE — Investment of Funds.” Failure to receive a return of the amounts so invested could affect the ability to pay the principal of and interest on the Bonds.

No Acceleration or Early Redemption Upon Loss of Tax Exemption on the Bonds

The Borrower will covenant and agree, pursuant to a Regulatory Agreement and Declaration of Restrictive Covenants by and between the Issuer and the Borrower (the “Regulatory Agreement”), to comply with the provisions of the Code relating to the exclusion from gross income for federal income tax purposes of the interest payable on the Bonds. In particular, the Borrower is required to rent at least [forty percent (40%)] of the Project apartment units to certain qualified tenants whose income does not exceed [sixty percent (60%)] of the area average median income where the Project is located. The Borrower’s failure to comply with such provisions will not constitute a default under the Bonds and will not give rise to a redemption or acceleration of the Bonds and is not the basis for an increase in the rate of interest payable on the Bonds. Furthermore, the Borrower’s failure to comply with the Regulatory Agreement will not give rise to a prepayment or acceleration of amounts due under the MBS or the Mortgage, unless directed by Fannie Mae in its sole discretion. Consequently, interest on the Bonds may become includable in gross income for purposes of federal income taxation retroactive to the date of issuance of the Bonds by reason of the Borrower’s failure to comply with the requirements of federal tax law. In such event, a Bondholder could exercise its option to exchange

its Series F-1 Bond for the MBS as described above under the heading “Optional Exchange of Series F-1 Bonds for MBS,” but will have lost the value of the tax-exemption.

Payments on Series F-1 Bonds Prior to MBS Delivery Date

Prior to the MBS Delivery Date, payment of principal and interest, and the Borrower’s obligations with respect to principal and interest on the Series F-1 Bonds, will be primarily secured by and payable from Series F-1 Bond proceeds held in the Series F-1 Bond Proceeds Fund Account and moneys deposited into the Series F-1 Collateral Fund Account, the Series F-1 Revenue Fund Account and the Series F-1 Negative Arbitrage Subaccount. Although the Borrower will execute the Series F-1 Bond Loan Note to evidence its obligation to repay the loan evidenced thereby, it is not expected, prior to the MBS Delivery date, that any revenues from the Project or other amounts, except moneys on deposit in the Series F-1 Bond Proceeds Fund Account, the Series F-1 Collateral Fund Account and the Series F-1 Revenue Fund Account, will be available to satisfy that obligation. The Indenture requires the Trustee to verify, before any disbursement of funds from the Series F-1 Bond Proceeds Fund Account, that the sum of the funds on deposit in the Series F-1 Bond Proceeds Fund Account and the Series F-1 Collateral Fund Account is at least equal to the then-outstanding principal amount of the Series F-1 Bonds. Prior to the MBS Delivery Date, it is expected that moneys on deposit in the Series F-1 Bond Proceeds Fund Account and the Series F-1 Negative Arbitrage Subaccount, and the interest earnings thereon will be sufficient to pay the debt service on the Series F-1 Bonds.

Failure to Satisfy Conditions to Conversion

The Borrower is required to satisfy, prior to the Termination Date, the Conditions to Conversion set forth in the DUS Lender Commitment. If the Borrower fails to satisfy the Conditions to Conversion, the MBS will not be delivered, resulting in the mandatory redemption of the Bonds pursuant to the Indenture. See “DESCRIPTION OF THE BONDS – Redemption of Bonds” herein.

Mandatory Redemption of Bonds Prior to Maturity

Pursuant to the Indenture, under certain circumstances, the Bonds may be subject to mandatory redemption prior to maturity. Please see “DESCRIPTION OF THE BONDS – Mandatory Redemption of Bonds” herein and Appendix C hereto.

Eligible Investments

Proceeds of the Bonds deposited into the Bond Proceeds Fund and Eligible Funds received by the Trustee for deposit into the Collateral Fund are required to be invested in Eligible Investments. See “APPENDIX B — DEFINITIONS OF CERTAIN TERMS” hereto for the definition of Eligible Investments. There can be no assurance that there will not be a loss resulting from any investment held for the credit of the Bond Proceeds Fund or the Collateral Fund, and any failure to receive a return of the amounts so invested could affect the ability to pay the principal of and interest on the Bonds.

Rating Based on Eligible Investments and MBS

Prior to the MBS Delivery Date with respect to the Series F-1 Bonds and at all times with respect to the Series F-2 Bonds, the rating on the Bonds is based on the investment in Eligible Investments of amounts on deposit in the Bond Proceeds Fund and the Collateral Fund. If one or more of such investments fail to meet the rating standards for Eligible Investments after their acquisition and prior to maturity, such a change may result in a downgrade or withdrawal of the rating on the Bonds. Following the MBS Delivery Date, the rating on the Series F-1 Bonds will be based on the credit rating of Fannie Mae. If any event occurs that causes an adverse change to the credit rating of Fannie Mae, such a change may result in a downgrade or withdrawal of the rating on the Series F-1 Bonds.

Series F-1 Bonds — Repayment of Permanent Loan

The ability of the Borrower to pay the Permanent Loan is dependent on the revenues derived from the Project. Due to the inherent uncertainty of future events and conditions, no assurance can be given that revenues generated by the Project will be sufficient to pay expenses of the Project, including without limitation, debt service on the Permanent Loan, operating expenses, servicing fees, fees due to Fannie Mae, Trustee fees, and fees owed to the Issuer. The ability of the Project to generate sufficient revenues may be affected by a variety of factors including, but not limited to, completion of repairs to such Project, the maintenance of a sufficient level of occupancy, the ability to achieve increases in rents, limitations and requirements imposed by the Regulatory Agreement and other restrictive covenants, the level of operating expenses, project management, adverse changes in applicable laws and regulations, general economic conditions and other factors in the surrounding market area for the Project. The Borrower intends to rent all of the units in the Project to persons or families of low income and the amount of rent that may be charged for such units may be materially less than market rates. In addition to these factors, other adverse events may occur from time to time which may have a negative impact on the occupancy level and rental income of the Project.

Failure of the Borrower to make payments when due under the Permanent Loan will result in an event of default under the Permanent Loan and the Financing Agreement and may result in a mandatory prepayment of all or a portion of the Series F-1 Bonds. The Permanent Loan will not be accelerated unless directed by Fannie Mae in its sole discretion in which case the Series F-1 Bonds will remain outstanding and will remain secured by the MBS guaranteed as to timely payment of principal and interest by Fannie Mae. See “SECURITY FOR AND SOURCES OF PAYMENT FOR THE BONDS” herein. If Fannie Mae accelerates the Permanent Loan as a result of any event of default under the Permanent Loan, the Permanent Loan will be paid in full, and the stated principal balance of the MBS will be passed through to the holder of the MBS. In this case, no yield maintenance or other prepayment premiums will be payable to the Trustee as holder of the MBS.

The Permanent Loan is a non-recourse obligation of the Borrower with respect to which neither the Borrower nor its partners have personal liability, other than standard non-recourse carveouts, and as to which the Borrower and its partners have not pledged for the benefit of the DUS Lender any of their respective assets, other than the Project and its rents, profits and proceeds.

Series F-1 Bonds are Pass-Through Bonds; Interest Payment Lag

As described elsewhere herein, following the MBS Delivery Date, the Series F-1 Bonds are pass-through securities designed to pass through to registered owners of the Series F-1 Bonds principal and interest payments on the MBS one Business Day after receipt by the Trustee of such payments on the MBS. Interest payments on the Series F-1 Bonds will equal interest accrued on the Bonds during the prior calendar month and shall be made from interest payments received by the Trustee on the MBS, which payments on the MBS shall be the 25th day of each month, or the next Business Day if the 25th is not a Business Day.

Although interest accrues on the MBS during a calendar month, the Trustee will not receive such payment on the MBS until the 25th day in the following calendar month, or the next succeeding Business Day if such day is not a Business Day. In addition, the Series F-1 Bonds mature on the Bond Maturity Date; however, the final principal payment on the MBS will occur on the 25th day of the month in which the Bond Maturity Date occurs (or the succeeding Business Day if such day is not a Business Day) and such payment will be passed through to Bondholders on the following Business Day after receipt by the Trustee. Because of these delays, the effective yield on the Series F-1 Bonds will be lower than the Pass-Through Rate on the MBS and the stated interest rate on the Series F-1 Bonds.

Series F-1 Bonds — Pass-Through Certificate

If the MBS is issued by Fannie Mae and acquired by the Trustee as collateral for the Series F-1 Bonds, Fannie Mae’s obligations will be solely as provided in the MBS and in the Fannie Mae MBS Prospectus and the related form of Prospectus Supplement for MBS Certificate. The obligations of Fannie Mae under the MBS will be obligations solely of Fannie Mae, a federally chartered corporation, and will not be backed by the full faith and credit of the United States of America. The Series F-1 Bonds are not and will not be a debt of the United States of America or any other agency or instrumentality of the United States of America or of Fannie Mae. The Series F-1 Bonds are not and will not be guaranteed by the full faith and credit of Fannie Mae or the United States of America.

It is possible, in the event of the insolvency of Fannie Mae, or the occurrence of some other event precluding Fannie Mae from honoring its obligations to make payments as stated in the MBS, if issued, that the financial resources of the Borrower will be the only source of payment on the Series F-1 Bonds. There can be no assurance that the financial resources of the Borrower will be sufficient to pay the principal of, premium if any, and interest on the Series F-1 Bonds in such event. See “SECURITY FOR AND SOURCES OF PAYMENT FOR THE BONDS” herein.

Performance of the Project and Estimated Rental Revenue Vacancies

The economic feasibility of the Project depends in large part upon the Project’s being substantially occupied as rentals adequate to maintain substantial occupancy throughout the term of the Bonds at sufficient rents and to cover all operating expenses of the Project and debt service on the Permanent Loan. Although representatives of the Borrower believe, based on surveys of the area where the Project is located, that a substantial number of persons currently need housing facilities such as the Project, occupancy of the Project may be affected by competition from existing housing facilities or from housing facilities which may be constructed in the area served by the Project. While the Borrower believes the Project is needed, there may be difficulties in keeping it substantially occupied. Furthermore, no assurance can be given that the low-income tenants are able to afford the rental rates of the Project, notwithstanding the below-market rental rates. Restrictions imposed under the Code and related regulations, the Regulatory Agreement and other restrictive covenants, relating to tenant income and the rent that can be charged could have an adverse effect on the Borrower’s ability to satisfy its obligations under the Financing Agreement, especially if operating expenses should increase beyond what was anticipated.

Limited Liability of Issuer

Notwithstanding anything in the Indenture or in the Bonds, the Issuer shall not be required to advance any money derived from any source other than, with respect to the Series F-1 Bonds, the MBS Revenues, and with respect to all Bonds, other assets pledged under the Indenture for any of the purposes of the Indenture.

No agreements or provisions contained in the Indenture, nor any agreement, covenant or undertaking by the Issuer contained in any document executed by the Issuer in connection with the Project, or the issuance, sale and delivery of the Bonds shall give rise to any pecuniary liability of the Issuer or a charge against its general credit, or shall obligate the Issuer financially in any way except from, with respect to the Series F-1 Bonds, the application of MBS Revenues, and with respect to all Bonds, proceeds pledged to the payment of the Bonds and the proceeds of the Bonds. No failure of the Issuer to comply with any term, condition, covenant or agreement in the Indenture or in any document executed by the Issuer in connection with the Project, or the issuance, sale and delivery of the Bonds shall subject the Issuer to liability for any claim for damages, costs or other financial and pecuniary charge except to the extent that the same can be paid from the Financing Agreement or, with respect to the Series F-1 Bonds, the MBS Revenues and with respect to all Bonds, other assets pledged to the payment of the Bonds or the proceeds of the Bonds.

Secondary Markets and Prices

No representation is made concerning the existence of any secondary market for the Bonds. The Underwriter will not be obligated to repurchase any of the Bonds, nor can any assurance be given that any secondary market will develop following the completion of the offering of the Bonds. Further, there can be no assurance that the initial offering prices for the Bonds will continue for any period of time. Furthermore, the Bonds should be purchased for their projected returns only and not for any resale potential, which may or may not exist.

Future Legislation; IRS Examination

The Project, its operation and the treatment of interest on the Bonds are subject to various laws, rules and regulations adopted by the local, State and federal governments and their agencies. There can be no assurance that relevant local, State or federal laws, rules and regulations will not be amended or modified or interpreted in the future in a manner that could adversely affect the Bonds, the Trust Estate created under the Indenture, the Project, or the financial condition of or ability of the Borrower to comply with its obligations under the various transaction documents.

In recent years, the Internal Revenue Service (the “IRS”) has increased the frequency and scope of its examination and other enforcement activity regarding tax exempt bonds. Currently, the primary penalty available to the IRS under the Code is a determination that interest on bonds is subject to federal income taxation. Such event could occur for a variety of reasons, including, without limitation, failure to comply with certain requirements imposed by the Code relating to investment restrictions, periodic payments of arbitrage profits to the United States of America, the timely and proper use of Bond proceeds and the facilities financed therewith and certain other matters. See “TAX MATTERS” herein. No assurance can be given that the IRS will not examine the Issuer, the Borrower, the Project or the Bonds. If the Bonds are examined, it may have an adverse impact on their price and marketability.

Potential Impact of Pandemics or Public Health Crises

The spread of the strain of a virus and resulting disease could alter the behavior of businesses and people in a manner that could have negative effects on global, state and local economies. There can be no assurances that the spread of a pandemic would not materially impact both local and national economies and, accordingly, have a materially adverse impact on the Project’s operating and financial viability. The effects of a pandemic could include, among other things, an increase in the time necessary to complete the construction and/or rehabilitation of the Project, suspension or delay of site inspections and other on-site meetings, interruption in the engagement of material participants in the Project, increase in the time necessary to conduct lease-up at the Project, and increased delinquencies and/or vacancies, all of which could impact the Borrower’s ability to make payments on the loans and result in a default and acceleration thereof.

Limitation of Remedies

Remedies available under the Indenture, the Financing Agreement, and the Regulatory Agreement are limited in certain respects. See “ENFORCEABILITY OF REMEDIES” herein.

Summary

The foregoing is intended only as a summary of certain risk factors attendant to an investment in the Bonds. In order for potential investors to identify risk factors and make an informed investment decision, potential investors should be thoroughly familiar with this entire Official Statement and the Appendices hereto.

CO-FINANCIAL ADVISORS

Ross Financial and PFM Financial Advisors LLC (collectively, the “Co-Financial Advisors”) have served as co-financial advisors to the Issuer for purposes of assisting the Issuer with the development and implementation of the bond program in connection with the Bonds. The Co-Financial Advisors have not been engaged by the Issuer to compile, create or interpret any information in this Official Statement relating to the Issuer, including (without limitation) any of the Issuer’s financial and operating data, whether historical or projected. Any information contained in this Official Statement concerning the Issuer, any of its affiliates or contractors and any outside parties has not been independently verified by the Co-Financial Advisors, and inclusion of such information is not and should not be construed as a representation by the Co-Financial Advisors as to its accuracy or completeness or otherwise. The Co-Financial Advisors are not a public accounting firm and have not been engaged by the Issuer to review or audit any information in this Official Statement in accordance with accounting standards.

The Co-Financial Advisors do not assume any responsibility for the covenants and representations contained in any of the legal documents with respect to the federal income tax status of the Bonds, or the possible impact of any present, pending or future actions taken by any legislative or judicial bodies.

TAX MATTERS

In the opinion of Stradling Yocca Carlson & Rauth, a Professional Corporation, Newport Beach, California, Bond Counsel, under existing statutes, regulations, rulings and judicial decisions, and assuming certain representations and compliance with certain covenants and requirements described herein, interest (and original issue discount) on the Bonds is excluded from gross income for federal income tax purposes, except for interest (and original issue discount) on the Bonds for any period during which such Bonds are held by a “substantial user” of the property

financed with the proceeds of the Bonds or a “related person,” as such terms are used in Section 147(a) of the Code. Interest (and original issue discount) on the Bonds is not an item of tax preference for purposes of calculating the federal alternative minimum tax imposed on individuals. However, it should be noted that for tax years beginning after December 31, 2022, with respect to applicable corporations as defined in Section 59(k) of the Internal Revenue Code of 1986, as amended (the “Code”), generally certain corporations with more than \$1,000,000,000 of average annual adjusted financial statement income, interest (and original issue discount) with respect to the Bonds might be taken into account in determining adjusted financial statement income for purposes of computing the alternative minimum tax imposed by Section 55 of the Code on such corporations. In the further opinion of Bond Counsel, interest (and original issue discount) on the Bonds is exempt from State of California personal income tax.

The excess of the stated redemption price at maturity of a Bond over the issue price of a Bond (the first price at which a substantial amount of the Bonds of a maturity is to be sold to the public) constitutes original issue discount. Original issue discount accrues under a constant yield method, and original issue discount will accrue to a Bond Owner before receipt of cash attributable to such excludable income. The amount of original issue discount deemed received by the Bond Owner will increase the Bond Owner’s basis in the applicable Bond.

Bond Counsel’s opinion as to the exclusion from gross income of interest (and original issue discount) on the Bonds is based upon certain representations of fact and certifications made by the City and others and is subject to the condition that the City complies with all requirements of the Code, that must be satisfied subsequent to the issuance of the Bonds to assure that interest (and original issue discount) on the Bonds will not become includable in gross income for federal income tax purposes. Failure to comply with such requirements of the Code might cause the interest (and original issue discount) on the Bonds to be included in gross income for federal income tax purposes retroactive to the date of issuance of the Bonds. The City has covenanted to comply with all such requirements.

The amount by which a Bond Owner’s original basis for determining loss on sale or exchange in the applicable Bond (generally, the purchase price) exceeds the amount payable on maturity (or on an earlier call date) constitutes amortizable bond premium, which must be amortized under Section 171 of the Code; such amortizable Bond premium reduces the Bond Owner’s basis in the applicable Bond (and the amount of tax-exempt interest received), and is not deductible for federal income tax purposes. The basis reduction as a result of the amortization of Bond premium may result in a Bond Owner realizing a taxable gain when a Bond is sold by the Owner for an amount equal to or less (under certain circumstances) than the original cost of the Bond to the Owner. Purchasers of the Bonds should consult their own tax advisors as to the treatment, computation and collateral consequences of amortizable Bond premium.

The Internal Revenue Service (the “IRS”) has initiated an expanded program for the auditing of tax-exempt bond issues, including both random and targeted audits. It is possible that the Bonds will be selected for audit by the IRS. It is also possible that the market value of the Bonds might be affected as a result of such an audit of the Bonds (or by an audit of similar Bonds). No assurance can be given that in the course of an audit, as a result of an audit, or otherwise, Congress or the IRS might not change the Code (or interpretation thereof) subsequent to the issuance of the Bonds to the extent that it adversely affects the exclusion from gross income of interest (and original issue discount) on the Bonds or their market value.

SUBSEQUENT TO THE ISSUANCE OF THE BONDS THERE MIGHT BE FEDERAL, STATE, OR LOCAL STATUTORY CHANGES (OR JUDICIAL OR REGULATORY CHANGES TO OR INTERPRETATIONS OF FEDERAL, STATE, OR LOCAL LAW) THAT AFFECT THE FEDERAL, STATE, OR LOCAL TAX TREATMENT OF THE BONDS INCLUDING THE IMPOSITION OF ADDITIONAL FEDERAL INCOME OR STATE TAXES BEING IMPOSED ON OWNERS OF TAX-EXEMPT STATE OR LOCAL OBLIGATIONS, SUCH AS THE BONDS. THESE CHANGES COULD ADVERSELY AFFECT THE MARKET VALUE OR LIQUIDITY OF THE BONDS. NO ASSURANCE CAN BE GIVEN THAT SUBSEQUENT TO THE ISSUANCE OF THE BONDS STATUTORY CHANGES WILL NOT BE INTRODUCED OR ENACTED OR JUDICIAL OR REGULATORY INTERPRETATIONS WILL NOT OCCUR HAVING THE EFFECTS DESCRIBED ABOVE. BEFORE PURCHASING ANY OF THE BONDS, ALL POTENTIAL PURCHASERS SHOULD CONSULT THEIR TAX ADVISORS REGARDING POSSIBLE STATUTORY CHANGES OR JUDICIAL OR REGULATORY CHANGES OR INTERPRETATIONS, AND THEIR COLLATERAL TAX CONSEQUENCES RELATING TO THE BONDS.

Bond Counsel's opinions may be affected by actions taken (or not taken) or events occurring (or not occurring) after the date hereof. Bond Counsel has not undertaken to determine, or to inform any person, whether any such actions or events are taken or do occur. The authorizing resolutions and the Tax Certificate relating to the Bonds permit certain actions to be taken or to be omitted if a favorable opinion of Bond Counsel is provided with respect thereto. Bond Counsel expresses no opinion as to the effect on the exclusion from gross income of interest (and original issue discount) on the Bonds for federal income tax purposes with respect to any Bond if any such action is taken or omitted based upon the advice of counsel other than Stradling Yocca Carlson & Rauth, a Professional Corporation.

Although Bond Counsel has rendered an opinion that interest (and original issue discount) on the Bonds is excluded from gross income for federal income tax purposes provided that the City continues to comply with certain requirements of the Code, except for interest (and original issue discount) on the Bonds for any period during which such Bonds are held by a "substantial user" of the property financed with the proceeds of the Bonds or a "related person," as such terms are used in Section 147(a) of the Code, the ownership of the Bonds and the accrual or receipt of interest (and original issue discount) with respect to the Bonds may otherwise affect the tax liability of certain persons. Bond Counsel expresses no opinion regarding any such tax consequences. Accordingly, before purchasing any of the Bonds, all potential purchasers should consult their tax advisors with respect to collateral tax consequences relating to the Bonds.

A copy of the proposed form of opinion of Bond Counsel is attached hereto as Appendix I.

NO LITIGATION

The information set forth herein relating to the Issuer has been obtained from the Issuer. All other information herein has been obtained from the Borrower. Such information is not to be construed as a representation by the Underwriter.

The Issuer

Except as otherwise disclosed in the Preliminary Official Statement and the Official Statement, based on a review of the roster of litigation and claims maintained by the Office of the City Attorney, there is no proceeding or litigation of any nature now that has been served on the Issuer and is now pending or, to the knowledge of the Issuer, threatened in writing against the Issuer restraining or enjoining the issuance, sale, execution or delivery of the Bonds, or in any way contesting or affecting the validity of the Bonds or the Financing Documents to which the Issuer is a party, any proceedings of the Issuer taken with respect to the issuance or sale thereof, the pledge or application of any money or security provided for the payment of the Bonds, the existence or powers of the Issuer relating to the Bonds or the title of any officers of the Issuer to their respective positions.

The Borrower

There is no legal action, suit, proceeding, investigation or inquiry at law or in equity, before or by any court, agency, arbitrator, public board or body or other entity or person, pending or, to the best knowledge of the Borrower, threatened against or affecting the Borrower in its capacity as such, nor, to the knowledge of the Borrower, any basis therefor, (i) which would restrain or enjoin the issuance or delivery of the Bonds, the use of this Official Statement in the marketing of the Bonds or the collection of revenues pledged under or pursuant to the Indenture or (ii) which would in any way contest or affect the organization or existence of the Borrower or the entitlement of any officer of the Borrower to its position or (iii) which would contest or have a material and adverse effect upon (A) the due performance by the Borrower of the transactions contemplated by the Official Statement, (B) the validity or enforceability of the Bonds or any other agreement or instrument to which the Borrower is a party and that is used or contemplated for use in the consummation of the transactions contemplated hereby and thereby, (C) the exclusion from gross income for federal income tax purposes of the interest on the Bonds or (D) the financial condition or operations of the Borrower, (iv) which contests in any way the completeness or accuracy of the Official Statement or (v) which questions the power or authority of the Borrower to carry out the transactions on its part contemplated by the Official Statement, or the power of the Borrower to own or operate the Project. The Borrower is not subject to any judgment, decree or order entered in any lawsuit or proceeding brought against it that would have such an effect.

CERTAIN LEGAL MATTERS

The validity of the Bonds and certain other legal matters are subject to an approving opinion of Stradling Yocca Carlson & Rauth, Newport Beach, California, Bond Counsel to the Issuer. A complete copy of the proposed form of Bond Counsel opinion is contained in Appendix I hereto. Certain legal matters will be passed upon for the Borrower by its counsel, Miller Starr Regalia, Walnut Creek, California, and for the Underwriter by its counsel, Tiber Hudson LLC, Washington, D.C. Payment of the fees of certain counsel to the transaction is contingent upon the issuance and delivery of the Bonds as described herein.

UNDERWRITING

Stifel, Nicolaus & Company, Incorporated (the “Underwriter”), a “participating underwriter” as defined in 15c2-12 and an “underwriter” as defined in Section 2(a)(11) of the Securities Act of 1933, as amended, has entered into the Bond Purchase Agreement to purchase all of the Bonds, if any of the Bonds are to be purchased, at the price set forth on the cover hereof. The Bond Purchase Agreement provides that, as compensation for its services, the Underwriter will receive from the Borrower \$_____, plus \$_____ for certain fees and expenses related to the issuance of the Bonds (not including the fees and expenses of its counsel), plus an additional amount of \$_____ (the “Underwriter’s Advance”) for initial deposit established under the Indenture. The obligation of the Underwriter to pay for the Bonds is subject to certain terms and conditions set forth in the Bond Purchase Agreement. The Borrower has agreed to indemnify the Underwriter and the Issuer as to certain matters in connection with the Bonds. [The Borrower will reimburse the Underwriter for the Underwriter’s Advance on or before the Closing Date.]

The Underwriter may offer and sell the Bonds that it purchases to certain dealers including dealer banks and dealers depositing the Bonds into investment trusts and others at a price lower than the public offering price stated in the Term Sheet. The offering price of the Bonds may be changed from time to time by the Underwriter.

The Underwriter does not guarantee a secondary market for the Bonds and is not obligated to make any such market in the Bonds. No assurance can be made that such a market will develop or continue. Consequently, investors may not be able to resell Bonds should they need or wish to do so for emergency or other purposes.

The Underwriter and its affiliates are full-service financial institutions engaged in various activities, which may include securities trading, commercial and investment banking, financial advisory, investment management, principal investment, hedging, financing and brokerage activities. The Underwriter and its affiliates may have, from time to time, performed, and may in the future perform, various investment banking services either for the Issuer and/or the Borrower and affiliates thereof, for which they received or will receive customary fees and expenses. The Underwriter is not acting as financial advisor to the Issuer or the Borrower in connection with the offer and sale of the Bonds.

In the ordinary course of their various business activities, the Underwriter and its affiliates may make or hold a broad array of investments and actively trade debt and equity securities (or related derivative securities) and financial instruments (which may include bank loans and/or credit default swaps) for their own account and for the accounts of their customers and may at any time hold long and short positions in such securities and instruments. Such investment and securities activities may involve securities and instruments of the Issuer and/or the Borrower and affiliates thereof.

RATING

Moody’s Investors Service, Inc. (the “Rating Agency”) has assigned to the Bonds the rating set forth on the cover page hereof. An explanation of the significance of such rating may be obtained from the Rating Agency. The rating of the Bonds reflects only the views of the Rating Agency at the time such rating was given, and neither the Issuer nor the Borrower nor the Underwriter makes any representation as to the appropriateness of the rating. The rating is not a recommendation to buy, sell, or hold the Bonds. There is no assurance that such rating will continue for any given period of time or that it will not be revised downward or withdrawn entirely by the Rating Agency, if in its judgment, circumstances so warrant. Any such downward revision or withdrawal of the rating may have an adverse effect on the market price of the Bonds.

CONTINUING DISCLOSURE

The Borrower, as the only “obligated person” with respect to the Bonds, will enter into a Continuing Disclosure Agreement, dated as of October 1, 2023 (the “Continuing Disclosure Agreement”), with U.S. Bank Trust Company, National Association, acting as Dissemination Agent, pursuant to which the Borrower will agree to provide ongoing disclosure pursuant to the applicable requirements of Rule 15c2-12 of the United States Securities and Exchange Commission (the “Rule”). Financial statements will be provided at least annually to the Municipal Securities Rulemaking Board (the “MSRB”) and notices of certain events will be issued pursuant to the Rule. Information will be filed with the MSRB through its Electronic Municipal Market Access (“EMMA”) system, unless otherwise directed by the MSRB. A form of the Continuing Disclosure Agreement is attached hereto as Appendix G.

A failure by the Borrower to comply with the provisions of the Continuing Disclosure Agreement will not constitute a default under the Financing Agreement (although Bondholders will have any available remedy at law or in equity for obtaining necessary disclosures). Nevertheless, such a failure to comply is required to be reported in accordance with the Rule and must be considered by any broker, dealer or municipal securities dealer before recommending the purchase or sale of the Bonds in the secondary market. Consequently, such a failure may adversely affect the transferability and liquidity of the Bonds.

The Borrower has not previously been subject to the continuing disclosure requirements of the Rule.

THE TRUSTEE

The information under this heading has been provided solely by the Trustee and is believed to be reliable, but has not been verified independently by the Issuer or the Underwriter. No representation whatsoever as to the accuracy, adequacy or completeness of such information is made by the Borrower, the Issuer or the Underwriter.

The Issuer has appointed U.S. Bank Trust Company, National Association as Trustee under the Indenture. The Trustee is a national banking association, having all of the powers of a bank, including fiduciary powers, and is a member of the Federal Deposit Insurance Corporation and the Federal Reserve System.

The Trustee is to carry out such duties as are assigned to it under the Indenture, the Financing Agreement, and the other Financing Documents. 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 or for the recitals contained in the Indenture or the Bonds (except for the certificate of authentication on each Bond), or for the validity, sufficiency, or legal effect of any of such documents.

Furthermore, the Trustee has no oversight responsibility, and is not accountable, for the use or application of any of the Bonds authenticated or delivered pursuant to the Indenture or for the use or application of the proceeds of such Bonds. The Trustee has not evaluated the risks, benefits, or propriety of any investment in the Bonds and makes no representation, and has reached no conclusions, regarding the value or condition of any assets or revenues pledged or assigned as security for the Bonds, the technical or financial feasibility of the expected uses of proceeds of the Bonds or the investment quality of the Bonds, about all of which the Trustee expresses no opinion and expressly disclaims the expertise to evaluate.

ENFORCEABILITY OF REMEDIES

The remedies available to the Trustee, the Issuer and the Bondholders upon an Event of Default under the Indenture, the Financing Agreement or the Regulatory Agreement are in many respects dependent upon regulatory and judicial actions which are often subject to discretion and delay. Under existing law and judicial decisions, including specifically the Federal Bankruptcy Code, the remedies provided for under the Indenture, the Financing Agreement or the Regulatory Agreement may not be readily available or may be limited.

In addition, the Financing Agreement provides that the payment obligations of the Borrower contained therein (other than certain obligations to the Issuer and the Trustee) will be limited obligations payable solely from the income and assets of the Borrower, and that no member of the Borrower will have any personal liability for the

satisfaction of any payment obligation of the Borrower under such agreements or of any claim against the Borrower arising out of such agreements or the Indenture.

The various legal opinions to be delivered concurrently with the delivery of the Bonds will be qualified as to the enforceability of various legal instruments by limitations imposed by the valid exercise of the constitutional powers of the State and the United States of America and bankruptcy, reorganization, insolvency or other similar laws affecting the rights of creditors generally, and by general principles of equity (regardless of whether such enforceability is considered in a proceeding in equity or at law).

RELATIONSHIP AMONG PARTIES

In connection with the issuance of the Bonds, the Issuer, the Borrower, and the Underwriter are being represented by the attorneys or law firms identified herein. In other transactions not related to the Bonds, each of these attorneys or law firms may have acted as bond counsel or represented the Issuer, the Underwriter, the Borrower, or their affiliates, in capacities different from those described herein, and there will be no limitations imposed as a result of the issuance of the Bonds on the ability of any of those attorneys or firms to act as bond counsel or represent any of these parties in any future transactions. Potential purchasers of the Bonds should not assume that the Issuer, the Underwriter, the Borrower, or their respective counsel or Bond Counsel have not previously engaged in, or will not after the issuance of the Bonds engage in, other transactions with each other or with affiliates of any of them, and no assurance can be given that there are or will be no past or future relationships or transactions between or among any of these parties or these attorneys or law firms.

ADDITIONAL INFORMATION

Any 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 to be construed as a contract or agreement between the Issuer and the purchasers or holders of any of the Bonds.

This Official Statement has been deemed final in accordance with the Rule. The execution and delivery of this Official Statement has been duly authorized by the Borrower.

IN WITNESS WHEREOF, the foregoing Official Statement has been executed by the undersigned as of the date first written above.

ALLIED 1510 PARKMOOR, L.P.,
a California limited partnership

By: Allied 1510 Parkmoor LLC,
a California limited liability company,
its general partner

By: Abode Housing Development,
formerly known as Allied Housing, Inc.,
a California nonprofit public benefit corporation,
its sole member/manager

By: _____
Jonathan White
Chief Real Estate Officer

**APPENDIX A
FANNIE MAE MORTGAGE-BACKED SECURITIES PROGRAM**

*This summary of the Fannie Mae Mortgage Backed Securities Program, the Fannie Mae Certificates and the documents referred to herein has not been provided or approved by Fannie Mae, does not purport to be comprehensive and is qualified in its entirety by reference to the Fannie Mae MBS Prospectus (Multifamily Fixed-Rate Yield Maintenance) for Guaranteed Mortgage Pass-Through Certificates (the “Fannie Mae MBS Prospectus”) which will be available and can be found, if and when the MBS is issued, by inputting, when available, the CUSIP for the MBS into Fannie Mae’s multifamily disclosure system, DUS Disclose (<https://mfdusdisclose.fanniemae.com/#/home>). The template for the Fannie Mae MBS Prospectus, as of the date of this Official Statement can be found at <https://capitalmarkets.fanniemae.com/media/23966/display>. The template for the Fannie Mae MBS Prospectus may change from time to time. If the MBS were issued on the date of this Official Statement, the Fannie Mae MBS Prospectus would consist of the template for Fannie Mae MBS Prospectus with the cover page completed with the MBS-specific information, an Additional Disclosure Addendum substantially in the form attached as Schedule I to this Appendix A, and an Annex A containing information substantially consistent with the Term Sheet attached hereto as Appendix H, assuming that the Permanent Loan is originated in the maximum amount of the DUS Lender Commitment without any modification or amendment to any of the conditions to the origination of the Permanent Loan in the DUS Lender Commitment. **THERE CAN BE NO ASSURANCE, GUARANTEE OR REPRESENTATION, HOWEVER, AS TO THE FORM OF THE FANNIE MAE MBS OR THE CONTENTS OF THE FANNIE MAE PROSPECTUS OR EVEN WHETHER OR NOT A PROSPECTUS OR ANY DISCLOSURE RELATING TO THE FANNIE MAE MBS WILL BE PROVIDED IF AND WHEN THE FANNIE MAE MBS IS ISSUED, WHICH COULD BE THIRTY (30) MONTHS OR MORE FROM THE DATE OF THIS OFFICIAL STATEMENT. NOTWITHSTANDING ANYTHING HEREIN TO THE CONTRARY, THE ORIGINATION OF THE PERMANENT LOAN AND THE ISSUANCE OF THE FANNIE MAE MBS, ARE SUBJECT TO SIGNIFICANT CONDITIONS RELATING TO THE CONSTRUCTION, FINANCING AND LEASING OF THE PROJECT BY NO LATER THAN THE TERMINATION DATE.***

Security..... Guaranteed Mortgage Pass-Through Certificates (Multifamily Residential Mortgage Loans)

General Fannie Mae is a government-sponsored enterprise that was chartered by the U.S. Congress in 1938 under the name “Federal National Mortgage Association” to support liquidity and stability in the secondary mortgage market, where existing mortgage loans are purchased and sold. The address of its principal office is 1100 15th Street, NW, Washington, DC 20005; the telephone number is 800-2FANNIE (800-232-6643).

Fannie Mae has been under conservatorship since September 6, 2008. The conservator, the Federal Housing Finance Agency (“FHFA”), succeeded to all rights, titles, powers and privileges of Fannie Mae and of any shareholder, officer or director of the company with respect to the company and its assets. For additional information on the conservatorship, see “**FANNIE MAE — Regulation and Conservatorship**” in the Fannie Mae MBS Prospectus.

Fannie Mae’s regulators include the FHFA, the U.S. Department of Housing and Urban Development (“HUD”), the Securities and Exchange Commission (the “SEC”), and the U.S. Department of the Treasury (the “Treasury”). The Office of Federal Housing Enterprise Oversight, the predecessor of the FHFA, was Fannie Mae’s safety and soundness regulator prior to enactment of the Federal Housing Finance Regulatory Reform Act of 2008.

On September 7, 2008, Fannie Mae entered into a senior preferred stock purchase agreement with the Treasury pursuant to which Fannie Mae issued to it one million shares of senior preferred stock and a warrant to purchase, for a nominal price, shares of common stock equal to 79.9% of the outstanding common stock of Fannie Mae. **Nevertheless, Fannie Mae alone is responsible for making payments under its guaranty. The MBS if issued by Fannie Mae and acquired by the Trustee and payments of principal and interest on the MBS will not be guaranteed by the United States and do not constitute a debt or obligation of the United States or any of its agencies or instrumentalities other than Fannie Mae.**

| | |
|-----------------------------|---|
| Sponsor and Depositor | Fannie Mae is the sponsor of this offering of certificates and the depositor of the mortgage loans into the trust. |
| Description of MBS..... | The MBS if issued by Fannie Mae and acquired by the Trustee will represent a pro rata undivided beneficial ownership interest in (i) the Permanent Loan or (ii) the pool of mortgage loan participation interests that comprise the trust. See “PERMANENT LOAN” in the Official Statement. Fannie Mae will issue the MBS in book-entry form on the book-entry system of the U.S. Federal Reserve Banks. The book-entry MBS will not be convertible into physical certificates. |
| Minimum Denomination | Fannie Mae will issue the MBS in minimum denominations of \$1,000, with additional increments of \$1. |
| Issue Date | The date specified on the front cover page, which is the first day of the month in which the MBS is issued. |
| Settlement Date | The date specified on the front cover page, which is a date no later than the last business day of the month in which the issue date occurs. |
| Distribution Date | The “Distribution Date” is the 25th day of each month which is the date designated for payments to the Trustee as holder of the MBS, if issued. If that day is not a Business Day, payments will be made on the next Business Day. The first Distribution Date for the MBS will occur in the month following the month in which the MBS is issued. For example, if the issue date is September 1st, the distribution date is October 25th or, if October 25th is not a Business Day, the first Business Day following October 25th. |
| Maturity Date | The date specified on the front cover page, which is the date that the final payment is due on the last mortgage loan remaining in the pool. |
| Use of Proceeds | The MBS is backed by a pool of one or more mortgage loans that Fannie Mae recently acquired or already owned. Fannie Mae is issuing the MBS either in exchange for the recently acquired mortgage loans or for cash proceeds that are generally used for purchasing other mortgage loans or for general corporate purposes. |
| Interest..... | On each Distribution Date, Fannie Mae will pass through on the MBS, if issued, one month’s interest at the “Pass-Through Rate”. |

Because Fannie Mae’s guaranty requires it to supplement amounts received by the trust as required to permit timely payment of interest, the amount of interest distributed to certificateholders on a Distribution Date will not be affected by any loss mitigation measure, taken with respect to, or other loan modification made to, the Permanent Loan while it remains in the trust.

As described under the caption “**MATERIAL FEDERAL INCOME TAX CONSEQUENCES**” which can be found at <https://capitalmarkets.fanniemae.com/media/23966/display>, the MBS and payments on the MBS, including interest payments thereon, are subject to federal income taxation. Such interest payments only become excluded from gross income for federal income tax purposes and excluded from taxation by the State, to the extent described elsewhere herein, when applied by the Trustee to pay interest due on the Series F-1 Bonds. See “TAX MATTERS” in the Official Statement herein.

Principal

Fannie Mae will receive collections on the Permanent Loan on a monthly basis. The period Fannie Mae uses to differentiate between collections in one month and collections in another month is called the due period. The due period is the period from and including the second calendar day of the preceding month in which the Distribution Date occurs to and including the first calendar day of the month in which the Distribution Date occurs.

On each Distribution Date, Fannie Mae will pass through principal of the MBS, if issued, as follows:

- the aggregate amount of the scheduled principal due on the Permanent Loan in the pool during the related due period; and
- the aggregate amount of the unscheduled principal payments specified below:
 - the stated principal balance of the Permanent Loan as to which prepayments in full was received during the calendar month immediately preceding the month in which that Distribution Date occurs;
 - the stated principal balance of the Permanent Loan if it was purchased from the pool during the calendar month immediately preceding the month in which that Distribution Date occurs; and
 - the amount of any partial prepayments on the Permanent Loan that were received during the calendar month immediately preceding the month in which that Distribution Date occurs.

Because Fannie Mae’s guaranty requires it to supplement amounts received by the trust as required to permit timely payment of the principal amounts specified above, the amount of principal distributed to certificateholders on a Distribution Date will **not** be affected by any loss mitigation measure, taken with respect to, or other loan modification made to, the Permanent Loan while it remains in the trust.

Fannie Mae may treat a prepayment in full received on the first Business Day of a month as if the prepayment were received on the last Business Day of the preceding month. If Fannie Mae does so, it passes through these prepayments on the Distribution Date in the same month in which the prepayment actually was received. For example, if a prepayment on the Permanent Loan in full is actually received on the first Business Day of September, it would be treated as if it had been received on the last Business Day of August and, therefore, would be passed through on September 25 (or the next Business Day, if September 25 is not a Business Day).

The Permanent Loan permits the reamortization of principal after a permitted voluntary prepayment or an involuntary partial prepayment caused by the receipt of proceeds from insurance or condemnation. A reamortization of the Permanent Loan will cause a change in the amount of principal that is passed through to holders of the MBS.

Monthly Pool Factors On or about the fourth Business Day of each month, Fannie Mae publishes the monthly pool factor for each issuance of its certificates. If an investor multiplies the monthly pool factor by the original principal balance of the MBS, the investor will obtain the current principal balance of the MBS, after giving effect to the monthly principal payment to be passed through on the Distribution Date in that month. The most current pool factor is generally available through DUS Disclose on Fannie Mae’s website at <https://mfdusdisclose.fanniemae.com/#/home>.

Guaranty Fannie Mae guarantees to each trust that on each Distribution Date it will supplement amounts received by the trust as required to permit payments on the MBS in an amount equal to:

- the aggregate amounts of scheduled and unscheduled principal payments described in “—Principal” above, and
- an amount equal to one month’s interest on the MBS, as described in “—Interest” above.

In addition, Fannie Mae guarantees to the related trust that it will supplement amounts received by the trust as required to make the full and final payment of the unpaid principal balance of the related certificates on the Distribution Date in the month of the maturity date specified in the prospectus supplement.

Certificateholders have certain limited rights to bring proceedings against the Treasury if Fannie Mae fails to pay under its guaranty. The total amount that may be recovered from the Treasury is subject to limits imposed in the senior preferred stock purchase agreement. For a description of certificateholders’ rights to proceed against Fannie Mae and the Treasury, see “**FANNIE MAE—Certificateholders’ Rights Under the Senior Preferred Stock Purchase Agreement**” in the Fannie Mae MBS Prospectus.

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| Prepayments | A borrower may voluntarily prepay the loan in full. Except during the open period, each mortgage loan in the pool requires payment of a prepayment premium if the loan is prepaid voluntarily, as disclosed on Annex A. A portion of the prepayment premium, if collected, may be shared with certificateholders under the circumstances described in “ YIELD, MATURITY AND PREPAYMENT CONSIDERATIONS—Maturity and Prepayment Considerations ” in the Fannie Mae MBS Prospectus. Fannie Mae does not guarantee to any trust the payment of any prepayment premiums. |
| Master Servicing/Servicing | Fannie Mae is responsible as master servicer for certain duties. Fannie Mae has contracted with the mortgage servicer identified on Annex A to perform servicing functions for us subject to our supervision. Fannie Mae refers to this servicer or any successor servicer as its primary servicer. In certain limited circumstances, Fannie Mae may act as primary servicer. For a description of Fannie Mae’s duties as master servicer and the responsibilities of its primary servicer, see “ THE TRUST DOCUMENTS-Collections and Other Servicing Practices ” and “ FANNIE MAE PURCHASE PROGRAM-Servicing Arrangements ” in the Fannie Mae MBS Prospectus. |
| Business Day | Any day other than a Saturday or Sunday, a day when the fiscal agent or paying agent is closed, a day when the Federal Reserve Bank of New York is closed or is authorized or obligated by law or executive order to remain closed, or, for purposes of withdrawals from a certificate account, a day when the Federal Reserve Bank is closed in the district where the certificate account is maintained if the related withdrawal is being made from that certificate account. |
| Trust Documents | If issued, the MBS will be issued pursuant to the applicable Trust Agreement relating to the MBS issued at that time, as supplemented by a trust issue supplement for that issuance. Certain pertinent provisions of the trust agreement in the Fannie Mae MBS Prospectus will apply. Investors should refer to the trust agreement and the related trust issue supplement for a complete description of their rights and obligations as well as those of Fannie Mae in its various capacities. |
| Trustee..... | Fannie Mae serves as the trustee for the trust pursuant to the terms of the trust agreement and the related trust issue supplement. |
| Paying Agent..... | An entity designated by Fannie Mae to perform the functions of a paying agent. The Federal Reserve Bank of New York currently serves as Fannie Mae’s paying agent for certificates such as the MBS. |
| Fiscal Agent..... | An entity designated by Fannie Mae to perform certain administrative functions for the trust. The Federal Reserve Bank of New York currently serves as Fannie Mae’s fiscal agent for certificates such as the MBS. |

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| The Multifamily Mortgage Loan Pool..... | <p>Each mortgage loan in the pool is a fixed-rate loan included in one of the following categories:</p> <ul style="list-style-type: none"> • Fixed-rate loans with monthly payments of interest only during their entire loan terms, with a balloon payment of all outstanding principal at maturity; • Fixed-rate loans with monthly payments of interest only during specified initial periods, followed by monthly payments of principal and interest for their remaining loan terms, with a balloon payment of all outstanding principal at maturity; • Fixed-rate loans with monthly payments of interest only during specified initial periods, followed by monthly payments of principal and interest that fully amortize over their remaining loan terms; • Fixed-rate loans with monthly payments of interest and principal during their entire loan terms, with a balloon payment of all outstanding principal at maturity; and • Fixed-rate loans with monthly payments of interest and principal that fully amortize over their loan terms. |
| Multifamily Mortgage Loans..... | <p>Each mortgage loan in the pool was acquired from a multifamily mortgage loan seller that Fannie Mae has approved. A mortgage loan may have been originated by the seller or may have been acquired by the seller from the originator of the loan, which may or may not be an approved mortgage loan seller. Each mortgage loan that Fannie Mae acquires either meets its published standards or is reviewed by Fannie Mae before delivery to determine its suitability. Fannie Mae may modify its standards or permit waivers on specific transactions from time to time.</p> |
| Types of Property | <p>Each mortgage loan in the pool is secured by a lien on one or more of the following types of property:</p> <ul style="list-style-type: none"> • Multifamily residential properties; • Cooperative housing projects; • Dedicated student housing; • Manufactured housing communities; • Military housing; or • Seniors housing <p>Annex A discloses the type of property securing each mortgage loan in the pool and the priority of each lien. Any type of property may also be considered affordable housing; Annex A discloses certain affordable housing characteristics.</p> |
| Termination | <p>The trust will terminate when the certificate balance of the certificates has been reduced to zero, and all required distributions have been passed through to certificateholders. Fannie Mae has no unilateral option to cause an early termination of the trust other than by purchasing a mortgage loan from the pool for a reason permitted by the trust documents.</p> |
| Federal Income Tax Consequences | <p>The mortgage pool will be classified as a fixed investment trust. in the Fannie Mae MBS Prospectus.</p> |

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| Whole Pool Certificates..... | Fannie Mae’s counsel, Katten Muchin Rosenman LLP, has advised Fannie Mae that certificates issued under the trust documents that represent 100% of the beneficial interests in a pool of mortgage loans (or participation interests therein) held in the related trust and with respect to which REMIC elections are made will qualify as “whole pool certificates” to the same extent as certificates that represent 100% of the beneficial interests in a pool of mortgage loans (or participation interests therein) held in a trust with respect to which no REMIC elections are made. |
| Resecuritization | Following the assignment of mortgage loans to a trust, the related certificates upon issuance will represent the initial securitization of the mortgage loans. Any further assignment of the certificates to a REMIC trust or other issuance vehicle will represent the initial resecuritization of the mortgage loans. Certificates backed by mortgage loans with respect to which a REMIC election is made may be resecuritized to the same extent as, and may be commingled freely with, certificates backed by mortgage loans with respect to which no REMIC election is made. |
| Legal Investment Considerations . | Under the Secondary Mortgage Market Enhancement Act of 1984, the certificates offered by this prospectus will be considered “securities issued or guaranteed by ... the Federal National Mortgage Association.” Nevertheless, investors should consult their own legal advisor to determine whether and to what extent the certificates of an issuance constitute legal investments for them. |
| ERISA Considerations..... | For the reasons discussed in “ ERISA CONSIDERATIONS ” in the Fannie Mae MBS Prospectus, an investment in the certificates by a plan subject to the Employee Retirement Income Security Act (“ERISA”) will not cause the assets of the plan to include the mortgage loans underlying the certificates or the assets of Fannie Mae under the fiduciary provisions of ERISA or the prohibited transaction provisions of ERISA or Section 4975 of the Internal Revenue Code of 1986, as amended (the “Code”). Nevertheless, fiduciaries of such plan investors should consult with counsel regarding the applicability of the provisions of ERISA and Section 4975 of the Code before purchasing the certificates. |

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SCHEDULE I

FORM OF PROPOSED ADDITIONAL DISCLOSURE ADDENDUM

The following information supplements the information in the Fannie Mae MBS Prospectus. In the event of any inconsistency between the information provided in this Addendum and the information in the Fannie Mae MBS Prospectus, the information in this Addendum shall prevail.

The mortgaged property is subject to affordable housing regulatory agreements that impose income restrictions on tenants of the mortgaged property and is an Affordable Housing Loan. See “THE MORTGAGE LOANS — Affordable Housing Loans”; “RISK FACTORS — RISKS RELATING TO YIELD AND PREPAYMENT — Prepayments Relating to Specific Types of Mortgage Loans and Mortgaged Properties — The successful operation of a mortgaged property securing an affordable housing mortgage loan may depend upon additional factors”; and “RISK FACTORS—RISKS RELATING TO YIELD AND PREPAYMENT—Prepayments Relating to Specific Types of Mortgage Loans and Mortgaged Properties—An affordable housing mortgage loan may be secured by a mortgaged property that has received an allocation of low-income housing tax credits but that fails to remain in compliance with the requirements for maintaining eligibility to receive the tax credits due to operations of the property or a casualty on the property” in the Fannie Mae MBS Prospectus for additional information.

The MBS certificates will initially serve as collateral for a tax exempt issue of multifamily housing bonds (the “Series F-1 Bonds”) issued by the City of San José (the “Issuer”) pursuant to and secured by an Indenture of Trust by and between the Issuer and U.S. Bank Trust Company, National Association, as trustee, and will be held as collateral for the Series F-1 Bonds. The mortgage loan documents provide that the mortgage loan is cross-defaulted with certain agreements relating to the Series F-1 Bonds entered into at the time of the issuance of the Series F-1 Bonds, including but not limited to the indenture authorizing the Series F-1 Bonds and any housing regulatory agreements that limit rents, impose income restrictions or otherwise restrict the use of the property.

Because the mortgage loan documents provide that the mortgage loan is cross-defaulted with certain of the agreements relating to the Series F-1 Bonds, a default under any of the cross-defaulted documents may trigger an event of default on the mortgage loan. If Fannie Mae accelerates the mortgage loan as a result of any event of default under the mortgage loan, the mortgage loan will be paid in full, and the stated principal balance of the MBS certificates will be passed through to the holder of the MBS certificates. In this case, no yield maintenance or other prepayment premiums will be payable to the holder of the MBS certificates.

The mortgaged property consists of 81 apartment units (79 income restricted and two unrestricted manager’s units), and is one unit (“Unit A”) of a two unit condominium regime located in a single building. The land, air space and appurtenant common area of Unit A are subject to a ground lease with the County of Santa Clara (the “County”). During the term of the ground lease, the borrower will own the fee estate of its improvements subject to the ground lease. The second unit of the two unit condominium regime (“Unit H”) consists of a community facility owned by the County. Unit H is not part of the mortgaged property, but its operations may impact the mortgaged property due to shared common areas. See “**THE MORTGAGE LOANS—Characteristics of Multifamily Properties—Mortgage Loan Secured by Property Encumbered by Condominium Regime and —Mortgage Loan Secured by a Leasehold Interest**” and “**RISK FACTORS—Prepayments Relating to Specific Types of Mortgage Loans and Mortgaged Properties—If a mortgaged property is subject to a ground lease, an event of default under the ground lease may be an event of default under the mortgage loan**” for additional information.

The mortgaged property is exempt from ad valorem taxes under Section 214 of the California Welfare Exemption Program – California Revenue and Taxation Code, which requires, among other things, the Borrower to have an eligible nonprofit within its ownership structure. See “**THE MORTGAGE LOANS—Characteristics of Multifamily Properties—Mortgage Loan Secured by Property Receiving Real Estate Tax Benefits**” and “**RISK FACTORS—RISKS RELATING TO YIELD AND PREPAYMENT—Prepayments Relating to Specific Types of Mortgage Loans and Mortgage Properties—A mortgaged property may benefit from a state or local property tax exemption or tax abatement that requires the borrower and the property to maintain compliance with specific requirements. The failure to meet those requirements may be an event of default under the mortgage loan**” for additional information.

In addition to the matters described above, the eligible multifamily lender making the mortgage loan may request the disclosure of additional matters relating to the mortgage loan or upon delivery of the mortgage loan to Fannie Mae, in Fannie Mae's discretion it may determine that matters identified in the Term Sheet attached as APPENDIX H hereto or otherwise may need to be disclosed in the Additional Disclosure Addendum provided in connection with the issuance of the MBS certificates.

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APPENDIX B
DEFINITIONS OF CERTAIN TERMS

Certain capitalized terms used in this Official Statement are defined below. The following is subject to all the terms and provisions of the Indenture, to which reference is hereby made and copies of which are available from the Issuer or the Trustee.

“Act” means Chapter 5 of Division 7 of Title 1 of the California Government Code, together with the provisions of Chapter 7 of Part 5 of Division 31 of the California Health and Safety Code, as the same may be amended.

“Authorized Borrower Representative” means any person who, at any time and from time to time, is designated as the Borrower’s authorized representative by written certificate furnished to the Issuer and the Trustee containing the specimen signature of such person and signed on behalf of the Borrower by or on behalf of any authorized general partner of the Borrower if the Borrower is a general or limited partnership, by any authorized managing member of the Borrower if the Borrower is a limited liability company, or by any authorized officer of the Borrower if the Borrower is a corporation, which certificate may designate an alternate or alternates. The Trustee may conclusively presume that a person designated in a written certificate filed with it as an Authorized Borrower Representative is an Authorized Borrower Representative until such time as the Borrower files with it (with a copy to the Issuer) a written certificate revoking such person’s authority to act in such capacity. The initial Authorized Borrower Representatives are Jonathan White and Louis Chicoine.

“Authorized Denomination” means (a) with respect to the Series F-1 Bonds, \$1,000 or any integral multiple of \$1 in excess thereof, and (b) with respect to the Series F-2 Bonds, \$5,000, or any integral multiple of \$1,000 in excess thereof.

“Authorized Officer” means (a) the Issuer’s City Manager, Director of Finance, Assistant Director of Finance, Director of Housing, Assistant Director of Housing, Deputy Director of Finance, any person designated to act on behalf of the Issuer by the Resolution or any other person designated to act in such capacity by an Officer’s Certificate containing the specimen signature of any of such persons which certificate may designate an alternate or alternates, and (b) any Vice President or Assistant Vice President of the Trustee having regular responsibility for corporate trust matters.

“Bankruptcy Code” means the Federal Bankruptcy Code, Title 11 of the United States Code.

“Beneficial Owner” means the purchaser of a beneficial interest in the Bonds.

“Bond” or “Bonds” means, individually or collectively as context may dictate, the Series F-1 Bonds and the Series F-2 Bonds authorized under and secured by the Indenture and issued pursuant to the Indenture.

“Bond Counsel” means Stradling Yocca Carlson & Rauth or such other counsel acceptable to the Issuer and nationally recognized as having an expertise in connection with the exclusion of interest on obligations of state and local governmental units from the gross income of holders thereof for federal income tax purposes.

“Bond Dated Date” means (a) with respect to the Series F-1 Bonds, October 1, 2023*, and (b) with respect to the Series F-2 Bonds, the Closing Date.

“Bond Loan Notes” means, collectively, the Series F-1 Bond Loan Note and the Series F-2 Bond Loan Note.

“Bond Maturity Date” means (a) with respect to the Series F-1 Bonds, ____ 1, 20__*, the final payment of principal with respect to the MBS will be made on _____ 25, 20__*, or the following Business Day if such day is not a Business Day, and will be passed through to the Bondholders on the following Business Day, and (b) with respect to the Series F-2 Bonds, May 1, 2027*.

* Preliminary; subject to change.

“Bond Proceeds” means the Series F-1 Bond proceeds, Series F-2 Bond proceeds, or both, as applicable.

“Bond Proceeds Fund” means the Fund of that name established by the Indenture.

“Bond Purchase Agreement” means the Bond Purchase Agreement, dated October __, 2023, among the Underwriter, the Issuer and the Borrower.

“Bond Register” means the registration books of the Issuer maintained by the Trustee as provided in the Indenture on which registration and transfer of the Bonds is to be recorded.

“Bond Registrar” has the meaning given to such term in the Indenture.

“Bondholder” or “holder” or “owner” of any Bond or any similar term shall mean the person in whose name any Bond is registered.

“Book-Entry Bonds” means the Bonds for which a Depository or its Nominee is the Bondholder.

“Borrower” means Allied 1510 Parkmoor, L.P., a California limited partnership.

“Business Day” means any day other than a Saturday or Sunday, a day when the fiscal agent or paying agent for the MBS is closed, a day when the Federal Reserve Bank of New York is closed, or a day when the Federal Reserve Bank is closed in a district where a securities account is located if the related withdrawal is being made from that securities account, and, with respect to the Bonds, any such day that is also a day on which the Trustee is open for business.

“Cash Flow Projection” means cashflow projections prepared by an independent firm of certified public accountants, a financial advisory firm, a law firm or other independent third party qualified and experienced in the preparation of cash flow projections for structured finance transactions similar to the Bonds, establishing to the satisfaction of the Rating Agency, as applicable, that (a) the amounts on deposit with the Trustee in the Bond Proceeds Fund, the Collateral Fund and the Revenue Fund, (b) projected investment income to accrue on amounts on deposit in the Bond Proceeds Fund, the Collateral Fund and the Revenue Fund during the applicable period and (c) any additional Eligible Funds delivered to the Trustee by or on behalf of the Borrower are sufficient to pay, as applicable, (i) amounts due and payable on the Bonds on each Payment Date, (ii) the MBS Purchase Price on the MBS Delivery Date, (iii) the costs of any proposed remarketing of the Series F-2 Bonds, as provided in the Indenture, (iv) the optional redemption of the Bonds as provided in the Indenture, including in the event that the Trustee intends to sell or otherwise dispose of Eligible Investments prior to maturity at a price below par, as described in the Indenture, (v) the release of Excess Funds from the Series F-2 Negative Arbitrage Subaccount, as provided in the Indenture and (vi) the purchase sale or exchange of Eligible Investment as provided in the Indenture. The cost and expense of obtaining such Cash Flow Projections shall be the sole responsibility of the Borrower.

“Closing Date” means October __, 2023.

“Code” means the United States Internal Revenue Code of 1986, as amended, and the Regulations thereunder, or any successor statute, together with corresponding and applicable final, temporary or proposed regulations and revenue rulings issued or amended with respect thereto by the Treasury Department or Internal Revenue Service of the United States.

“Collateral Fund” means the Fund created and so designated in the Indenture.

“Construction Lender” means Capital One, National Association, a national banking association.

“Construction Loan” means the loan made from the Construction Lender to the Borrower in the original principal amount of \$80,050,426*.

“Construction Loan Documents” means the documents executed and delivered in connection with the Construction Loan, including, without limitation, the promissory note and mortgage evidencing the Construction Loan.

“Continuing Disclosure Agreement” means the Continuing Disclosure Agreement dated as of October 1, 2023, between the Borrower and the Dissemination Agent, as originally executed and as it may be amended from time to time in accordance with the terms thereof.

“Conversion Date” has the meaning set forth for such term in the Fannie Mae Forward Commitment and as set forth in a notice of the occurrence thereof delivered by the DUS Lender to the Trustee.

“Costs of Issuance” means costs to the extent incurred in connection with, and allocable to, the issuance of the Bonds within the meaning of Section 147(g) of the Code. For example, “issuance costs” include the following costs, but only to the extent incurred in connection with, and allocable to, the borrowing: Underwriter’s fee; counsel fees; financial advisory fees; fees paid to an organization to evaluate the credit quality of an issue; trustee fees; paying agent fees; registrar, certification and authentication fees; accounting fees; printing costs for bonds and offering documents; public approval process costs; engineering and feasibility study costs; guarantee fees, other than qualified guarantees; and similar costs.

“Costs of Issuance Deposit” means the amount deposited on the Closing Date into the Costs of Issuance Fund.

“Costs of Issuance Fund” means the Fund created and so designated in the Indenture.

“Counsel’s Opinion,” “Opinion of Counsel,” or “Opinion” means a written opinion, including opinions supplemental thereto, signed by an attorney or firm of attorneys (who may be counsel for the Issuer, the Borrower or Fannie Mae) acceptable to the Trustee and the Issuer.

“Depository” means, initially, DTC and any replacement securities depository appointed under the Indenture.

“Dissemination Agent” means U.S. Bank Trust Company, National Association, or any successor, as Dissemination Agent under the Continuing Disclosure Agreement.

“DTC” means The Depository Trust Company, New York, New York.

“DUS Lender” means Capital One, National Association, a national banking association, Fannie Mae’s delegated underwriting and servicing lender with respect to the Permanent Loan, and its successors and assigns.

“Electronic Means” means a facsimile transmission or any other electronic means of communication approved in writing by Fannie Mae.

“Eligible Funds” means:

- (a) the Bond Proceeds or any other amounts received by the Trustee from the Underwriter;
- (b) moneys drawn on a letter of credit;
- (c) moneys received by the Trustee representing advances to the Borrower of proceeds of the Construction Loan, the Permanent Loan, and [and other collateral sources];

* Preliminary; subject to change.

(d) remarketing proceeds of the Series F-2 Bonds (including any additional amount paid to the Trustee as the purchase and or remarketing price thereof by the Remarketing Agent) received from the Remarketing Agent or any purchaser of the Series F-2 Bonds;

(e) any other amounts for which the Trustee has received an Opinion of Counsel to the effect that the use of such amounts to make payments on the Bonds would not violate Section 362(a) of the Bankruptcy Code (or that relief from the automatic stay provisions of such Section 362(a) would be available from the bankruptcy court) or be avoidable as preferential payments under Section 547 or 550 of the Bankruptcy Code should the Borrower become a debtor in proceedings commenced under the Bankruptcy Code;

(f) any payments held by the Trustee for a continuous period of 123 days, provided that no act of bankruptcy with respect to the Borrower has occurred during such period; and

(g) investment income derived from the investment of the money described in (a) through (f) above.

“Eligible Investments” means, subject to the provisions of the Indenture, any of the following obligations which mature (or are redeemable at the option of the Trustee without penalty) at such time or times as to enable timely disbursements to be made from the fund in which such investment is held or allocated in accordance with the terms of the Indenture:

(a) Government Obligations; and

(b) Shares or units in any money market mutual fund rated “Aaa-mf” by Moody’s (or the equivalent Highest Rating Category given by the Rating Agency for that general category of security) including mutual funds of the Trustee or its affiliates or for which the Trustee or an affiliate thereof serves as investment advisor or provides other services to such mutual fund and receives reasonable compensation therefor registered under the Investment Company Act of 1940, as amended, whose investment portfolio consist solely of direct obligations of the government of the United States of America.

“Event of Default” means any occurrence or event specified in the Indenture.

“Excess Funds” means an amount, calculated by a Cash Flow Projection, equal to the excess of (i) the sum of (a) the amounts on deposit in the Series F-2 Negative Arbitrage Subaccount and (b) projected investment income to accrue on amounts on deposit in such account over (ii) the aggregate Bond payments, when due and payable on the Series F-2 Bonds.

“Extension Deposit” means (a) with respect to the Series F-1 Bonds, the deposit of Eligible Funds as described in and pursuant to the Indenture and (b) with respect to the Series F-2 Bonds, the amount due, if any, to provide adequate additional funds for the payment of principal and interest due with respect to the Series F-2 Bonds during a Remarketing Period in connection with the change or extension of the Mandatory Tender Date pursuant to the Indenture and which shall be determined by a Cash Flow Projection.

“Extraordinary Issuer Fees and Expenses” means the expenses and disbursements payable to the Issuer under the Indenture for Extraordinary Services and Extraordinary Expenses, including extraordinary fees, costs and expenses incurred by the Issuer, Bond Counsel and counsel to the Issuer which are to be paid by the Borrower pursuant to the Financing Agreement.

“Extraordinary Services” and “Extraordinary Expenses” mean all services rendered and all reasonable expenses properly incurred by the Trustee or the Issuer under the Indenture or the Financing Agreement, other than Ordinary Services and Ordinary Expenses. Extraordinary Services and Extraordinary Expenses shall specifically include but are not limited to services rendered or expenses incurred by the Trustee or the Issuer in connection with, or in contemplation of, an Event of Default.

“Extraordinary Trustee Fees and Expenses” means the expenses and disbursements payable to the Trustee under the Indenture for Extraordinary Services and Extraordinary Expenses, including extraordinary fees, costs and expenses incurred by the Trustee and the Trustee’s counsel which are to be paid by the Borrower pursuant to the Financing Agreement.

“Fannie Mae means Fannie Mae, a corporation organized and existing under the Federal National Mortgage Association Charter Act, 12 U.S.C., § 1716 *et seq.*, and its successors.

“Fannie Mae Certificate” means a guaranteed mortgage pass-through Fannie Mae mortgage backed security issued by Fannie Mae in book-entry form, recorded in the name of the Trustee or its nominee, guaranteed as to timely payment of principal of and interest by Fannie Mae, and backed by the Permanent Loan.

“Fannie Mae Forward Commitment” means the Fannie Mae Forward Commitment, dated as of _____, 2023, entered into between the DUS Lender and Fannie Mae, as the same may be amended from time to time.

“Financing Agreement” means the Financing Agreement dated as of October 1, 2023 among the Issuer, the Borrower and the Trustee.

“Financing Documents” means the Financing Agreement, the Regulatory Agreement, the Tax Certificate, the Indenture, the Bond Loan Notes and the Bond Purchase Agreement.

“Fund” or “Account” or “Subaccount” means a fund or account created by or pursuant to the Indenture.

“Government Obligations” means (i) noncallable, non-redeemable direct obligations of the United States of America for the full and timely payment of which the full faith and credit of the United States of America is pledged, and (ii) obligations issued by a Person controlled or supervised by and acting as an instrumentality of the United States of America, the full and timely payment of the principal of, premium, if any, and interest on which is fully guaranteed as a full faith and credit obligation of the United States of America (including any securities described in (i) or (ii) issued or held in book-entry form on the books of the Department of the Treasury of the United States of America), which obligations, in either case, are not subject to redemption prior to maturity at less than par at the option of anyone other than the holder thereof

“Highest Rating Category” means, with respect to an Eligible Investment, that the Eligible Investment is rated by a Rating Agency in the highest rating given by that Rating Agency for that Rating Category, provided that such rating shall include but not be below “Aaa” or “Aaa/VMIG 1” if rated by Moody’s or “A-1+” or “AA+” if rated by S&P.

“Indenture” means the Indenture of Trust dated as of October 1, 2023 by and between the Issuer and the Trustee, as it may from time to time be amended, modified or supplemented by Supplemental Indentures.

“Initial Mandatory Tender Date” means May 1, 2026*.

“Initial Remarketing Date” means the Initial Mandatory Tender Date, but only if the conditions for remarketing the Bonds on such date, as provided in the Indenture, are satisfied.

“Initial Series F-2 Bond Rate” means ____%.

“Initial Termination Date” means May 1, 2026*.

“Interest Period” means with respect to the Series F-2 Bonds, initially, the period from the Closing Date to and including April 30, 2024*, and thereafter, the period commencing on each succeeding Series F-2 Bond Payment Date and ending on the day preceding the next Series F-2 Bond Payment Date.

* Preliminary; subject to change.

“Investor Limited Partner” means Wincopin Circle LLLP, a Maryland limited liability limited partnership, as nominee, and its successors and/or assigns.

“Issuer” means the City of San José.

“Issuer Fees and Expenses” means, collectively, the Ordinary Issuer Fees and Expenses and the Extraordinary Issuer Fees and Expenses. The Issuer Fees and Expenses shall be payable by the Borrower, and not from funds pledged to the benefit of the Trust Estate.

“Lender” means, prior to the Conversion Date, the Construction Lender, and after the Conversion Date, the DUS Lender.

“Mandatory Redemption Date” means any date on which the Bonds are subject to mandatory redemption pursuant to the Indenture, as such date may be extended pursuant to the Indenture.

“Mandatory Tender Date” means (a) the Initial Mandatory Tender Date and (b) if the Series F-2 Bonds Outstanding on such date or on any subsequent Mandatory Tender Date are remarketed pursuant to the Indenture for a Remarketing Period that does not extend to the final maturity of the Series F-2 Bonds, the day after the last day of the Remarketing Period.

“MBS” shall mean the Fannie Mae Certificate identified in the Indenture that is pledged by the Issuer to the Trustee pursuant to the Indenture.

“MBS Dated Date” means the 1st day of the month in which the MBS is delivered.

“MBS Delivery Date” means the date on which the Trustee receives the MBS backed by the Permanent Loan, which shall occur not later than the MBS Delivery Date Deadline.

“MBS Delivery Date Deadline” means June 25, 2026*, or, if such day is not a Business Day, the following Business Day, as such date may be extended pursuant to the Indenture.

“MBS Purchase Price” means the principal amount outstanding on the Permanent Loan as of the MBS Delivery Date plus accrued interest on the MBS from the MBS Dated Date to the MBS Delivery Date at the Pass-Through Rate.

“MBS Revenues” means all payments made under and pursuant to the MBS.

“Monthly Pool Factor” means the applicable factor posted by Fannie Mae (as of the Closing Date, on Fannie Mae’s website through DUS Disclose at <https://mfdu disclose.fanniemae.com/#/home>) on the MBS from time to time as the Permanent Loan amortizes, which represents the percentage of the original balance of the MBS that is outstanding as of a given date.

“Moody’s” means Moody’s Investors Service, Inc., a Delaware corporation, and its successors and assigns, or if it is dissolved or no longer assigns credit ratings, then any other nationally recognized statistical rating agency, designated by Fannie Mae, that assigns credit ratings.

“Mortgage” means the Multifamily Deed to Secure Debt, Assignment of Leases and Rents, Security Agreement and Fixture Filing, dated as of the Conversion Date, together with all riders and exhibits, securing the Permanent Loan, executed by the Borrower in favor of the DUS Lender, as the same may be amended from time to time.

* Preliminary; subject to change.

“Mortgage Note” means the instrument evidencing the obligation to repay the Permanent Loan, dated the Conversion Date, if such Permanent Loan is originated.

“Multifamily Loan and Security Agreement” means the Multifamily Loan and Security Agreement executed by the Borrower and the DUS Lender, dated the Conversion Date, if such agreement is entered into.

“Negative Arbitrage Account” means the Negative Arbitrage Account of the Revenue Fund created pursuant to the Indenture.

“Negative Arbitrage Deposit” means individually or collectively, as applicable, the Series F-1 Negative Arbitrage Deposit and the Series F-2 Negative Arbitrage Deposit.

“Nominee” means the nominee of the Depository, which may be the Depository, as determined from time to time pursuant to the Indenture.

“Optional Redemption Date” means any date the Series F-2 Bonds are subject to optional redemption pursuant to the Indenture.

“Ordinary Issuer Fees and Expenses” means the Issuer’s Annual City Fee (as defined in the Regulatory Agreement) as set forth in the Regulatory Agreement; provided, however, the amount of Ordinary Issuer Fees and Expenses payable under the Indenture is limited to money withdrawn from the Costs of Issuance Fund and the Borrower will be responsible to pay the remaining amount of the Ordinary Issuer Fees and Expenses pursuant to the Financing Agreement. In addition, all amounts due to the Issuer for Extraordinary Services and all Extraordinary Expenses of the Issuer will be paid directly by the Borrower pursuant to the Financing Agreement.

“Ordinary Services” and “Ordinary Expenses” mean those services normally rendered, and those expenses normally incurred, by an issuer or a trustee under instruments similar to the Indenture.

“Ordinary Trustee Fees and Expenses” means amounts due to the Trustee for the Ordinary Services and the Ordinary Expenses of the Trustee incurred in connection with its duties under the Indenture, payable annually in advance on the Closing Date and on each [_____] in the amount of \$[_____] (together with an acceptance fee of \$[_____] payable upon execution of the Indenture); provided, however, the amount of Ordinary Trustee Fees and Expenses payable under the Indenture is limited to money withdrawn from the Costs of Issuance Fund and the Borrower will be responsible to pay the remaining amount of the Ordinary Trustee Fees and Expenses pursuant to the Financing Agreement. In addition, all amounts due to the Trustee for Extraordinary Services and all Extraordinary Expenses of the Trustee will be paid directly by the Borrower pursuant to the Financing Agreement.

“Outstanding” means, when used with respect to the Bonds and as of any date, all Bonds theretofore validated, authenticated and delivered under the Indenture except:

- (a) any Bond cancelled by the Trustee or delivered to the Trustee for cancellation;
- (b) any Bond for the payment or redemption of which either (i) moneys equal to the principal amount or Redemption Price thereof, as the case may be, with interest to the date of maturity or redemption date, or (ii) specified types of Eligible Investments or moneys in the amounts, of the maturities and otherwise as described and required under the Indenture, shall have theretofore been deposited with the Trustee in trust (whether upon or prior to maturity or the redemption date of such Bond) and, except in the case of a Bond to be paid at maturity, as to which a redemption notice shall have been given or provided for in accordance with the Indenture, and
- (c) any Bond in lieu of or in exchange for which another Bond shall have been validated, authenticated and delivered pursuant to the Indenture.

“Participant” means a member of, or a participant in, the Depository.

“Pass-Through Rate” means the rate set forth in “APPENDIX H — TERM SHEET” hereto.

“Payment Date” means the Series F-1 Bond Payment Date and the Series F-2 Bond Payment Date, as applicable.

“Permanent Loan” means the interest-bearing loan for multifamily housing relating to the Bonds, when originated on the Conversion Date, which is evidenced by the Mortgage Note and secured by the Mortgage and the Multifamily Loan and Security Agreement.

“Permanent Loan Amortization Schedule” means the mortgage loan amortization schedule delivered to the Trustee on the Closing Date and attached as an exhibit to the Series F-1 Bond, as may be subsequently modified by the DUS Lender on the Conversion Date.

“Permanent Loan Documents” means, collectively, the Mortgage Note, the Mortgage, the Multifamily Loan and Security Agreement, and all other documents, agreements and instruments delivered on the Conversion Date and evidencing, securing or otherwise relating to the Permanent Loan, as each such document, agreement or instrument may be amended, supplemented or restated from time to time. Neither the Financing Agreement nor the Regulatory Agreement is a Permanent Loan Document and neither document is secured by the Mortgage.

“Project” means the multifamily rental housing development, known as Parkmoor Community Apartments, located in the City of San José, California, on the site described in the Mortgage.

“Project Costs” means the following costs of the Project:

(a) Costs incurred directly or indirectly for or in connection with the construction, equipping and improvement of the Project, including costs incurred in respect of the Project for preliminary planning and studies; architectural, legal, engineering, accounting, consulting, supervisory and other services; labor, services and materials; and recording of documents and title work and insurance.

(b) Premiums attributable to any surety bonds and insurance required to be taken out and maintained during the construction period with respect to the Project.

(c) Taxes, assessments and other governmental charges in respect of the Project that may become due and payable during the construction period.

(d) Costs incurred directly or indirectly in seeking to enforce any remedy against any contractor or subcontractor in respect of any actual or claimed default under any contract relating to the Project.

(e) Subject to the limitations set forth in the Tax Certificate, Costs of Issuance, including, financial, legal, accounting, cash flow verification, printing and engraving fees, charges and expenses, and all other such fees, charges and expenses incurred in connection with the authorization, sale, issuance and delivery of the Bonds, including, without limitation, the fees and expenses of the Trustee properly incurred under this Indenture that may become due and payable during the construction period.

(f) Any other costs, expenses, fees and charges properly chargeable to the cost of construction, equipping and improvement of the Project.

(g) Payment of interest on the Bonds during the construction period.

“Rating Agency” means Moody’s, S&P or any other nationally recognized securities rating agency rating the Bonds, or such rating agency’s successors or assigns, and initially means Moody’s so long as Moody’s is rating the Bonds.

“Rating Category” means one of the rating categories of the Rating Agency for the specific type and duration of the applicable Eligible Investment.

“Rebate Analyst” means a certified public accountant, financial analyst or attorney, or any firm of the foregoing, or a financial institution (which may include the Trustee) experienced in making the arbitrage and rebate calculations required pursuant to Section 148 of the Code and retained by the Borrower to make the computations and give the directions required pursuant to the Tax Certificate. The initial Rebate Analyst will be Tiber Hudson LLC.

“Rebate Fund” means the Fund created and so designated in the Indenture.

“Record Date” means (a) with respect to the Series F-1 Bonds, the close of business on the last day of the calendar month prior to the calendar month in which a payment occurs, and (b) with respect to the Series F-2 Bonds, the fifteenth (15th) day of the calendar month immediately preceding each Series F-2 Bond Payment Date.

“Redemption Price” means the amount required to be delivered to pay principal of, interest on, and redemption premium, if any, in connection with a redemption of the Bonds in accordance with the provisions of the Indenture.

“Regulations” means the Income Tax Regulations promulgated or proposed under the Code by the Department of the Treasury, as the same may hereafter be amended, including without limitation regulations promulgated by the Department of the Treasury to implement the requirements of Section 148 of the Code.

“Regulatory Agreement” means the Regulatory Agreement and Declaration of Restrictive Covenants relating to the Project, dated as of October 1, 2023, by and between the Issuer and the Borrower, as it may be amended, supplemented or restated from time to time.

“Remarketing Agent” means, initially, Stifel, Nicolaus & Company, Incorporated, and thereafter any successor Remarketing Agent (which meets the requirements of the Indenture) that may be appointed by the Borrower.

“Remarketing Agreement” means the Remarketing Agreement, dated as of October 1, 2023, by and between the Borrower and the Remarketing Agent, as amended, supplemented or restated from time to time, or any agreement entered into in substitution therefor.

“Remarketing Date” means the Initial Remarketing Date and, if the Series F-2 Bonds Outstanding on such date or on any subsequent Remarketing Date are remarketed pursuant to the Indenture for a Remarketing Period that does not extend to the final maturity of the Series F-2 Bonds, the day after the last day of the Remarketing Period.

“Remarketing Proceeds Account” means the Remarketing Proceeds Account of the Revenue Fund created pursuant to the Indenture.

“Representation Letter” has the meaning given to such term in the Indenture.

“Reserved Rights” means, collectively, (i) the rights of the Issuer and its officers, elected officials, employees, attorneys, accountants, agents and consultants under the Financing Documents to be held harmless and indemnified, (ii) the rights of the Issuer to payment and/or reimbursement of its fees and expenses under the Financing Documents, (iii) the Issuer’s rights to receive notices and to enforce notice and reporting requirements under the Financing Documents, (iv) the Issuer’s rights to inspect and audit the books, records and premises of the Borrower and of the Project, (v) the Issuer’s rights to payment of attorneys’ fees and related expenses under the Financing Documents, (vi) the Issuer’s rights to enforce the Issuer’s rights under the Regulatory Agreement and the Borrower’s covenants to comply with applicable federal tax law and State law (including the Act and the rules and regulations of the Issuer, if any), including without limitation enforcing the Issuer’s rights to enforce payment of the Issuer’s fees, costs, expenses and rebate with respect to Bond Proceeds pursuant to the Regulatory Agreement, (vii) the Issuer’s rights to give or withhold consent to certain amendments, changes, modifications and alterations to the Financing Documents, and (viii) the Issuer’s right to enforce the Reserved Rights.

“Resolution” means the resolution of the Issuer adopted on October 3, 2023, authorizing the issuance and sale of the Bonds.

“Revenue Fund” means the Fund created and so designated in the Indenture.

“S&P” means S&P Global Ratings, and its successors and assigns, or if it shall for any reason no longer perform the functions of a securities rating agency, then any other nationally recognized rating agency designated by the Borrower and acceptable to the Trustee and the Remarketing Agent.

“Series F-1 Bond Loan Note” means, with respect to the Series F-1 Bonds, the promissory note dated the Closing Date from the Borrower to the Issuer and assigned by the Issuer to the Trustee on the Closing Date, in substantially the form attached as an exhibit to the Financing Agreement, together with any amendments, supplements or modifications thereto.

“Series F-1 Bond Payment Date” means (i) the 26th day of the month following the month in which the Closing Date occurs and the 26th day of each month thereafter, or the next succeeding Business Day if such 26th day is not a Business Day, until and including the 26th day of the month in which the MBS Delivery Date occurs, (ii) commencing in the first month immediately following the month in which the MBS Delivery Date occurs, the Business Day immediately after the date of receipt by the Trustee of a payment received on the MBS, and (iii) with respect to any redemption in lieu of an exchange of the Series F-1 Bonds for the MBS pursuant to the Indenture, the day on which the Trustee receives funds pursuant to the transfer of the applicable amount of the MBS to or upon the order of the Issuer. The payment of interest on a Series F-1 Bond Payment Date shall relate to the interest accrued during the preceding calendar month. There shall be no further accrual of interest on the Series F-1 Bonds from the Bond Maturity Date.

“Series F-1 Bond Proceeds Fund Account” means the Series F-1 Account of the Bond Proceeds Fund created pursuant to the Indenture.

“Series F-1 Bonds” means the Issuer’s Multifamily Housing Mortgage-Backed Bonds (Parkmoor) Series 2023F-1 (M-TEMS) (FN) in the aggregate principal amount of \$2,150,000* authorized under, secured by and issued pursuant to the Indenture.

“Series F-1 Collateral Fund Account” means the Series F-1 Account of the Collateral Fund created pursuant to the Indenture.

“Series F-1 Negative Arbitrage Deposit” means Eligible Funds in the amount of \$_____ to be deposited on the Closing Date into the Series F-1 Negative Arbitrage Subaccount and as otherwise set forth in the Indenture.

“Series F-1 Negative Arbitrage Subaccount” means the Series F-1 Subaccount of the Negative Arbitrage Account of the Revenue Fund created pursuant to the Indenture.

[“Series F-1 Negative Arbitrage Transfer” means the transfer by the Trustee, on the Closing Date, in the amount of \$[_____], from the Series F-2 Bond Proceeds Fund Account into the Series F-1 Negative Arbitrage Subaccount, as set forth in the Cash Flow Projection provided on the Closing Date in connection with the issuance of the Bonds.]

“Series F-1 Revenue Fund Account” means the Series F-1 Account of the Revenue Fund created pursuant to the Indenture.

“Series F-2 Bond Loan Note” means, with respect to the Series F-2 Bonds, the promissory note dated the Closing Date from the Borrower to the Issuer and assigned by the Issuer to the Trustee on the Closing Date, in

* Preliminary; subject to change.

substantially the form attached as an exhibit to the Financing Agreement, together with any amendments, supplements or modifications thereto.

“Series F-2 Bond Payment Date” means (i) May 1 and November 1 of each year, beginning on May 1, 2024*, (ii) each Mandatory Redemption Date described in the Indenture, (iii) each Mandatory Tender Date, (iv) the Bond Maturity Date and (v) the date of acceleration of the Series F-2 Bonds.

“Series F-2 Bond Proceeds Fund Account” means the Series F-2 Account of the Bond Proceeds Fund created pursuant to the Indenture.

“Series F-2 Bonds” means the Issuer’s Multifamily Housing Revenue Bonds (Parkmoor) Series 2023F-2 (Cash Collateralized) in the aggregate principal amount of \$37,657,000* authorized under, secured by and issued pursuant to the Indenture.

“Series F-2 Collateral Fund Account” means the Series F-2 Account of the Collateral Fund created pursuant to the Indenture.

“Series F-2 Negative Arbitrage Deposit” means Eligible Funds in the amount of \$_____ to be deposited on the Closing Date into the Series F-2 Negative Arbitrage Subaccount and as otherwise set forth in the Indenture.

“Series F-2 Negative Arbitrage Subaccount” means the Series F-2 Subaccount of the Negative Arbitrage Account of the Revenue Fund created pursuant to the Indenture.

“Series F-2 Revenue Fund Account” means the Series F-2 Account of the Revenue Fund created pursuant to the Indenture.

“State” means the State of California.

“Substitute Depository” means a securities depository appointed as successor to DTC under the Indenture.

“Supplemental Indenture” means any indenture hereafter duly authorized and entered into between the Issuer and the Trustee amending or supplementing the Indenture in accordance with the provisions thereof.

“Tax Certificate” means the Tax Certificate and Agreement executed by the Issuer and the Borrower, as amended, supplemented or otherwise modified from time to time.

“Termination Date” means (i) initially, the Initial Termination Date, (ii) if the Borrower exercises its first extension option, November 1, 2026*, and (iii) if the Borrower exercises its second extension option, May 1, 2027*, in each case in accordance with the Fannie Mae Forward Commitment and as set forth in a notice of the occurrence of such extension delivered by the Lender to the Trustee, subject to such additional extensions which have not been considered or agreed upon but may nevertheless be granted in the sole discretion of Fannie Mae.

“Trust Estate” means all the property, rights, moneys, securities and other amounts pledged and assigned to the Trustee pursuant to the Indenture.

“Trustee” means U.S. Bank Trust Company, National Association, a national banking association.

“Trustee Fees and Expenses” means, collectively, the Ordinary Trustee Fees and Expenses and the Extraordinary Trustee Fees and Expenses.

“Underwriter” means Stifel, Nicolaus & Company, Incorporated, a Missouri corporation.

* Preliminary; subject to change.

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APPENDIX C
SUMMARY OF CERTAIN PROVISIONS OF THE INDENTURE

The following is a summary of certain provisions of the Indenture which are not described elsewhere in the Official Statement. This summary does not purport to be comprehensive, and reference should be made to the Indenture for a full and complete statement of its provisions.

Authorization, Transfer and Registration, and Terms of Bonds

Authorization of Bonds. The Bonds of the Issuer are authorized by the Indenture to be issued in an aggregate principal amount set forth in the Indenture and shall be issued subject to the terms, conditions and limitations established in the Indenture as provided therein. The Bonds may be executed by or on behalf of the Issuer, authenticated by the Trustee and delivered or caused to be delivered by the Trustee to the original purchasers thereof upon compliance with the requirements set forth in the Indenture.

Execution; Limited Obligation. The Bonds shall be signed by, or bear the facsimile or manual signature of, an Authorized Officer of the Issuer, and attested to by the manual or facsimile signature of an Authorized Officer of the Trustee. In case any one or more of the officers of the Issuer who shall have signed any of the Bonds or whose signature appears on any of the Bonds shall cease to be such officer before the Bonds so signed shall have been actually authenticated or delivered or caused to be delivered by the Trustee or issued by the Issuer, such Bonds may, nevertheless, be authenticated and issued and, upon such authentication, delivery and issue, shall be as binding upon the Issuer as if the persons who signed such Bonds or whose signatures appear on any of the Bonds had not ceased to hold such offices until such delivery. Any Bond may be signed on behalf of the Issuer by such persons as at the actual time of execution of the Bonds shall be duly authorized or hold the proper office in the Issuer, although at the date of issuance and delivery of the Bonds such persons may not have been so authorized or have held such office.

Bonds Mutilated, Lost, Destroyed or Stolen. If any Bond shall become mutilated, the Issuer, at the expense of the owner of such Bond shall execute, and the Trustee shall thereupon authenticate and deliver, a new Bond of like tenor in exchange and substitution for the Bond so mutilated, but only upon surrender to the Trustee of the Bond so mutilated. Every mutilated Bond so surrendered to the Trustee shall be cancelled by it and delivered to, or upon the order of, the Issuer. If any Bond shall be lost, destroyed or stolen, evidence of such loss, destruction or theft may be submitted to the Trustee and, if such evidence shall be satisfactory to it and indemnity satisfactory to the Trustee shall be given, the Issuer, at the expense of the owner of such Bond, shall execute, and the Trustee shall thereupon authenticate and deliver, a new Bond of like tenor. The Trustee may require payment of a sum not exceeding the actual cost of preparing each new Bond authenticated and delivered under this section and of the expenses which may be incurred by the Issuer and the Trustee in connection therewith. Any Bond authenticated and delivered under the provisions of this section in lieu of any Bond alleged to be lost, destroyed or stolen shall constitute an original additional contractual obligation on the part of the Issuer whether or not the Bond so alleged to be lost, destroyed or stolen shall be at any time enforceable by anyone, and shall be equally and proportionately entitled to the benefits of the Indenture with all other Bonds secured by the Indenture. If any such Bond shall have matured, or is about to mature, instead of issuing a new Bond the Trustee may pay the same without surrender thereof upon receipt of the aforementioned indemnity.

Registration, Transfer and Exchange of Bonds; Persons Treated as Owners.

The Issuer shall cause books for the registration, transfer and exchange of the Bonds as provided in the Indenture to be kept by the Trustee, which is constituted and appointed the bond registrar with respect to the Bonds (the "Bond Registrar"). At reasonable times and under reasonable regulations established by the Trustee, said books may be inspected and copied by the Issuer or by owners (or a designated representative thereof) of a majority in aggregate principal amount of the Bonds then Outstanding. The registration of each Bond is transferable by the registered owner thereof in person or by its attorney duly authorized in writing at the designated corporate trust office of the Trustee. Upon surrender for registration of transfer of any Bond at such office, the Trustee shall authenticate and deliver in the name of the transferee or transferees a new Bond of the same maturity or maturities and Authorized Denomination for the same aggregate principal amount. Bonds to be exchanged shall be surrendered at said designated corporate trust office of the Trustee, and the Trustee shall authenticate and deliver in exchange therefor a Bond of equal aggregate principal amount of the same maturity and Authorized Denomination.

All Bonds presented for registration of transfer, exchange or payment (if so required by the Issuer or the Trustee) shall be accompanied by a written instrument or instruments of transfer or authorization for exchange, in form and with guaranty of signature satisfactory to the Trustee, duly executed by the registered owner or by its duly authorized attorney.

The Issuer, the Bond Registrar and the Trustee shall not be required (i) to issue, register the transfer of or exchange any Bonds during a period beginning at the Trustee's opening of business on the applicable Record Date and ending at the Trustee's close of business on the applicable Payment Date; or (ii) to register the transfer of or exchange any Bond selected, called or being called for redemption as provided in the Indenture. No charge shall be made to any Bondholder for the privilege of registration of transfer as provided in the Indenture, but any Bondholder requesting any such registration of transfer shall pay any tax or governmental charge required to be paid therefor.

New Bonds delivered upon any registration of transfer or exchange shall be valid obligations of the Issuer, evidencing the same debt as the Bonds surrendered, shall be secured by the Indenture and shall be entitled to all of the security and benefits hereof to the same extent as the Bonds surrendered. The person in whose name any Bond is registered shall be deemed the owner thereof by the Issuer and the Trustee, and any notice to the contrary shall not be binding upon the Issuer or the Trustee. Notwithstanding anything in the Indenture to the contrary, to the extent the Bonds are Book Entry Bonds, the provisions of the Indenture shall govern the exchange and registration of Bonds.

Redemption of Bonds

The Bonds are subject to mandatory redemption under the Indenture as follows:

Series F-1 Bonds — Mandatory Redemption Prior to MBS Delivery Date. On any Series F-1 Bond Payment Date that occurs prior to or during the month in which the MBS is delivered to the Trustee, the Series F-1 Bonds are subject to mandatory redemption in part in an amount equal to the amount due on the first day of the month in which such Payment Date occurs as shown in the Permanent Loan Amortization Schedule, payable with respect to principal first, from money on deposit in the Series F-1 Collateral Fund Account and second, from money on deposit in the Series F-1 Bond Proceeds Fund Account, and with respect to interest, from money on deposit in the Series F-1 Revenue Fund Account.

Series F-1 Bonds — Mandatory Redemption Upon Failure to Convert or Failure to Purchase the MBS by the MBS Delivery Date Deadline. The Series F-1 Bonds are subject to mandatory redemption in whole five (5) calendar days after the MBS Delivery Date Deadline at a Redemption Price equal to 100% of the Outstanding principal amount thereof, plus interest accrued but unpaid from the first day of the month in which the last Payment Date occurred to such redemption date, if either the Conversion Date or the MBS Delivery Date has not occurred on or prior to the MBS Delivery Date Deadline, as such date may be extended, payable with respect to principal first, from money on deposit in the Series F-1 Collateral Fund Account and second, from money on deposit in the Series F-1 Bond Proceeds Fund Account, and with respect to premium, if any, and interest, from money on deposit in the Series F-1 Revenue Fund Account.

Series F-1 Bonds — Mandatory Redemption on the MBS Delivery Date. The Series F-1 Bonds are subject to mandatory redemption in part on the MBS Delivery Date at a Redemption Price equal to 101% of the principal amount of the Series F-1 Bonds to be redeemed, plus interest accrued but unpaid from the first day of the month in which the last Payment Date occurred to the MBS Delivery Date, in an amount equal to the difference between (i) the principal amount of the MBS purchased on the MBS Delivery Date and (ii) the aggregate principal amount of the Series F-1 Bonds Outstanding as of the first day of the month in which the MBS Delivery Date occurred, payable with respect to principal first, from money on deposit in the Series F-1 Collateral Fund Account and second, from money on deposit in the Series F-1 Bond Proceeds Fund Account, and with respect to interest and premium, if any, from money on deposit in the Series F-1 Revenue Fund Account and other Eligible Funds.

Series F-1 Bonds — Mandatory Redemption Following the MBS Delivery Date. Following the MBS Delivery Date, the Series F-1 Bonds are subject to mandatory redemption in whole or in part one Business Day after the date on which each principal payment or prepayment is received pursuant to the MBS, at a Redemption Price equal to 100% of the principal amount, plus interest and premium, if any, received pursuant to the MBS.

Series F-1 Bonds — Mandatory Redemption in Lieu of Exchange. The Bonds are subject to mandatory redemption in whole or in part in the event the Issuer elects pursuant to the Indenture to redeem a Beneficial Owner's Series F-1 Bonds for an amount equal to the Cash Value in lieu of delivering to the Beneficial Owner of the Series F-1 Bonds its proportionate interest in the MBS based upon its proportionate interest in the Series F-1 Bonds. Any such redemption shall be made in the amounts, from the sources and in accordance with the provisions of the Indenture.

Series F-2 Bonds — Mandatory Redemption for Failure to Remarket. The Series F-2 Bonds are subject to mandatory redemption in whole at a redemption price of 100% of the Outstanding principal amount thereof, plus accrued interest to the Redemption Date, on any Mandatory Tender Date upon the occurrence of any of the following events: (i) the Borrower has previously elected not to cause the remarketing of the Series F-2 Bonds; (ii) the conditions to remarketing set forth in the Indenture have not been met by the dates and times set forth therein; or (iii) the proceeds of a remarketing on deposit in the Remarketing Proceeds Account at 11:00 a.m. Local Time on the Mandatory Tender Date are insufficient to pay the purchase price of the Outstanding Series F-2 Bonds on such Mandatory Tender Date. Series F-2 Bonds subject to redemption in accordance with this paragraph shall be redeemed from (i) amounts on deposit in the Series F-2 Collateral Fund Account, (ii) amounts on deposit in the Series F-2 Negative Arbitrage Subaccount of the Negative Arbitrage Account of the Revenue Fund, (iii) amounts on deposit in the Series F-2 Bond Proceeds Fund Account, and (iv) any other Eligible Funds available or made available for such purpose at the written direction of the Borrower.

Series F-2 Bonds — Optional Redemption of Series F-2 Bonds. The Series F-2 Bonds are subject to optional redemption, in whole but not in part, by the Issuer at the written direction of the Borrower on any date on or after the later to occur of (i) the date the Project is complete and placed in service by the Borrower (as evidenced by a certificate of occupancy for the Project delivered by the Borrower to the Trustee), accompanied by a letter from the Borrower confirming that the Project is placed in service for purposes of Section 42 of the Code and (ii) the Initial Mandatory Tender Date (the "Optional Redemption Date") at a redemption price equal to 100% of the principal amount of the Bonds plus accrued interest, but without premium, to the Optional Redemption Date. After the Initial Remarketing Date, the Borrower, in consultation with the Remarketing Agent, may establish an optional redemption date with respect to any subsequent Remarketing Period and, thereafter, the Bonds are subject to optional redemption in whole or in part by the Issuer at the written direction of the Borrower (with delivery of a Cash Flow Projection and written notice to the Trustee at least 30 days prior to the proposed redemption date and, in the case of a redemption in part, specifying the principal amount of the Bonds to be redeemed) on or after the applicable redemption date at a redemption price of 100% of the principal amount of such Bonds to be redeemed plus accrued interest to the applicable redemption date.

Notwithstanding anything to the contrary in the Indenture, the Series F-1 Bonds are not subject to optional redemption, but are subject to redemption prior to maturity in connection with a prepayment of the Permanent Loan as set forth in the Indenture, including but not limited to mandatory redemption of the Series F-1 Bonds in connection with the Borrower's optional prepayment of the Series F-1 Bond Loan Note in whole or in part in accordance with the terms thereof.

Notice of Redemption

Anytime the Bonds are subject to redemption in whole or in part pursuant to the Indenture, the Trustee, in accordance with the provisions of the Indenture, shall give at least five (5) calendar days' notice, in the name of the Issuer, of the redemption of the Series F-1 Bonds and at least five (5) but not more than ten (10) calendar days' notice, in the name of the Issuer, of the redemption of the Series F-2 Bonds, which notice shall specify the following: (i) the maturity and principal amounts of the Bonds to be redeemed; (ii) the CUSIP number, if any, of the Bonds to be redeemed; (iii) the date of such notice; (iv) the issuance date for such Bonds; (v) the interest rate on the Bonds to be redeemed; (vi) the redemption date; (vii) any conditions to the occurrence of the redemption; (viii) the place or places where amounts due upon such redemption will be payable; (ix) the Redemption Price; (x) the Trustee's name and address with a contact person and a phone number; and (xi) that on the redemption date, the Redemption Price shall be paid. Notice delivered as required in this heading "Notice of Redemption" with respect to a redemption described under the heading "Series F-1 Bonds – Mandatory Redemption Upon Failure to Convert or Failure to Purchase the MBS by the MBS Delivery Date Deadline," above, may be rescinded and annulled on or before the redemption date set forth in such notice if (i) the MBS is delivered on or prior to such redemption date or (ii) the MBS Delivery Date Deadline is extended pursuant to the Indenture. Neither the giving of such notice by the Trustee nor the receipt of

such notice by the Bondholders shall be a condition precedent to the effectiveness of any such redemption. With respect to a mandatory redemption pursuant to the heading “Mandatory Redemption for Failure to Remarket,” the notice of Mandatory Tender provided to Holders pursuant to the Indenture shall serve as the notice of redemption required by this section and shall satisfy the requirements of this section, and no further notice of redemption will be required to the Bondholders.

The Bonds to be redeemed in part pursuant to the Indenture will be selected in accordance with the operational arrangements of DTC or any successor Substitute Depository, and any partial prepayments pursuant thereto shall be made in accordance with the “Pro Rata Pass-Through Distributions of Principal” procedures of DTC or comparable procedures of any successor Substitute Depository.

In the event that the MBS has not been purchased by, and delivered to the Trustee, ten (10) Business Days prior to the MBS Delivery Date Deadline (as such date may be extended under the Indenture), the Trustee shall provide ten (10) Business Days prior to the MBS Delivery Date Deadline, written notice of such non-purchase to the Borrower, the Lender, the Issuer and the Underwriter.

Notices of optional redemption of the Series F-2 Bonds shall be revocable in the event that there is not on deposit with the Trustee prior to the date of redemption money sufficient to pay the redemption price of the Series F-2 Bonds to be redeemed or, in the case of any redemption premium on the Series F-2 Bonds, there are not on deposit Eligible Funds sufficient to pay such redemption premium.

Notwithstanding this section, no prior notice shall be a prerequisite to the effectiveness of any redemption under the heading “Redemption” which redemption shall occur and be effective irrespective of whether the Trustee fulfills its obligation to provide the notice with respect to the heading “Redemption,” above, required under this heading “Notice of Redemption.”

Payment of Redemption Price

With respect to any redemption pursuant to the heading “Redemption” above, notice having been given in the manner provided in the heading “Notice of Redemption” above (or not required to be given as a result of a redemption pursuant to the heading “Redemption” above), and all conditions to the redemption contained in such notice, if applicable, having been met, the Bonds so called for redemption shall become due and payable on the redemption date so designated at the Redemption Price specified in the heading “Redemption” above, and upon presentation and surrender thereof at the offices specified in such notice, together with, in the case of Bonds presented by other than the registered owner, a written instrument of transfer duly executed by the registered owner or its duly authorized attorney; provided, however, that so long as the Bonds are registered in the name of the Depository, payment for such redeemed Bonds shall be made in accordance with the Representation Letter of the Issuer. If, on the redemption date, moneys for the redemption of all of the Bonds to be redeemed, together with all accrued interest on such Bonds, (which, with respect to the Series F-1 Bonds only, shall equal all interest accrued on the MBS) if delivered, to the redemption date, shall be held by the Trustee so as to be available therefor on said date and if notice of redemption shall have been given as aforesaid, then, from and after the redemption date, interest on the Bonds so called for redemption shall cease to accrue.

Extension of MBS Delivery Date Deadline

At any time prior to the MBS Delivery Date Deadline, the Borrower may extend the MBS Delivery Date Deadline by (i) providing to the Trustee, the Lender, the Rating Agency, the Issuer and the Underwriter written notice of any extension of the MBS Delivery Date Deadline, (ii) depositing with the Trustee Eligible Funds for the credit of the Series F-1 Negative Arbitrage Subaccount of the Revenue Fund in an amount, taking into account amounts already on deposit therein, sufficient to pay interest due on the Series F-1 Bonds to the date that is five (5) calendar days after the extended MBS Delivery Date Deadline (the “Extension Deposit”), (iii) delivering to the Trustee and the Rating Agency a Cash Flow Projection establishing the sufficiency of the Extension Deposit, and (iv) delivering to the Trustee confirmation by the Rating Agency of the then-current rating on the Series F-1 Bonds. Extension Deposits may continue to be made by or on behalf of the Borrower until the MBS Delivery Date occurs or the Borrower declines to make an Extension Deposit resulting in a mandatory redemption of the Series F-1 Bonds pursuant to the Indenture; provided, however, the MBS Delivery Date Deadline may not be extended to a date that is later than the fourth

anniversary of the Bond Dated Date unless prior to any extension beyond such date there shall be filed with the Trustee and the Issuer an opinion of Bond Counsel to the effect that such extension will not, in and of itself, adversely affect the exclusion of interest on the Bonds from gross income for Federal income tax purposes. The cost of such opinion shall be the sole responsibility of the Borrower.

Conversion on or Prior to Termination Date; Delivery of MBS

Conversion on or Prior to Termination Date. If the Conversion Date occurs on or prior to the Termination Date, the Borrower shall cause to be delivered to the Trustee (i) a Cash Flow Projection and (ii) Eligible Funds, if any, as set forth in the Cash Flow Projection.

Delivery of MBS. The MBS shall be registered in the name of the Trustee or its designee. The obligation of the Trustee to purchase the MBS on the MBS Delivery Date shall be subject to receipt by the Trustee of written notification from the DUS Lender upon which the Trustee may rely and act without further investigation certifying that the MBS duly executed by Fannie Mae is available for purchase by the Trustee at the MBS Purchase Price, and the Trustee shall confirm that such MBS meets the following requirements:

- (i) the MBS shall bear interest at the Pass-Through Rate payable on the 25th day of each month, commencing on the 25th day of the month following the month in which the Trustee purchases the MBS, or if any such 25th day is not a Business Day, the next succeeding Business Day, and have a final maturity date that is the same as the Bond Maturity Date; and
- (ii) the MBS shall be acquired by the Trustee on behalf of the Issuer, shall be held at all times by the Trustee in trust for the benefit of the Bondholders and shall be held only in book-entry form through the United States Federal Reserve Bank book-entry system, pursuant to which the MBS shall have been registered on the records of the Federal Reserve Bank in the name of the Trustee.

The MBS shall be registered in the name of the Trustee or its designee. Upon purchase of the MBS on the MBS Delivery Date, the Trustee shall post a notification to this effect on the Electronic Municipal Market Access website of the Municipal Securities Rulemaking Board.

Pledge of Trust Estate

The pledge and assignment of and the security interest granted in the Trust Estate pursuant to the granting clauses of the Indenture, subject to the Reserved Rights, for the payment of the principal of, premium, if any, and interest on the Bonds, in accordance with their terms and provisions, and for the payment of all other amounts due under the Indenture, shall attach, be perfected and be valid and binding from and after the time of the delivery of the Bonds by the Trustee or by any person authorized by the Trustee to deliver the Bonds. The Trust Estate so pledged and then or thereafter received by the Trustee shall immediately be subject to the lien of such pledge and security interest without any physical delivery thereof or further act, and the lien of such pledge and security interest shall be valid and binding and prior to the claims of any and all parties having claims of any kind in tort, contract or otherwise against the Issuer irrespective of whether such parties have notice thereof.

Establishment of Funds

The Trustee shall establish, maintain and hold in trust the following funds, each of which shall be maintained by the Trustee as a separate and distinct fund or account, and each of which shall be disbursed and applied only as authorized in the Indenture:

- (a) Revenue Fund, including therein (i) a Series F-1 Revenue Fund Account, (ii) a Series F-2 Revenue Fund Account, (iii) a Negative Arbitrage Account, including therein a Series F-1 Negative Arbitrage Subaccount and Series F-2 Negative Arbitrage Subaccount; (iv) a Remarketing Proceeds Account;
- (b) Bond Proceeds Fund, including therein (i) a Series F-1 Bond Proceeds Fund Account and (ii) a Series F-2 Bond Proceeds Fund Account;

- (c) Collateral Fund, including therein (i) a Series F-1 Collateral Fund Account and (ii) a Series F-2 Collateral Fund Account;
- (d) Costs of Issuance Fund, and therein a Remarketing Expense Account; and
- (e) Rebate Fund.

Application of Funds on MBS Delivery Date

On the MBS Delivery Date, the Trustee shall remit to the DUS Lender as payment for the MBS, an amount equal to the aggregate principal amount of the MBS (from amounts on deposit in the Series F-1 Collateral Fund Account and, to the extent sufficient funds are not otherwise available in the Series F-1 Collateral Fund Account, from the Series F-1 Bond Proceeds Fund Account), plus accrued and unpaid interest on the MBS at the Pass-Through Rate from the first of the month in which the MBS was delivered to, but not including, the MBS Delivery Date (from amounts on deposit in the Series F-1 Revenue Fund Account, and, to the extent amounts in the Series F-1 Revenue Fund Account are insufficient for such purposes, from the Series F-1 Negative Arbitrage Subaccount).

Revenue Fund

(a) (i) On any Series F-1 Bond Payment Date that occurs prior to or during the month in which the MBS is delivered to the Trustee, the Trustee shall disburse from the Series F-1 Revenue Fund Account (and, to the extent amounts in the Series F-1 Revenue Fund Account, are insufficient for such purposes, from the Series F-1 Negative Arbitrage Subaccount), an amount equal to the amount of interest due on the Series F-1 Bonds pursuant to the Permanent Loan Amortization Schedule and (ii) on each Series F-2 Bond Payment Date, the Trustee shall disburse from the Series F-2 Revenue Fund Account (and, to the extent amounts in the Series F-2 Revenue Fund Account are insufficient for such purposes, from the Series F-2 Negative Arbitrage Subaccount) an amount equal to the amount of principal and interest due on the Series F-2 Bonds.

(b) There shall be deposited into the Series F-1 Negative Arbitrage Subaccount and the Series F-2 Negative Arbitrage Subaccount, as applicable, the Series F-1 Negative Arbitrage Deposit and the Series F-2 Negative Arbitrage Deposit. Any Extension Deposit shall be deposited into the Series F-1 Negative Arbitrage Subaccount or the Series F-2 Negative Arbitrage Subaccount, as applicable.

(c) There shall be deposited into the Series F-1 Revenue Fund Account, as and when received, (i) following the MBS Delivery Date, all moneys received by the Trustee representing principal payments or repayments, and premium, if any, under the MBS, together with all other amounts required pursuant to the Indenture to be deposited therein, (ii) accrued interest on the Series F-1 Bonds from the Bond Dated Date to the Closing Date, (iii) any other amounts specified in the Indenture, and (iv) all moneys received by the Trustee representing interest payments under the MBS, to be held therein pending distribution in accordance with the terms of the Indenture.

(d) There shall be deposited into the Series F-2 Revenue Fund Account all amounts paid by the Borrower pursuant to the Financing Agreement.

(e) On the MBS Delivery Date, the Trustee shall remit from the Series F-1 Revenue Fund Account (and, to the extent amounts in the Series F-1 Revenue Fund Account are insufficient for such purposes, from the Series F-1 Negative Arbitrage Subaccount) to the DUS Lender accrued and unpaid interest on the MBS at the Pass-Through Rate from the first calendar day of the month in which the MBS was delivered.

(f) On the first Business Day following the Payment Date in the first full month following the MBS Delivery Date, the Trustee shall return to the Borrower any amounts then on deposit in the Series F-1 Negative Arbitrage Subaccount of the Negative Arbitrage Account of the Revenue Fund that were deposited with respect to the Series F-1 Bonds and shall immediately close such Account. Following redemption of the Series F-2 Bonds, amounts remaining in the Series F-2 Subaccount of the Negative Arbitrage Account shall be paid to the Borrower.

(g) On the first Business Day following receipt of any MBS Revenues and the deposit thereof into the Series F-1 Revenue Fund Account pursuant to subsection (f) above, the Trustee shall pay to the owners of the Series F-1 Bonds all amounts so received from money on deposit in the Series F-1 Revenue Fund Account. All payments of principal and interest shall be paid to Bond owners in proportion to the principal amount of Bonds owned by each Bond owner as set forth on the records of the Trustee at the close of business on the applicable Record Date.

(h) If the Trustee does not receive a scheduled payment on the MBS by 5:00 p.m. Eastern Time on the 25th day of any month (or the next succeeding Business Day if such day of the month is not a Business Day), the Trustee shall immediately notify Fannie Mae and immediately demand payment under the terms of the guaranty thereof.

(i) The Trustee is authorized to release Excess Funds from the Series F-2 Negative Arbitrage Subaccount to or upon the direction of the Borrower, upon receipt by the Trustee of (1) a written notice from the Borrower to the Trustee to release such Excess Funds, and (2) a Cash Flow Projection acceptable to the Rating Agency and prepared in accordance with the terms hereof.

Bond Proceeds Fund

[Except in the case of the Series F-1 Negative Arbitrage Transfer,] upon (a) deposit of Eligible Funds into the applicable Account of the Collateral Fund, if any, as provided under the heading “Collateral Fund” below, (b) delivery of a corresponding requisition executed by an Authorized Borrower Representative (and approved by the Lender and the Issuer) in the form of an exhibit attached to the Financing Agreement and (c) subject to the provisions of the Indenture, the Trustee shall disburse Bond Proceeds in an amount equal to such corresponding deposit made into the applicable Account of the Collateral Fund to fund Project Costs pursuant to such requisition. Prior to making any such disbursement from the applicable Account of the Bond Proceeds Fund, the Trustee shall confirm that, with respect to each of the Series F-1 Bonds and the Series F-2 Bonds, as applicable, the aggregate principal amount that will be held in both (a) the applicable Account of the Collateral Fund and (b) the applicable Account of the Bond Proceeds Fund, after the requested disbursement, will at least equal the then-Outstanding principal amount of the Series F-1 Bonds and the Series F-2 Bonds, as applicable and, notwithstanding anything to the contrary, the Trustee shall not disburse money from the Bond Proceeds Fund (except to pay amounts due on the Bonds pursuant to the Indenture), unless and until Eligible Funds in an amount equal to or greater than the requested disbursement amount have been deposited into the applicable Account of the Collateral Fund; provided, however, that the Trustee shall transfer funds from the applicable Account of the Bond Proceeds Fund to the applicable Account of the Collateral Fund upon receipt of an opinion of Bond Counsel to the effect that such transfer shall not cause the interest on any of the Bonds to be or become includible in the gross income of the owners thereof for federal income tax purposes. To the extent money on deposit in the applicable Account of the Bond Proceeds Fund is invested in Eligible Investments that have not yet matured, the Trustee is authorized by the Indenture to make the following sale and exchange, which sale and exchange shall occur prior to the disbursement of amounts on deposit in the applicable Account of the Bond Proceeds Fund to pay Project Costs without the need to sell or terminate such Eligible Investments prior to their stated maturity date: (i) sell all or a portion of the Eligible Investments in the applicable Account of the Bond Proceeds Fund, in the amount specified in the request for disbursement, to the applicable Subaccount of the Collateral Fund for a price of par and (ii) transfer a like amount of available funds from the applicable Account of the Collateral Fund to the applicable Account of the Bond Proceeds Fund representing Bond Proceeds, as the purchase price thereof.

Upon the satisfaction of the provisions set forth in this section, the Trustee shall be irrevocably and unconditionally obligated to disburse Bond Proceeds from the applicable Account of the Bond Proceeds Fund equal to the amount deposited to the applicable Account of the Collateral Fund, as set forth in the corresponding requisition and to the extent the Trustee is unable to do so, the Trustee shall return the amount deposited into the applicable Account of the Collateral Fund, within one Business Day of receipt of such deposit to the party that made such deposit as set forth in the requisition.

The Trustee shall not disburse any amounts on deposit in the Series F-1 Bond Proceeds Fund Account until all amounts on deposit in the Series F-2 Bond Proceeds Fund Account have been applied to pay Project Costs.

On the Closing Date, the Trustee shall transfer amounts permitted under the Indenture, if any, and no additional amounts shall be disbursed from the Bond Proceeds Fund except in accordance with the Indenture.

To the extent sufficient funds are not otherwise available to the Trustee, including money on deposit in the applicable Account of the Revenue Fund, the applicable Account of the Collateral Fund or the applicable Subaccount of the Negative Arbitrage Account, the Trustee shall transfer from the applicable Account of the Bond Proceeds Fund to the applicable Account of the Revenue Fund sufficient money to pay amounts due on the Series F-1 Bonds or Series F-2 Bonds, as applicable, pursuant to the Indenture.

On the MBS Delivery Date, amounts remaining in the Series F-1 Bond Proceeds Fund Account shall be used by the Trustee in the following order: (i) to the extent sufficient funds are not otherwise available in the Series F-1 Collateral Fund Account, to pay the MBS Purchase Price, (ii) to transfer funds to the Series F-1 Revenue Fund Account in an amount equal to the difference, if any, between (x) the aggregate principal amount of and interest due on the Bonds Outstanding as of the first day of the month in which the MBS Delivery Date occurs and (y) the principal amount of the MBS purchased on the MBS Delivery Date, plus interest accrued but unpaid to the redemption date, for redemption pursuant to the Indenture, and (iii) to pay any remaining Project Costs as approved by the Lender and the Issuer in writing.

Collateral Fund

The Trustee shall deposit into the applicable Account of the Collateral Fund all Eligible Funds received pursuant to the Financing Agreement and any other Eligible Funds received by the Trustee for deposit into the applicable Account of the Collateral Fund. Except as otherwise permitted under the Indenture [and with respect to the Series F-1 Negative Arbitrage Transfer], the Financing Agreement requires the Borrower to cause Eligible Funds to be paid to the Trustee for deposit into the applicable Account of the Collateral Fund in a principal amount equal to, and as a prerequisite to the disbursement of, the corresponding amount of Bond Proceeds on deposit in the applicable Account of the Bond Proceeds Fund to be disbursed by the Trustee to pay Project Costs.

Subject to the provisions of the Indenture, (i) until the purchase of the MBS on the MBS Delivery Date, each deposit into the Series F-1 Collateral Fund Account shall constitute an irrevocable deposit solely for the benefit of the holders of the Series F-1 Bonds, and (ii) each deposit into the Series F-2 Collateral Fund Account shall constitute an irrevocable deposit solely for the benefit of the holders of the Series F-2 Bonds.

Money in the Collateral Fund shall be used by the Trustee as follows: (i) to the extent money is not otherwise available, the Trustee shall transfer from the applicable Account of the Collateral Fund to the applicable Account of the Revenue Fund an amount necessary to pay amounts due on the applicable Bonds pursuant to the Indenture and (ii) on the MBS Delivery Date the Trustee shall use money in the Series F-1 Collateral Fund Account (and, to the extent there are not sufficient funds on deposit in the Series F-1 Collateral Fund Account, from the Series F-1 Bond Proceeds Fund Account) to pay for the principal amount of MBS.

The Bonds shall not be, and shall not be deemed to be, paid or prepaid by reason of any deposit into the Collateral Fund unless and until the amount on deposit in the applicable Subaccount of the Collateral Fund is transferred to the applicable Subaccount of the Revenue Fund and applied to the payment of the principal of any of the Bonds, or the principal component of the redemption price of any of the Bonds, all as provided in the Indenture.

Notwithstanding anything herein to the contrary, the Trustee is authorized to transfer amounts permitted under the Indenture, if any, without a corresponding deposit of Eligible Funds into the Collateral Fund.

Investment of Funds

The moneys held by the Trustee shall constitute trust funds for the purposes of the Indenture. Any moneys attributable to each of the Funds and Accounts under the Indenture shall be invested by the Trustee at the written direction or telephonic direction (promptly confirmed in writing) of the Borrower in Eligible Investments which, except as otherwise provided in the Indenture, mature or are redeemable at par, without penalty, on the date on which such funds are expected to be needed for the purposes for which they are held. Notwithstanding anything in the Indenture to the contrary, except as otherwise set forth in this sentence, all amounts in the Revenue Fund, the Bond Proceeds Fund and the Collateral Fund shall be invested solely in Eligible Investments; provided, however, that following the MBS Delivery Date, payments received with respect to the MBS shall be held uninvested. All

investment earnings from amounts on deposit in the Bond Proceeds Fund, the Revenue Fund and the Collateral Fund shall be credited to the applicable Account of the Revenue Fund. If the Trustee does not receive written direction or telephonic directions (promptly confirmed in writing) from the Borrower regarding the investment of funds, the Trustee shall invest solely in Eligible Investments described in clause (b) of the definition of Eligible Investments, which shall mature or be redeemable at par without penalty at the times set forth in the Indenture. The Trustee may make any and all such investments through its own banking department or the banking department of any affiliate.

Eligible Investments representing an investment of moneys attributable to any Fund or Account shall be deemed at all times to be a part of such Fund. Subject to the following sentence, investments shall be sold at the best price obtainable (at least par) whenever it shall be necessary to do so in order to provide moneys to make any transfer, withdrawal, payment or disbursement from such Fund. With respect to the Series F-1 Bonds, prior to the MBS Delivery Date, at the direction of the Borrower, the Trustee is permitted to invest in Eligible Investments that mature on or before the MBS Delivery Date Deadline but is not permitted to sell or otherwise dispose of such Eligible Investment prior to maturity at a price below par without first receiving (i) a Cash Flow Projection and (ii) Eligible Funds, if any, as set forth in the Cash Flow Projection. With respect to the Series F-2 Bonds, prior to the Initial Mandatory Tender Date, at the direction of the Borrower, the Trustee is permitted to invest in Eligible Investments that mature on or before the Initial Mandatory Tender Date but is not permitted to sell or otherwise dispose of such Eligible Investment prior to maturity at a price below par without first receiving (i) a Cash Flow Projection and (ii) Eligible Funds, if any, as set forth in the Cash Flow Projection. In the case of any required transfer of moneys to another such Fund, such investments may be transferred to that Fund in lieu of the required moneys if permitted by the Indenture as an investment of moneys in that Fund. Following the Closing Date, at the direction of the Borrower, the Trustee is permitted to purchase, sell or exchange Eligible Investments with a Cash Flow Projection. Notwithstanding anything in the Indenture to the contrary, (i) earnings received by the Trustee with respect to Eligible Investments purchased for the purpose of paying debt service on the Bonds shall be held uninvested and (ii) Bond Proceeds and the Negative Arbitrage Deposit shall be held uninvested until the Trustee has purchased, sold or exchanged Eligible Investments.

All Eligible Investments acquired by the Trustee pursuant to the Indenture shall be purchased in the name of the Trustee and shall be held for the benefit of the Bondholders pursuant to the terms of the Indenture. The Trustee shall take such actions as shall be necessary to assure that such Eligible Investments are held pursuant to the terms of the Indenture and are subject to the trust and security interest created in the Indenture.

The Trustee shall not be liable or responsible for any loss resulting from any investment made in accordance with the Indenture. The Trustee or its affiliates may act as sponsor, principal or agent in the acquisition or disposition of investments. The Trustee may commingle investments made under the Funds and Accounts established under the Indenture, but shall account for each separately. The Trustee does not have any obligation to monitor the ratings of any Eligible Investments.

In computing for any purpose under the Indenture the amount in any Fund or Account on any date, obligations so purchased shall be valued at the lower of cost or par exclusive of accrued interest, and may be so valued as of any time within four (4) days prior to such date.

The Issuer acknowledges that regulations of the Comptroller of the Currency grant the Borrower the right to receive brokerage confirmations of the security transactions as they occur. The Borrower specifically waives such notification to the extent permitted by law and will receive periodic cash transaction statements that will detail all investment transactions.

Particular Covenants

Payment of Bonds. Subject to the other provisions of the Indenture, the Issuer shall duly and punctually pay or cause to be paid, solely from amounts available in the Trust Estate, the principal of, premium, if any, and interest on the Bonds, at the dates and places and in the manner described in the Bonds, according to the true intent and meaning thereof. The Bonds are not a general obligation of the Issuer and are payable solely from the Trust Estate.

The payment and other obligations of the Issuer with respect to the Bonds are intended to be, and shall be, independent of the payment and other obligations of the issuer or maker of the Bond Loan Notes, the Mortgage Note

and the MBS, even though the principal amount of all three instruments is expected to be identical, except in the case of a default with respect to one or more of the instruments.

Tax Covenants. The Issuer shall not knowingly take any action that will cause the interest paid on the Bonds to be includable in gross income for federal income tax purposes or to be subject to personal income taxation by the State. In furtherance of the foregoing covenant, the Issuer particularly covenants and agrees with the holders of the Bonds as follows:

(a) No part of the Bond Proceeds or any other funds of the Issuer shall be used by the Issuer at any time directly or indirectly to acquire securities or obligations, the acquisition of which, or which in any other manner, would cause any Bond to be an arbitrage bond as defined in Section 148 of the Code and any applicable Regulations promulgated thereunder.

(b) The Issuer will not take any action or knowingly permit or 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 and any applicable Regulations promulgated thereunder.

In the event of a conflict between the provisions set forth under this sub-heading “Tax Covenants” and the Tax Certificate, the provisions of the Tax Certificate shall control.

Extension of Payment of Bonds. The Issuer shall not directly or indirectly extend or assent to the extension of the maturity of the principal due on any of the Bonds or the time of payment of interest due on the Bonds. If the time for payment of any such claims for interest shall be extended through any other means, such Bonds or claims for interest shall not be entitled in case of any default under the Indenture to any payment out of the Trust Estate or the funds (except funds held in trust for the payment of particular Bonds pursuant to the Indenture) held by the Trustee, except subject to the provisions of the Indenture and subject to the prior payment of the principal of all Bonds issued and Outstanding the maturity of which has occurred and has not been extended and of such portion of the accrued interest on the Bonds which is not represented by such extended claims for interest.

If an Extension Deposit has not been made pursuant to the Indenture, such that the aggregate balance in the Series F-1 Bond Proceeds Fund Account, the Series F-1 Collateral Fund Account and the Series F-1 Revenue Fund Account is equal to 100% of the principal amount of the Series F-1 Bonds plus interest accrued on the Series F-1 Bonds to the date which is five (5) calendar days following the MBS Delivery Date Deadline (as such date may be extended under the Indenture), then the Series F-1 Bonds shall be subject to mandatory redemption as set forth in the Indenture.

Discharge of Indenture

Defeasance.

(a) If all Bonds shall be paid and discharged as provided in this section, then all obligations of the Trustee and the Issuer under the Indenture with respect to all Bonds shall cease and terminate, except only (i) the obligation of the Trustee to pay or cause to be paid to the owners thereof all sums due with respect to the Bonds and to register, transfer and exchange Bonds pursuant to the Indenture, (ii) the obligation of the Issuer to pay or cause to be paid the amounts owing to the Trustee under the Indenture from the Trust Estate, and (iii) the obligation of the Issuer to comply with the Indenture. Any funds held by the Trustee at the time of such termination which are not required for payment to Bondholders or for payment to be made by the Issuer, shall be paid as provided in the Indenture.

Any Bond or portion thereof in an Authorized Denomination shall be deemed no longer Outstanding under the Indenture if paid or discharged in any one or more of the following ways:

(i) by well and truly paying or causing to be paid the principal of, premium, if any, and interest on such Bond which have become due and payable; or

(ii) by depositing with the Trustee, in trust, cash which, together with the amounts then on deposit in the Revenue Fund and dedicated to this purpose, is fully sufficient to pay when due all principal of, and premium, if any, and interest on such Bond to the maturity or earlier redemption date thereof; or

(iii) by depositing with the Trustee, in trust, any investments listed under the definition of Eligible Investments in such amount as in the written opinion of a certified public accountant or nationally recognized verification agent will, together with the interest to accrue on such Government Obligations without the need for reinvestment, be fully sufficient to pay when due all principal of, and premium, if any, and interest on such Bond to the maturity or earlier redemption date thereof, notwithstanding that such Bond shall not have been surrendered for payment.

(b) Notwithstanding the foregoing, no deposit under clauses (ii) and (iii) of subsection (a) above shall be deemed a payment of such Bond until the earlier to occur of:

(i) if such Bond is by its terms subject to redemption within 45 days, proper notice of redemption of such Bond shall have been previously given in accordance with the Indenture to the holder thereof or, in the event such Bond is not by its terms subject to redemption within 45 days of making the deposit under clauses (ii) and (iii) of subsection (a) above, the Issuer shall have given the Trustee irrevocable written instructions to mail by first-class mail, postage prepaid, notice to the holder of such Bond as soon as practicable stating that the deposit required by clauses (ii) or (iii) of subsection (a) above, as applicable, has been made with the Trustee and that such Bond is deemed to have been paid and further stating such redemption date or dates upon which money will be available for the payment of the principal and accrued interest thereon; or

(ii) the maturity of such Bond.

(c) The Trustee shall be entitled to receive a report from a nationally recognized accounting firm to provide for the payment of all Bonds to be defeased pursuant to this section.

(d) In addition to the circumstances described in subsection (a) above, any Bond or portion thereof in an Authorized Denomination shall be deemed no longer Outstanding under the Indenture if and to the extent of an exchange of such Bond or portion thereof for the MBS or a portion thereof or interest therein as provided in the Indenture.

Defaults and Remedies

Events of Default. Each of the following events shall constitute an Event of Default under the Indenture:

(a) On and after the MBS Delivery Date, failure by Fannie Mae to pay principal, interest or premium, if any, due under the MBS (upon such failure, the Trustee shall notify Fannie Mae not later than the next Business Day (all such notices to be promptly confirmed in writing) and require the failure to be remedied);

(b) (i) Failure to pay the principal, interest or premium, if any, on the Series F-1 Bonds when the same shall become due; or (ii) failure to pay any interest or principal on the Series F-2 Bonds when the same shall become due; or

(c) Default in the observance or performance of any other covenant, agreement or condition on the part of the Issuer in the Indenture and the continuation of such default for a period of 90 days after written notice to the Issuer from the Trustee or the registered owners of at least 75% in aggregate principal amount of the Bonds Outstanding at such time specifying such default and requiring the same to be remedied.

The Trustee will immediately notify in writing the Issuer, the Bondholders, the Investor Limited Partner, the DUS Lender, the Construction Lender (but only prior to the Conversion Date) and Fannie Mae after an Authorized

Officer obtains knowledge or receives notice of the occurrence of an Event of Default or an event which would become an Event of Default with the passage of time or the giving of notice, or both.

Acceleration; Rescission of Acceleration.

(a) Upon (i) the occurrence of an Event of Default under item (a) under the heading “Defaults and Remedies – Events of Default,” above, or (ii) prior to the MBS Delivery Date, the occurrence of an Event of Default under item (b) under the heading “Defaults and Remedies – Events of Default,” above, with respect to the Series F-1 Bonds, the Trustee may, and upon the written request of the holders of not less than seventy-five percent (75%) in aggregate principal amount of the Series F-1 Bonds Outstanding, shall declare (and shall deliver written notice of such declaration to the Issuer, the Lender, the Borrower and Fannie Mae) the principal of all Series F-1 Bonds Outstanding, premium, if any, and the interest accrued thereon immediately due and payable.

(b) An Event of Default with respect to the Series F-1 Bonds (i) following the MBS Delivery Date, under item (b) under the heading “Defaults and Remedies – Events of Default,” above, or (ii) under item (c) under the heading “Defaults and Remedies – Events of Default,” above, shall not give rise to an acceleration pursuant to this heading “Acceleration; Rescission of Acceleration,” provided, however, that following such an Event of Default, the holder of one hundred percent (100%) of the Series F-1 Bonds Outstanding may direct the Trustee in writing to transfer the MBS to it or its designee, in which case, the Trustee shall transfer and deliver to such requesting Beneficial Owner the Trustee’s beneficial ownership interest in the MBS. The transfer described in this paragraph shall take effect as set forth in, and shall be governed by, the following terms:

(i) The Trustee shall transfer and deliver to such requesting owner the Trustee’s beneficial ownership interest in the MBS promptly following (i) delivery to the Trustee (via DTC withdrawal or of the Series F-1 Bonds being exchanged, and (ii) payment by the requesting owner of the Trustee’s exchange fee (\$1,000) with respect to such Series F-1 Bonds;

(ii) The MBS will be in book-entry form;

(iii) Transfers of the MBS will be made in accordance with current market practices, including the applicable provisions of the SIFMA’s Uniform Practices for the Clearance and Settlement of Mortgage Backed Securities and Other Related Securities;

(iv) Upon receipt of such Series F-1 Bonds from the requesting Beneficial Owner, the Trustee will promptly cancel the Series F-1 Bonds being exchanged, which will not be reissued;

(v) An MBS delivered in such an exchange will not be exchangeable for Series F-1 Bonds;

(vi) The MBS delivered in such an exchange will also be subject to any applicable disclosure requirements concerning MBSs that have been issued in connection with the multifamily mortgage lending program of a governmental housing finance agency and financed by tax-exempt obligations; and

(vii) Interest on such MBS is not excludable from gross income for federal income tax purposes. Owners of Series F-1 Bonds should consult their own tax advisors concerning that and other tax consequences of any exchange of a Series F-1 Bond for the MBS.

(c) The acceleration of the Series F-1 Bonds will not constitute a default under, or by itself cause the acceleration of, the MBS. If at any time after the Series F-1 Bonds shall have been so declared due and payable, and before any judgment or decree for the payment of the money due shall have been obtained or entered, the Issuer, the Borrower, the Investor Limited Partner or Fannie Mae, as applicable, shall pay to or deposit with the Trustee a sum sufficient to pay all principal of the Series F-1 Bonds then due (other than solely by reason of such declaration) and all unpaid installments of interest (if any) on all the Bonds then due with interest at the rate borne by the Series F-1 Bonds on such overdue principal and (to the extent legally enforceable) on such overdue installments of interest, and the reasonable expenses of the Trustee shall have been made good or cured or adequate provisions shall have been made therefor, and all other defaults under the Indenture have been made good or cured or waived in writing by the

holders of a majority in principal amount of the Series F-1 Bonds Outstanding, then and in every case, the Trustee on behalf of the holders of all the Series F-1 Bonds shall rescind and annul such declaration and its consequences; but no such rescission and annulment shall extend to or shall affect any subsequent Event of Default, nor shall it impair or exhaust any right or power consequent thereon.

(d) Upon the occurrence of an Event of Default under item (b) under the heading “Defaults and Remedies – Events of Default,” above, with respect to the Series F-2 Bonds, the Trustee may, and upon the written request of the Holders of not less than a majority in aggregate principal amount of the Series F-2 Bonds Outstanding, by a notice in writing delivered to the Issuer and the Borrower, shall, declare the principal of all of the Series F-2 Bonds Outstanding (if not then due and payable), and the interest accrued thereon, to be due and payable immediately. Upon the occurrence of any Event of Default with respect to the Series F-2 Bonds described in Section 8.01(c), the Trustee may, with the written consent of all Holders of the Series F-2 Bonds Outstanding, declare by a notice in writing delivered to the Issuer and the Borrower, the principal of all Series F-2 Bonds Outstanding (if not then due and payable), and the interest accrued thereon, to be due and payable immediately. Following such declaration, interest on any unpaid principal or Redemption Price of Series F-2 Bonds Outstanding shall continue to accrue from such date through but not including the tender of payment to the Holders of those Series F-2 Bonds.

Other Remedies; Rights of Bondholders. Subject to the Indenture, upon the happening and continuance of an Event of Default, the Trustee in its own name and as trustee of an express trust, on behalf and for the benefit and protection of the holders of the Series F-1 Bonds or the Bonds, as applicable, may also proceed to protect and enforce any rights of the Trustee and, to the full extent that the holders of such Bonds themselves might do, the rights of such Bondholders under the laws of the State or under the Indenture by such of the following remedies as the Trustee shall deem most effectual to protect and enforce such rights:

(a) By pursuing any available remedies under the Financing Agreement, the Regulatory Agreement or the MBS; provided, that available remedies under the MBS may only be pursued following an Event of Default under paragraph (a) under the heading “Events of Default,” above, or paragraph (b) under the heading “Events of Default,” above, with respect to the Series F-1 Bonds;

(b) Upon an Event of Default under paragraph (a) under the heading “Events of Default” above only, by realizing or causing to be realized through sale or otherwise upon the security pledged under the Indenture (including the sale or disposition of the MBS); and

(c) By action or suit in equity, to enjoin any acts or things which may be unlawful or in violation of the rights of the Bondholders and to execute any other papers and documents and do and perform any and all such acts and things as may be necessary or advisable in the opinion of the Trustee in order to have the respective claims of the Bondholders against the Issuer allowed in any bankruptcy or other proceeding.

If an Event of Default shall have occurred, and if requested by the holders of not less than 75% (or 100% as set forth in paragraph (b) under “Acceleration; Rescission of Acceleration” above) in aggregate principal amount of the Series F-1 Bonds or the Series F-2 Bonds Outstanding, and upon being indemnified to its satisfaction, the Trustee shall be obligated to exercise one or more of the rights and powers conferred by the Indenture as the Trustee, being advised by counsel, shall deem to be in the best interests of the Bondholders subject to the limitations set forth above and in the Indenture.

No right or remedy by the terms of the Indenture conferred upon or reserved to the Trustee (or to the Bondholders) is intended to be exclusive of any other right or remedy, but each and every such right and remedy shall be cumulative and shall be in addition to any other right or remedy given to the Trustee or to the Bondholders under the Indenture, the Financing Agreement, the Regulatory Agreement or the MBS or now or hereafter existing at law or in equity.

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

No waiver of any default or Event of Default under the Indenture, whether by the Trustee or by the Bondholders, shall extend to or shall affect any subsequent default or Event of Default or shall impair any rights or remedies consequent thereon.

For avoidance of doubt, no Event of Default with respect to the Series F-1 Bonds shall, on its own, constitute an Event of Default with respect to the Series F-2 Bonds, and vice versa.

Waivers of Events of Default. The Trustee shall waive any Event of Default under the Indenture and its consequences and rescind any declaration of maturity of principal of, premium, if any, and interest on the Series F-1 Bonds or the Series F-2 Bonds, as applicable, upon the written request of the holders of a majority in aggregate principal amount of all of the Series F-1 Bonds or the Series F-2 Bonds, as applicable, Outstanding with respect to which there is an Event of Default; provided, however, that there shall not be waived (a) any default in the payment of the principal amount of any Bonds at the date of maturity specified therein or upon proceedings for mandatory redemption, or (b) any default in the payment when due of the interest or premium, if any, on any such Bonds, unless prior to such waiver or rescission all arrears of interest, with interest (to the extent permitted by law) at the rate borne by the Bonds in respect of which such Event of Default shall have occurred on overdue installments of interest or all arrears of payments of principal or premium, if any, when due (whether at the stated maturity thereof or upon proceedings for mandatory redemption) as the case may be, and all expenses of the Trustee in connection with such monetary default, shall have been paid or provided for, and in case of any such waiver or rescission, the Issuer, the Borrower, the Trustee and the Bondholders shall be restored to their former positions and rights under the Indenture respectively.

No such waiver or rescission shall extend to any subsequent or other default, or impair any right consequent thereto; and no delay or omission of the Trustee or of any Bondholders 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 such Event of Default, or acquiescence therein.

Termination of Proceedings. In case any proceeding taken by the Trustee on account of any Event of Default shall have been discontinued or abandoned for any reason or determined adversely to the Trustee, then in every such case the Issuer, the Borrower, the Trustee and the Bondholders shall be restored to their former positions and rights under the Indenture, respectively, and all rights, remedies, powers and duties of the Trustee shall continue as though no such proceeding had been taken.

No Interference or Impairment of MBS. Notwithstanding any other provision of the Indenture to the contrary, following the MBS Delivery Date, so long as the MBS remains outstanding and Fannie Mae is not in default in its payment obligations thereunder, neither the Issuer, the Trustee nor any person under their control shall, without the prior written consent of Fannie Mae, exercise any remedies or direct any proceedings under the Indenture with respect to the Series F-1 Bonds other than to (a) enforce rights under the MBS, (b) enforce the tax covenants in the Indenture and the Financing Agreement, (c) enforce rights of specific performance under the Regulatory Agreement, or (d) enforce the Issuer's Reserved Rights; provided, however, that any enforcement under subsections (b) or (c) above shall not include seeking monetary damages other than actions for the Issuer Fees and Expenses or the Trustee Fees and Expenses.

Concerning the Trustee

Trustee. U.S. Bank Trust Company, National Association is appointed by the Indenture as Trustee. The Trustee shall signify its acceptance of the duties and obligations imposed upon it by the Indenture by executing the Indenture.

Acceptance of the Trusts. The Trustee shall not be responsible for any recital in the Indenture, or in the Bonds (except in respect to the certificate of the Trustee endorsed on the Bonds), or for insuring the Project or collecting any insurance moneys, or for the registration, filing or recording or re-registration, re-filing or re-recording of the Indenture or the Mortgage or any financing statements relating to the Indenture or the Mortgage or for the validity of the execution by the Issuer of the Indenture or of any supplements thereto or instruments of further assurance, or for the sufficiency of the security for the Bonds issued under the Indenture or intended to be secured thereby, or for the value or title of the Project or otherwise as to the maintenance of the security thereof. The Trustee

shall not be bound to ascertain or inquire as to the performance or observance of any covenants, conditions or agreements on the part of the Issuer or on the part of the Borrower under the Financing Agreement, except as set forth in the Indenture; but the Trustee may require of the Issuer or the Borrower full information and advice as to their performance of the covenants, conditions and agreements aforesaid. The Trustee acknowledges it has assumed certain duties of the Issuer under the Financing Agreement and the Regulatory Agreement.

Fees, Charges and Expenses of Trustee. Notwithstanding any provision to the contrary in the Indenture, but subject to the limitations set forth in the definition of Extraordinary Trustee Fees and Expenses, the Trustee shall be entitled to payment for reasonable fees for its services rendered under the Indenture and the Financing Agreement and reimbursement for all advances, counsel fees and other expenses reasonably made or incurred by the Trustee (including any co-Trustee) in connection with such services which shall be paid from time to time as provided in the Financing Agreement; provided that no such amounts shall be paid to the Trustee from the Trust Estate (including, but not limited to, the proceeds of the MBS). Upon an Event of Default under paragraph (a) under the heading “Events of Default” above as a result of a failure by Fannie Mae to make payment under the MBS, but only upon such an Event of Default, the Trustee shall have a lien upon the Trust Estate for extraordinary fees, charges and expenses incurred by it. The Issuer shall require the Borrower to indemnify and save harmless the Trustee against any liabilities which the Trustee may incur in the exercise and performance of its powers and duties under the Indenture, the Financing Agreement and the Regulatory Agreement which are not due to its own negligence or willful misconduct, and to reimburse the Trustee for any fees and expenses of the Trustee to the extent they exceed funds available under the Indenture for the payment thereof, subject only to the right of the Borrower to contest the reasonableness of any such fees or the necessity for any such expenses. The Trustee shall continue to perform its duties and obligations under the Indenture until such time as its resignation or removal is effective pursuant to the Indenture.

Merger or Consolidation 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 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 under the Indenture and vested with all of the title to the Trust Estate and all the trusts, powers, discretions, immunities, privileges and all other matters as was its predecessor, without the execution or filing of any instrument or any further act, deed or conveyance on the part of any of the parties to the Indenture, anything in the Indenture to the contrary notwithstanding.

Resignation by Trustee. The Trustee and any successor Trustee may at any time resign from the trusts created by the Indenture by giving 30 days’ written notice to the Issuer, the Construction Lender (but only prior to the Conversion Date) and Fannie Mae, and such resignation shall only take effect upon the appointment, pursuant to the Indenture, of, and acceptance by, a successor Trustee. The successor Trustee shall give notice of such succession by first class mail, postage prepaid, to each Bondholder at the address of such Bondholder shown on the Bond Register.

Removal of Trustee. The Trustee may be removed at any time by an instrument or concurrent instruments in writing delivered to the Trustee, Fannie Mae, and the Construction Lender (but only prior to the Conversion Date), and signed by the Issuer (or if an Event of Default shall have occurred and be continuing, by the owners of a majority in aggregate principal amount of the Bonds then Outstanding, in which event such instrument or instruments in writing shall also be delivered to the Issuer) provided that such removal shall not take effect until the appointment of a successor Trustee by the Issuer (or by the Bondholders) as provided in the Indenture.

Appointment of Successor Trustee. In case at any time the Trustee or any successor thereto shall resign or shall be removed or shall become incapable of acting, or shall be adjudged a bankrupt or insolvent, or if a receiver, liquidator or conservator of such Trustee or of its property shall be appointed, or if any public officer shall take charge or control of such Trustee or of its property or affairs, a successor may be appointed by the Issuer with the approval of Fannie Mae (if it is not in default in its obligations under the MBS), or if Fannie Mae does not approve a successor the issuer proposes to appoint, or if the Issuer is in default under the Indenture, by the holders of a majority in aggregate principal amount of the Bonds then Outstanding, excluding any Bonds held by or for the account of the Issuer, by an instrument or concurrent instruments in writing signed by such Bondholders, or their attorneys duly authorized in writing, and delivered to such successor Trustee, notification thereof being given to the Issuer, Fannie Mae, the Borrower, the Investor Limited Partner and the predecessor Trustee. If in a proper case no appointment of a successor Trustee shall have been made pursuant to the foregoing provisions of this section within 45 days after the Trustee shall have given to the Issuer written notice as provided in the Indenture or after the occurrence of any other event requiring

or authorizing such appointment, the Trustee or any Bondholder may apply to any court of competent jurisdiction to appoint a successor. The court may thereupon, after such notice, if any, as such court may deem proper and prescribe, appoint a successor Trustee.

Any Trustee appointed under the provisions of this section shall be a bank, trust company or national banking association, having a designated office within the State, having trust powers, with prior experience as trustee under indentures under which multifamily housing revenue bonds of public agencies or authorities are issued, and having a capital and surplus acceptable to the Issuer, the DUS Lender and the Construction Lender (but only prior to the Conversion Date) and Fannie Mae, willing and able to accept the office on reasonable and customary terms in light of the circumstances under which the appointment is tendered and authorized by law to perform all the duties imposed upon it by the Indenture, if there be such an institution meeting such qualifications willing to accept such appointment.

Transfer of Rights and Property to Successor Trustee. Any successor Trustee appointed under the Indenture shall execute, acknowledge and deliver to its predecessor Trustee, and also to the Issuer and Fannie Mae, and any Bondholder which shall request the same, an instrument accepting such appointment, and thereupon such successor Trustee, without any further act, deed or conveyance, shall become fully vested with all moneys, estates, properties, rights, powers, duties and obligations of such predecessor Trustee, with like effect as if named in the Indenture as such Trustee, but the Trustee ceasing to act shall nevertheless, on the written request of the Issuer, Fannie Mae or the successor Trustee, execute, acknowledge and deliver such instruments of conveyance and further assurance and do such other things as reasonably may be required for more fully and certainly vesting and confirming in such successor Trustee all the right, title and interest of the predecessor Trustee in and to any properties held by it under the Indenture, and shall pay over, assign and deliver to the successor Trustee any money or other property subject to the trusts and conditions set forth in the Indenture. Should any deed, conveyance or instrument in writing from the Issuer be required by such successor Trustee for more fully and certainly vesting in and confirming to such successor Trustee any such moneys, estates, properties, rights, powers and duties, any and all such deeds, conveyances and instruments in writing, on request, and so far as may be authorized by law, shall be executed, acknowledged and delivered by the Issuer.

Collection of MBS Payments. Following the MBS Delivery Date, the Trustee shall cause the MBS to be registered in the name of the Trustee or in the name of the nominee of the Trustee with such additional recitals as appropriate to indicate that the MBS is to be held by the Trustee in its capacity as Trustee under the Indenture subject to the provisions of the Indenture. In the event that any amount payable to the Trustee under the MBS is not received by the Trustee within one Business Day of the date such payment is due, the Trustee shall notify Fannie Mae or (if directed by Fannie Mae) the paying agent for the MBS by telephone (such notification to be immediately confirmed by Electronic Means) that such payment has not been received in a timely manner and request that such payment be made by wire transfer of immediately available funds to the account of the Trustee or such custodian, as the case may be.

Supplemental Indentures

Supplemental Indentures Effective upon Acceptance. For any one or more of the following purposes and at any time or from time to time, the Issuer and the Trustee may enter into a Supplemental Indenture which, upon the execution and delivery thereof by the Issuer and by the Trustee, and with the prior written consent of Fannie Mae (but only in connection with the Series F-1 Bonds), the DUS Lender and the Construction Lender (but only prior to the Conversion Date), but without the necessity of consent of the Bondholders, shall be fully effective in accordance with its terms:

- (a) To add to the covenants or agreements of the Issuer contained in the Indenture other covenants or agreements to be observed by the Issuer or to otherwise revise or amend the Indenture in a manner which are/is not materially adverse to the interests of the Bondholders;
- (b) To add to the limitations or restrictions contained in the Indenture other limitations or restrictions to be observed by the Issuer which are not contrary to or inconsistent with the provisions of the Indenture as theretofore in effect;
- (c) To surrender any right, power or privilege reserved to or conferred upon the Issuer in the Indenture, provided that the surrender of such right, power or privilege is not contrary to or inconsistent with

the covenants and agreements of the Issuer contained in the Indenture and is not materially adverse to the interests of the Bondholders;

(d) To confirm, as further assurance, any pledge of the Trust Estate under the Indenture and the subjection to any lien on or pledge of the Trust Estate created or to be created by the Indenture;

(e) To appoint a co-trustee or successor Trustee or successor co-trustee;

(f) To cure any ambiguity, supply any omission or cure or correct any defect or inconsistent provision in the Indenture;

(g) To insert such provisions clarifying matters or questions arising under the Indenture as are necessary or desirable and are not materially adverse to the interests of the Bondholders; and

(h) To make such changes and modifications that are necessary or desirable to provide for all interest, principal and premium, if any, paid with respect to the Bonds are in the exact respective amounts of the payments of interest, principal and premium paid under and pursuant to the MBS.

Supplemental Indentures Requiring Consent of Bondholders. In addition to those amendments to the Indenture which are authorized under the heading “Supplemental Indentures Effective Upon Acceptance” above, any modification or amendment of the Indenture may be made by a Supplemental Indenture with the written consent, given as hereinafter provided under the heading “Consent of Bondholders” below, of Fannie Mae (but only in connection with the Series F-1 Bonds) and the holders of at least two thirds in aggregate principal amount of the Bonds Outstanding at the time such consent is given; provided, however, that no such modification or amendment shall (a) permit a change in the terms of redemption or maturity of the principal amount of any Outstanding Bond or an extension of the date for payment of any installment of interest thereon or a reduction in the principal amount of, premium, if any, or the rate of interest on any Outstanding Bond without the consent of the holder of such Bond, (b) reduce the proportion of Bonds the consent of the holders of which is required to effect any such modification or amendment or to effectuate an acceleration of the Bonds prior to maturity, (c) permit the creation of a lien on the Trust Estate pledged under the Indenture prior to or on a parity with the lien of the Indenture, (d) deprive the holders of the Bonds of the lien created by the Indenture upon the Trust Estate (except as expressly provided in the Indenture), without (with respect to (b) through (d)) the consent of the holders of all Bonds then Outstanding, or (e) change or modify any of the rights or obligations of the Trustee without the written consent thereto of the Trustee.

Consent of Bondholders. The Issuer and the Trustee may, at any time, execute and deliver a Supplemental Indenture making a modification or amendment permitted by the provisions under the heading “Supplemental Indentures Requiring Consent of Bondholders” above, to take effect when and as provided in this section. A copy of such Supplemental Indenture (or brief summary thereof or reference thereto in a form approved by the Trustee), together with a request to Bondholders for their consent thereto in form satisfactory to the Trustee, shall be mailed by the Trustee to the Bondholders. Such Supplemental Indenture shall not be effective unless there shall have been filed with the Trustee (a) the written consents of Fannie Mae (but only in connection with the Series F-1 Bonds) and the holders of the proportion of Outstanding Bonds specified under the heading “Supplemental Indentures Requiring Consent of Bondholders” above, and (b) an Opinion of Bond Counsel stating that such Supplemental Indenture has been duly and lawfully entered into by the Issuer in accordance with the provisions of the Indenture, is authorized or permitted by the provisions of the Indenture, and, when effective, will be valid and binding upon the Issuer. Each such consent of the Bondholders shall be effective only if accompanied by proof of the holding, at the date of such consent, of the Bonds with respect to which such consent is given, which proof shall be such as is permitted by the Indenture. A certificate or certificates by the Trustee that it has examined such proof and that such proof is sufficient under the provisions of the Indenture shall be conclusive that the consents have been given by the holders of the Bonds described in such certificate or certificates. Any such consent shall be binding upon the holder of the Bonds giving such consent and upon any subsequent holder of such Bonds and of any Bonds issued in exchange therefor (whether or not such subsequent holder thereof has notice thereof). At any time after the holders of the required proportion of Bonds shall have filed their consents to such Supplemental Indenture, the Trustee shall make and file with the Issuer a written statement that the holders of such required proportion of Bonds have filed and given such consents. Such written statement shall be conclusive that such consents have been so filed and have been given. Within 90 days after filing such statement, the Trustee shall mail to the Bondholders a notice stating in substance that such Supplemental

Indenture (which may be referred to as a Supplemental Indenture executed by the Issuer on a stated date, a copy of which is on file with the Trustee) has been consented to by the holders of the required proportion of Bonds and will be effective as provided in this section, but failure to mail such notice shall not prevent such Supplemental Indenture from becoming effective and binding as provided in this section. The Trustee shall file with the Issuer proof of the mailing of such notice to the Bondholders. A record, consisting of the papers required or permitted by this Section to be filed with the Trustee, shall be proof of the matters therein stated. Such Supplemental Indenture making such modification or amendment shall be deemed conclusively binding upon the Issuer, the Trustee and the holders of all Bonds upon the execution thereof and the filing by the Trustee with the Issuer of the statement that the required proportion of Bondholders have consented thereto.

The Issuer may conclusively rely upon the Trustee's determination that the requirements of this section have been satisfied.

Modification by Unanimous Consent. Notwithstanding anything contained in the foregoing provisions of the Indenture, the terms and provisions of the Indenture and the rights and obligations of the Issuer and the Bondholders under the Indenture, in any particular, may be modified or amended in any respect upon execution and delivery of a Supplemental Indenture by the Issuer and the Trustee making such modification or amendment and the consent to such Supplemental Indenture of Fannie Mae (but only in connection with the Series F-1 Bonds), the DUS Lender, the Construction Lender (but only prior to the Conversion Date) and the holders of all of the Bonds then Outstanding, such consent to be given and proved as provided under the heading "Consent of Bondholders" above except that no notice to Bondholders shall be required; provided, however, that no such modification or amendment shall change or modify any of the rights or obligations of the Trustee without the written assent thereto of the Trustee, in addition to the consent of the Bondholders.

Miscellaneous Provisions

No Recourse on Bonds. All covenants, stipulations, promises, agreements and obligations of the Issuer contained in the Indenture shall be deemed to be the covenants, stipulations, promises, agreements and obligations of the Issuer and not of any of its officials, officers, agents or employees or members of its governing body, past, present or future, in his or her individual capacity, and no recourse shall be had for the payment of the principal of, premium, if any, or Redemption Price or purchase price of or interest on the Bonds or for any claim based thereon or under the Indenture or any other Issuer Documents or the Financing Documents against any such member, officer, employee or agent of the Issuer, past, present or future, or any natural person executing the Bonds.

EXHIBIT A TO APPENDIX C

FORM OF NOTICE OF REQUEST TO EXCHANGE

City of San José
Multifamily Housing Mortgage-Backed Bonds (Parkmoor) Series 2023F-1 (M-TEMS) (FN)

The undersigned Beneficial Owner of City of San José Multifamily Housing Mortgage-Backed Bonds (Parkmoor) Series 2023F-1 (M-TEMS) (FN) (the “Series F-1 Bonds”), hereby requests U.S. Bank Trust Company, National Association (the “Trustee”) to exchange Series F-1 Bonds in an original face amount and current principal amount equal to \$ _____ and \$ _____, respectively, for a like original face amount and current principal amount of the MBS. The Series F-1 Bonds were issued pursuant to an Indenture of Trust dated as of October 1, 2023 (the “Indenture”), by and between City of San José (the “Issuer”) and the Trustee. The undersigned has arranged with its securities dealer (and/or DTC participant) to deliver such Series F-1 Bonds to the Trustee (via DTC withdrawal or Deposit/Withdrawal At Custodian (“DWAC”)) on or before the business day next succeeding the date hereof (such business day being the “Exchange Date”). Once the Issuer has validated the exchange requested hereby and the DTC DWAC has been verified and approved by the Trustee, the Trustee is hereby requested to deliver free the above-referenced original face and current principal amount of the MBS using the automated book-entry system maintained by the Federal Reserve Banks acting as depositories for the issuer of the MBS in accordance with the Beneficial Owner’s Fed delivery instructions. Such MBS will be (1) in book-entry form and (2) transferred in accordance with current market practices, including the applicable provisions of the SIFMA’s Uniform Practices for the Clearance and Settlement of Mortgage-Backed Securities and Other Related Securities. The undersigned Beneficial Owner shall pay the Trustee’s exchange fee in the amount of \$1,000 by wire transfer on the Exchange Date. If the Exchange Date is subsequent to a Record Date and prior to a corresponding Payment Date for the Series F-1 Bonds, the Trustee shall wire the applicable principal and interest payments on the Series F-1 Bonds to the undersigned Beneficial Owner using the wire instructions set forth below. The undersigned acknowledges that the submission of this notice of request (the “Notice”) is subject to all of the terms and conditions of the Indenture.

Capitalized terms used in this Notice but not defined herein shall have the meanings assigned such terms in the Indenture.

Dated: _____

Signature: _____

SIGNATURE GUARANTEED:

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

Beneficial Owner’s Fed delivery instructions:

Beneficial Owner’s wire instructions: [_____]

Trustee’s wire instructions: [_____]

APPENDIX D
SUMMARY OF CERTAIN PROVISIONS OF THE FINANCING AGREEMENT

The following is a summary of certain provisions of the Financing Agreement which are not described elsewhere in the Official Statement. This summary does not purport to be comprehensive, and reference should be made to the Financing Agreement for a full and complete statement of its provisions.

Definitions

Capitalized terms used but not defined herein shall have the meanings given them in the Indenture and the Financing Agreement.

Issuance of Bonds

The Issuer has authorized the issuance of the Bonds in the aggregate principal amounts set forth in the Financing Agreement and Bonds in such amounts shall be issued and Outstanding as of the Closing Date. The obligations of the Issuer, the Trustee and the Borrower under the Financing Agreement are expressly conditioned upon (i) the sale, issuance and delivery of the Bonds, (ii) receipt by the Trustee of the amounts set forth in the Indenture, (iii) the making of the Construction Loan by the Construction Lender and (iv) the making of the Permanent Loan on the Conversion Date. Neither the Issuer, the Lender, the Trustee nor Fannie Mae shall have any liability for any fees, costs or expenses, including, without limitation, issuance costs relating to the Bonds; all of such fees, costs and expenses shall be paid by the Borrower.

The Bonds will be issued pursuant to the Indenture in the aggregate principal amount, will bear interest, will mature and will be subject to redemption, mandatory tender and remarketing as set forth therein. The Borrower has approved the terms and conditions of the Indenture and the Bonds, and the terms and conditions under which the Bonds will be issued, sold and delivered and will comply with those provisions of the Indenture that contemplate action by the Borrower, all as if the Borrower were a party to the Indenture.

Sources, Deposits and Uses

The Trustee shall apply the amounts deposited into the Series F-1 Bond Proceeds Fund Account and the Series F-1 Collateral Fund Account as provided in the Indenture to secure the Series F-1 Bonds until the MBS Delivery Date and then to purchase the MBS. The Trustee shall apply the amounts deposited into the Series F-2 Bond Proceeds Fund Account and the Series F-2 Collateral Fund Account as provided in the Indenture to secure the Series F-2 Bonds until the Initial Mandatory Tender Date and then to redeem the Series F-2 Bonds unless the conditions to remarketing set forth in the Indenture are satisfied. The Borrower accepts the Construction Loan from the Construction Lender, upon the terms and conditions set forth in the Construction Loan Documents. The Borrower accepts the Permanent Loan from the DUS Lender, upon the terms and conditions set forth in the Financing Agreement, in the Permanent Loan Documents and in the Indenture, and subject to the terms and conditions of the Regulatory Agreement. The Issuer has caused the proceeds of the Bonds to be provided to the Trustee for deposit to the Bond Proceeds Fund. The Borrower acknowledges its obligation to pay all amounts necessary to pay principal of, premium, if any, and interest on the Bonds as provided in the Indenture. The Borrower has made arrangements for the delivery to the Trustee of the MBS and of certain other Eligible Funds and proceeds of the Bonds as contemplated in the Financing Agreement and the Indenture. Payments on the MBS received by the Trustee shall be credited to amounts due from the Borrower for payment of principal of, premium, if any, and interest on the Series F-1 Bonds.

Notification of Prepayment of Bond Loan Notes and Mortgage Note

The Borrower shall notify the Trustee promptly of the receipt of any prepayment of the Bond Loan Note and the Mortgage Note, whether upon acceleration, by reason of application of insurance or condemnation proceeds, optional prepayment or otherwise. If such prepayment of the Series F-1 Bond Loan Note or the Mortgage Note results in revisions to the Permanent Loan Amortization Schedule, the Lender shall provide the revised Permanent Loan Amortization Schedule to the Trustee.

Collateral Payments

In consideration of and as a condition to the disbursement of Bond proceeds in the Bond Proceeds Fund to pay Project Costs (except as otherwise permitted under the Indenture), and to secure the Borrower's obligation to make payments on the Permanent Loan, the Borrower shall cause the delivery of Eligible Funds equal to the amount of the proposed disbursement to the Trustee on or before each such disbursement. All such Eligible Funds shall be paid to the Trustee for the account of the Issuer and shall be held in the Collateral Fund and disbursed in accordance with the provisions of the Indenture.

Disbursements From the Bond Proceeds Fund

Subject to the provisions below and so long as no Event of Default under the Financing Agreement has occurred and is continuing for which the principal amount of the Bonds has been declared to be immediately due and payable pursuant to the Financing Agreement and the Indenture, and no Determination of Taxability has occurred, disbursements from the Bond Proceeds Fund shall be made only to pay any of the Project Costs.

Any disbursements from the Bond Proceeds Fund for the payment of Project Costs shall be made by the Trustee only upon the receipt by the Trustee of: (a) a signed requisition in the form attached to the Financing Agreement as an exhibit, on which the Trustee may conclusively rely; and (b) except as otherwise permitted under the Indenture, Eligible Funds in an amount equal to the amount of any such disbursement request for deposit in the Collateral Fund as described under the heading "Collateral Payments" above. The Borrower acknowledges and agrees that it shall submit disbursement requests to the Trustee no more frequently than once each calendar month. Each such disbursement request shall be consecutively numbered and accompanied by a copy of the approval of the Construction Lender (only prior to the Conversion Date) or the Lender of the payments or reimbursements requested. Proceeds of the Bonds disbursed pursuant to the provisions of the Financing Agreement may only be used to pay the Project Costs or as otherwise permitted under the Indenture.

Any disbursement for any item not described in, or the cost for which item is other than as described in, the information statement filed by the Issuer in connection with the issuance of the Bonds as required by Section 149(e) of the Code, and in the notice of public hearing pertaining to the Bonds shall be accompanied by an opinion of Bond Counsel to the effect that such disbursement will not adversely affect the status of the interest on the Bonds as excludible from gross income for federal income tax purposes of the Bondholders (except on Bonds while held by a substantial user or related person, each as defined in the Code).

Any money in the Bond Proceeds Fund remaining after the MBS Delivery Date shall be applied as set forth under the Indenture.

Notwithstanding any provision of the Financing Agreement or any provision of the Indenture to the contrary, except as otherwise permitted under the Indenture, the Trustee shall not disburse funds from the Bond Proceeds Fund unless and until the Trustee confirms that Eligible Funds in the applicable Account of the Collateral Fund plus Eligible Funds in the applicable Account of the Bond Proceeds Fund, less the amount of the requested disbursement from the applicable Account of the Bond Proceeds Fund, is at least equal to the then-Outstanding principal amount of the Series F-1 Bonds or Series F-2 Bonds, as applicable; provided, however, the Trustee shall be permitted to transfer Series F-1 Bond Proceeds upon receipt of an opinion of Bond Counsel to the effect that such transfer shall not cause the interest on any of the Bonds to be or become includible in the gross income of the owners thereof for federal income tax purposes, provided that the result of such transfer is that the amount of Eligible Funds remaining on deposit in the Series F-1 Bond Proceeds Fund Account plus Eligible Funds on deposit in the Series F-1 Collateral Fund Account is at least equal to the then Outstanding principal amount of the Series F-1 Bonds.

Events of Default

Each of the following shall constitute an event of default under the Financing Agreement, and the term "Event of Default" shall mean, whenever used in the Financing Agreement, any one or more of the following events:

(i) Failure by the Borrower to pay any amounts due under the Financing Agreement at the times and in the amounts required by the Financing Agreement; or

(ii) Failure by the Borrower to observe or perform any covenants, agreements or obligations in the Financing Agreement on its part to be observed or performed (other than as provided in clause (i) above) for a period of thirty (30) days after receipt of written notice specifying such failure and requesting that it be remedied, given to the Borrower by any party to the Financing Agreement; provided, however, that if said failure shall be such that it cannot be corrected within such period, it shall not constitute an Event of Default if the failure is correctable without material adverse effect on the Bonds and if corrective action is instituted by the Borrower within such period and diligently pursued until the failure is corrected, and provided further that any such failure shall have been cured within ninety (90) days of receipt of notice of such failure; or

(iii) Breach of any of the covenants, agreements or obligations of the Borrower under or the occurrence of a default which is continuing under the Regulatory Agreement after any applicable notice and cure period, including any exhibits to any of the foregoing; or

(iv) The occurrence of an Event of Default caused by the Borrower under and as defined in the Indenture or under any of the other Financing Documents.

Nothing contained in this section is intended to amend or modify any of the provisions of the Permanent Loan Documents or to bind the Borrower, the Lender or Fannie Mae to any notice and cure periods other than as expressly set forth in the Permanent Loan Documents.

Remedies Upon an Event of Default

(a) Subject to subsection (d) below, whenever any Event of Default shall have occurred and be continuing, the Issuer or the Trustee may take any one or more of the following remedial steps:

(i) By any suit, action or proceeding, pursue all remedies now or hereafter existing at law or in equity to collect all amounts then due and thereafter to become due under the Financing Agreement and the Bond Loan Notes, to enforce the performance of any covenant, obligation or agreement of the Borrower under the Financing Agreement and the Bond Loan Notes (subject to the nonrecourse provisions of the Financing Agreement and the Regulatory Agreement), or to enjoin acts or things which may be unlawful or in violation of the rights of the Issuer or the Trustee.

(ii) Take whatever other action at law or in equity may appear necessary or desirable to enforce any monetary obligation of the Borrower under the Financing Agreement and the Bond Loan Notes or to enforce any other covenant, obligation or agreement of the Borrower under (1) the Financing Agreement, (2) the Regulatory Agreement, or (3) the Bond Loan Notes.

(iii) Have access to and inspect, examine, audit and make copies of the books and records and any and all accounts, data and income tax and other tax returns of the Borrower.

(b) The provisions of subsection (a) of this section are subject to the condition that if, after any Event of Default, except a default under the Regulatory Agreement, (i) all amounts which would then be payable under the Financing Agreement by the Borrower if such Event of Default had not occurred and was not continuing shall have been paid by or on behalf of the Borrower, and (ii) the Borrower shall have also performed all other obligations in respect of which it is then in default under the Financing Agreement and shall have paid the reasonable charges and expenses of the Issuer and the Trustee, including reasonable attorney fees and expenses paid or incurred in connection with such default, then and in every such case, such Event of Default may be waived and annulled by the Trustee, but no such waiver or annulment shall extend to or affect any subsequent Event of Default or impair any right or remedy consequent thereon.

(c) Subject to the limitations of the Regulatory Agreement and the Financing Agreement, the Issuer, without the consent of the Trustee, but only after written notice to the Trustee, the Borrower, the Lender and Fannie Mae, may take whatever action at law or in equity may appear necessary or desirable to enforce performance and observance of any Reserved Right of the Issuer; provided that, the Issuer may not (i) terminate the Financing Agreement or cause the Permanent Loan to become due and payable, (ii) cause the Trustee to declare the principal of all Bonds then Outstanding and the interest accrued thereon to be immediately due and payable, or cause the Trustee to accelerate, foreclose or take any other action or seek other remedies under the Financing Documents, the Permanent Loan Documents or any other documents contemplated thereby or by the Financing Agreement to obtain such performance or observance, (iii) cause the acceleration, foreclosure or taking of any other action or the seeking of any remedies under the Permanent Loan Documents, (iv) knowingly initiate or take any action which would have the effect, directly or indirectly, of impairing the ability of the Borrower to timely pay the principal, interest and other amounts due under the Permanent Loan, or (v) interfere with or attempt to influence the exercise by Fannie Mae of any of its rights under the Financing Documents or the Permanent Loan Documents.

(d) Except as required to be deposited in the Rebate Fund pursuant to the Financing Documents, any amounts collected pursuant to action taken under this section shall, after the payment of the costs and expenses of the proceedings resulting in the collection of such moneys and of the expenses, liabilities and advances incurred or made by the Trustee, the Issuer, the Lender or Fannie Mae and their respective counsel, be applied in accordance with the provisions of the Indenture. No action taken pursuant to this section shall relieve the Borrower from the Borrower's obligations pursuant to the Financing Agreement.

(e) No remedy conferred upon or reserved to the Issuer or the Trustee in the Financing Agreement is intended to be exclusive of any other available remedy or remedies, but each and every such remedy shall be cumulative and shall be in addition to every other remedy now or hereafter existing pursuant to any other agreement at law or in equity or by statute.

(f) Notwithstanding any other provision of the Financing Agreement to the contrary, after the MBS Delivery Date, so long as Fannie Mae is not in default under the MBS, none of the Issuer, the Trustee or any Person under their control shall exercise any remedies or direct any proceedings under the Financing Agreement or the Permanent Loan Documents, other than to (i) enforce rights under the MBS, (ii) enforce the tax covenants in the Indenture and the Financing Agreement, or (iii) enforce rights of specific performance under the Regulatory Agreement; provided, however, that notwithstanding anything in the Financing Agreement to the contrary, this paragraph shall not apply to the Issuer's Reserved Rights.

Notice of Default: Rights to Cure

The Issuer and the Trustee shall each give notice to the other and to the Investor Limited Partners and the Lender of the occurrence of any Event of Default by the Borrower under the Financing Agreement of which it has actual knowledge. The Lender and the Investor Limited Partners shall each have the right, but not the obligation, to cure any such default by the Borrower, and upon performance by the Lender or the Investor Limited Partners to the satisfaction of the Issuer and the Trustee of the covenant, agreement or obligation of the Borrower with respect to which an Event of Default has occurred, the parties to the Financing Agreement shall be restored to their former respective positions, it being agreed that the Lender and the Investor Limited Partners shall each have the right to repayment from the Borrower of moneys it has expended and any other appropriate redress for actions it has taken to cure any default by the Borrower; provided that the Borrower's reimbursement obligation shall be nonrecourse to the same extent as the underlying obligation is non-recourse to the Borrower.

Amendment

The Financing Agreement and all other documents contemplated by the Financing Agreement to which the Issuer is a party may be amended or terminated only if permitted by the Indenture, and no amendment to the Financing Agreement shall be binding upon any party to the Financing Agreement until such amendment is reduced to writing and executed by the parties thereto; provided that no amendment, supplement or other modification to the Financing Agreement or any other Financing Document shall be effective without the prior written consent of the DUS Lender and Fannie Mae.

Limited Liability of the Issuer

The Issuer shall not be obligated to pay the principal (or Redemption Price) of or interest on the Bonds, except from the Trust Estate. Neither the faith and credit nor the taxing power of the State, the City of San José, California, or any political subdivision thereof, nor the faith and credit of the Issuer or any member is pledged to the payment of the principal (or Redemption Price) of, premium, if any, or interest on the Bonds. The Issuer shall not be liable for any costs, expenses, losses, damages, claims or actions, of any conceivable kind on any conceivable theory, under or by reason of or in connection with the Financing Agreement, the Bonds or the Indenture, except only to the extent amounts are received for the payment thereof from the Borrower under the Financing Agreement or from the MBS.

The Borrower acknowledges that the Issuer's sole source of moneys to repay the Bonds will be provided by the Trust Estate, and agrees that if the payments to be made under the Financing Agreement shall ever prove insufficient to pay all principal (or Redemption Price) of, premium, if any, and interest on the Bonds as the same shall become due (whether by maturity, redemption, acceleration or otherwise), then upon notice from the Trustee, the Borrower shall pay such amounts as are required from time to time to prevent any deficiency or default in the payment of such principal (or Redemption Price) of, premium, if any, or interest, including, but not limited to, any deficiency caused by acts, omissions, nonfeasance or malfeasance on the part of the Trustee, the Borrower, the Issuer or any third party, subject to any right of reimbursement from the Trustee, the Issuer or any such third party, as the case may be, therefor.

APPENDIX E
SUMMARY OF CERTAIN PROVISIONS OF THE REGULATORY AGREEMENT

The following is a summary of certain provisions of the Regulatory Agreement and Declaration of Restrictive Covenants (the "Regulatory Agreement"). The summary does not purport to be complete or definitive and is qualified in its entirety by reference to the Regulatory Agreement, copies of which are on file with the Issuer and the Trustee.

All capitalized terms used herein and not otherwise defined shall have the meanings set forth in the Indenture and the Regulatory Agreement.

Residential Rental Property

The Borrower acknowledges and agrees with the Issuer that the Project is to be owned, managed and operated as a "qualified residential rental project" (within the meaning of Section 142(d) of the Code) for a term equal to the Qualified Project Period. To that end, and for the Qualified Project Period, the Borrower represents, covenants, warrants and agrees as follows:

(a) The Project Facilities will be developed for the purpose of providing multifamily residential rental property, and the Borrower will own, manage and operate the Project Facilities as a project to provide multifamily residential rental property comprising a building or structure or several interrelated buildings or structures, together with any functionally related and subordinate facilities, and no other facilities in accordance with Section 142(d) of the Code and Section 1.103 8(b) of the Regulations and the Act, and in accordance with such requirements as may be imposed thereby on the Project from time to time. For purposes of this Section 3(a), the term "functionally related and subordinate facilities" includes facilities for use by the tenants (for example, swimming pools, other recreational facilities and parking areas) and other facilities which are reasonably required for the Project, for example, heating and cooling equipment, trash disposal equipment and units for resident managers and maintenance personnel. Substantially all of the Project will contain such units and functionally related and subordinate facilities.

(b) All of the dwelling units in the Project will be similarly constructed units, and each Low Income Unit in the Project will contain complete separate and distinct facilities for living, sleeping, eating, cooking and sanitation for a single person or a family, including a sleeping area, bathing and sanitation facilities and cooking facilities equipped with a cooking range and oven, a sink and a refrigerator.

(c) None of the dwelling units in the Project will at any time be utilized on a transient basis or will ever be used as a hotel, motel, dormitory, fraternity house, sorority house, rooming house, nursing home, hospital, sanitarium, rest home or trailer court or park.

(d) No part of the Project will at any time be owned by a cooperative housing corporation, nor shall the Borrower take any steps in connection with a conversion to such ownership or uses. Other than filing a condominium map and a final subdivision map on the Project and obtaining a Final Subdivision Public Report from the California Department of Real Estate, the Borrower shall not take any steps in connection with a conversion of the Project to condominium ownership during the Qualified Project Period.

(e) All of the dwelling units (which shall not include any manager units) in the Project will be available for rental on a continuous basis to members of the general public, and the Borrower will not give preference to any particular class or group in renting the dwelling units in the Project, except to the extent of the following: (1) any dwelling units that are required to be leased or rented to Low Income Tenants, (2) the requirements of any regulatory agreement executed between the Borrower and HUD or between the Borrower and a subordinate lender (including the City), (3) the requirements of any Section 8 Housing Assistance Payments Contract with respect to the Project, (4) any preference Borrower gives to a class of persons permitted to be given preference pursuant to the Code, State law and other applicable federal law.

(f) The Project Site consists of a parcel or parcels that are contiguous except for the interposition of a road, street or stream, and all of the Project Facilities comprise a single geographically and

functionally integrated project for residential rental property, as evidenced by the ownership, management, accounting and operation of the Project.

(g) No dwelling unit in the Project shall be occupied by the Borrower; provided, however, that if the Project contains five or more dwelling units, this subsection shall not be construed to prohibit occupancy of not more than one dwelling unit by one or more resident managers or maintenance personnel any of whom may be the Borrower.

(h) The Borrower shall not sell dwelling units within the Project.

(i) The Project shall be managed in a manner consistent with prudent property management standards and in compliance with all state and local laws, ordinances and regulations relating thereto.

(j) Should involuntary noncompliance with the provisions of Regulations Section 1.103-8(b) be caused by fire, seizure, requisition, foreclosure, transfer of title by deed in lieu of foreclosure, change in a federal law or an action of a federal agency after the Closing Date which prevents the Issuer from enforcing the requirements of the Code, or condemnation or similar event, the Borrower covenants that, within a "reasonable period" determined in accordance with the Regulations, and subject to the provisions of the Indenture and the Financing Agreement, it will either prepay the Loans or apply any proceeds received as a result of any of the preceding events to reconstruct the Project to meet the requirements of Section 142(d) of the Code and the Regulations.

The Issuer elects to have the Project meet the requirements of Section 142(d)(1)(B) of the Code.

Low Income Tenants; Records and Reports

In order to satisfy the requirements of Section 142(d) of the Code, the Borrower has represented, covenanted and agreed that:

(a) The Project will be developed for the purpose of providing multifamily residential rental property, and the Borrower will own, manage and operate the Project as a project to provide multifamily residential rental property comprising a building or structure or several interrelated buildings or structures, together with any functionally related and subordinate facilities, and no other facilities in accordance with the Act, and in accordance with such requirements as may be imposed thereby on the Project from time to time.

(b) Commencing on the first day of the Qualified Project Period, Low Income Tenants shall occupy at least 40% of all completed and occupied units in the Project before any additional units are occupied by persons who are not Low Income Tenants; and for the Qualified Project Period no less than 40% of the total number of completed units of the Project shall at all times be rented to and occupied by Low Income Tenants. For the purposes of this subsection (b), a vacant unit which was most recently occupied by a Low Income Tenant is treated as rented and occupied by a Low Income Tenant until reoccupied, other than for a temporary period of not more than 31 days, at which time the character of such unit shall be redetermined. In determining whether the requirements of this subsection (b) have been met, fractions of units shall be treated as entire units.

(c) No tenant qualifying as a Low Income Tenant upon initial occupancy shall be denied continued occupancy of a unit in the Project because, after admission, such tenant's Adjusted Income increases to exceed the qualifying limit for Low Income Tenants; provided, however, that should a Low Income Tenant's Adjusted Income, as of the most recent determination thereof, exceed 140% of the then applicable income limit for a Low Income Tenant of the same family size, the next available unit of comparable or smaller size must be rented to (or held vacant and available for immediate occupancy by) a Low Income Tenant; and provided further that, until such next available unit is rented to a tenant who is not a Low Income Tenant, the former Low Income Tenant who has ceased to qualify as such shall be deemed to continue to be a Low Income Tenant for purposes of the 40% requirement of paragraph (b) of this Section 4

(if applicable). If the Project consists of more than one building, this requirement shall apply on a building by building basis.

(d) The Borrower will obtain, complete and maintain on file Income Certifications from each Low Income Tenant, including (i) an Income Certification dated no later than the day prior to the initial occupancy of such Low Income Tenant in the Project and, in the case of tenants residing in the Project as of the date of issuance of the Bonds (if applicable), dated no later than the day prior to the disbursement of Bond proceeds to fund acquisition and construction of the Project, and (ii) thereafter, annual Income Certifications dated as of the anniversary date of each initial Income Certification. The Borrower will obtain and provide such additional information as may be required in the future by the State, by the Issuer and by Section 142(d) of the Code, as the same may be amended from time to time, or in such other form and manner as may be required by applicable rules, rulings, policies, procedures, Regulations or other official statements now or hereafter promulgated, proposed or made by the Department of the Treasury or the Internal Revenue Service with respect to obligations which are Tax Exempt under Section 142(d) of the Code. A copy of the most recent Income Certification for Low Income Tenants commencing or continuing occupation of a Low Income Unit (and not previously filed with the Issuer) shall be attached to the Certificate of Continuing Program Compliance which is to be filed with the Issuer no later than January 31 of each year until the end of the Qualified Project Period. The Borrower shall make a good faith effort to verify that the income information provided by an applicant in an Income Certification is accurate by obtaining the acceptable forms of verification enumerated in Chapter 3 of the most current, amended edition of HUD Handbook 4350.3, or such instruction by HUD that may supersede this handbook, and any additional documentation that the Issuer shall deem relevant, such as the two most recent years' tax returns or other forms of independent verification reasonably acceptable to the Issuer.

(e) The Borrower will maintain complete and accurate records pertaining to the Low Income Units, and will permit any duly authorized representative of the Issuer, the Lender, the Department of the Treasury or the Internal Revenue Service to inspect the books and records of the Borrower pertaining to the Project during regular business hours and upon reasonable notice, including those records pertaining to the occupancy of the Low Income Units.

(f) The Borrower will prepare and submit to the Issuer and any administrator, no later than the fifteenth day of each month following the receipt by the Issuer of the Completion Certificate to and including the month in which such report indicates that 40% of the occupied units (excluding units occupied by property managers) are occupied by Low Income Tenants, and thereafter no later than March 31 of each year for the prior calendar year (or at the Issuer's request, at the end of each calendar quarter) until the end of the Qualified Project Period, a Certificate of Continuing Program Compliance executed by the Borrower.

(g) On or before each February 1 during the Qualified Project Period, the Borrower will submit to the Issuer a draft of the completed Internal Revenue Service Form 8703 or such other annual certification required by the Code to be submitted to the Secretary of the Treasury as to whether the Project continues to meet the requirements of Section 142(d) of the Code, as may be amended or renumbered. On or before each March 31 (or such other date as may be required by the Code); during the Qualified Project Period, the Borrower will submit such completed form to the Secretary of the Treasury, regardless of whether or not the Issuer has responded to such draft provided that at any point when no Tax Exempt private activity bonds are Outstanding with regards to the Project, but before the end of the Compliance Period, the Borrower may submit to the Issuer (in the same manner specified above) such other annual certification as the Issuer may reasonably require.

(h) Subject to the requirements of any Section 8 Housing Assistance Payments Contract with respect to the Project, each lease or rental agreement pertaining to a Low Income Unit shall contain clauses, among others, wherein each tenant who occupies a Low Income Unit: (i) certifies the accuracy of the statements made in the Income Certification; (ii) agrees that the family income and other eligibility requirements shall be deemed substantial and material obligations of the tenancy of such tenant, that such tenant will comply promptly with all requests for information with respect thereto from the Borrower, the Lender, the Trustee or the Administrator, and that the failure to provide accurate information in the Income Certification or refusal to comply with a request for information with respect thereto shall be deemed a

violation of a substantial obligation of the tenancy of such tenant; (iii) acknowledges that the Borrower has relied on the Income Certification and supporting information supplied by the Low Income Tenant in determining qualification for occupancy of the Low Income Unit, and that any material misstatement in such certification (whether or not intentional) will be cause for immediate termination of such lease or rental agreement; and (iv) agrees that the tenant's income is subject to annual certification in accordance with the Regulatory Agreement and that if upon any such certification such tenant's Adjusted Income exceeds the applicable income limit under the Regulatory Agreement, such tenant may cease to qualify as a Low Income Tenant and such unit's rent is subject to increase.

For purposes of this section, no unit occupied by a resident manager shall be treated as a rental unit during the time of such occupation.

Sale or Transfer of the Project

For the Compliance Period, the Borrower shall not, except as provided below, sell, transfer or otherwise voluntarily dispose of the Project, in whole or in part, without the prior written consent of the Issuer, which consent shall not be unreasonably withheld or delayed if the following conditions are satisfied:

(a) the Issuer has received evidence, reasonably acceptable to the Issuer, that:

(i) the Borrower has not failed to comply under the Regulatory Agreement and no condition exists which could become an Event of Default under the Regulatory Agreement or an Event of Default under the Financing Agreement (as defined in the Financing Agreement), which may be evidenced by a Certificate of Continuing Program Compliance, or the purchaser or assignee undertakes to cure any such failures to comply or conditions with respect to the Regulatory Agreement and the Financing Agreement to the reasonable satisfaction of the Issuer;

(ii) the continued operation of the Project complies with the provisions of the Regulatory Agreement;

(iii) either (A) the purchaser or assignee or its property manager has at least three years' experience in the ownership, operation and management of similar size rental housing projects, and at least one year's experience in the ownership, operation and management of rental housing projects containing below-market-rate units, without any record of material violations of discrimination restrictions or other State or federal laws or regulations or local governmental requirements applicable to such projects, or (B) the purchaser or assignee agrees to retain a property management firm with the experience and record described in subclause (A) above, or (C) the transferring Borrower or its management company will continue to manage the Project for at least one year following such transfer and during such period will provide training to the transferee and its manager in the responsibilities relating to the Low Income Units; and

(iv) the person or entity that is to acquire the Project does not have pending against it, and does not have a history of significant and material building code violations or complaints concerning the maintenance, upkeep, operation, and regulatory agreement compliance of any of its projects as identified by any local, State or federal regulatory agencies;

(b) the execution by the purchaser or assignee of any document reasonably requested by the Issuer with respect to the assumption of the Borrower's obligations under the Regulatory Agreement and, if either of the Bonds is outstanding at the time of transfer, the Financing Agreement, including without limitation an instrument of assumption hereof and thereof, and delivery to the Issuer of an opinion of such purchaser or assignee's counsel to the effect that each such document and the Regulatory Agreement are valid, binding and enforceable obligations of such purchaser or assignee, subject to bankruptcy and other standard limitations affecting creditor's rights;

(c) receipt by the Issuer of an opinion of Tax Counsel to the effect that any such sale, transfer or other disposition will not adversely affect the Tax Exempt status of interest on the Bonds;

(d) receipt by the Issuer and Trustee of all fees and/or expenses then currently due and payable to the Issuer under the Regulatory Agreement and to the Issuer or the Trustee under any of the Construction Loan Documents or the Permanent Loan Documents; and

(e) receipt by the Issuer of evidence of satisfaction of compliance with the provisions of Section 29(d)(i) related to notice to CDLAC of transfer of the Project.

It is expressly stipulated and agreed that any sale, transfer or other disposition of the Project in violation of this Section 13, other than pursuant to a foreclosure or deed in lieu of foreclosure following a default under the Financing Agreement shall be null, void and without effect, cause a reversion of title to the Borrower, and be ineffective to relieve the Borrower of its obligations under the Regulatory Agreement. Nothing in this Section shall affect any provision of any other document or instrument between the Borrower and any other party that requires the Borrower to obtain the prior written consent of such other party in order to sell, transfer or otherwise dispose of the Project.

The written consent of the Issuer to any transfer of the Project shall constitute conclusive evidence that the transfer is not in violation of this Section 13. Upon any sale or other transfer that complies with the Regulatory Agreement, the Borrower shall be fully released from its obligations under the Regulatory Agreement to the extent such obligations have been fully assumed in writing by the transferee of the Project. Except as otherwise provided in the Regulatory Agreement, any transfer of the Project to any entity, whether or not affiliated with the Borrower, shall be subject to the provisions of this Section 13, except as provided immediately below.

Interests in the Borrower may not be transferred without the prior written consent of the Issuer (which consent will not be unreasonably withheld), except as follows:

(i) transfers of the respective interests of the Borrower's limited partner(s) to any entity that is either (A) an affiliate of any limited partner, (B) controlled by, or under common control with, the Equity Investor or any affiliate thereof, or (C) the general partner of the Borrower or an affiliate of the general partner of the Borrower, provided that in the event of a transfer to the general partner of the Borrower or an affiliate of the general partner of the Borrower, the Borrower provides evidence satisfactory to the Issuer that the transfer of such interest or interests will not have a material adverse effect on the operation or finances of the Project;

(ii) transfers of interests among the Borrower's limited partners;

(iii) the pledge and encumbrance of the interest of Borrower's limited partners to or for the benefit of any financial institution that enables the limited partner(s) to make capital contributions to the Borrower; or

(iv) the removal, or withdrawal in lieu of removal, of a general partner of Borrower by a limited partner for cause, provided that the Issuer shall have the right to approve or disapprove any new general partner within 90 days after replacement of the existing general partner (with such approval not being unreasonably withheld).

The Borrower acknowledges that a sale or exchange of 50% or more of the capital and profits interests in the Borrower in any twelve-month period will be treated for federal tax purposes as a change in ownership of the Project at the time the 50% transfer occurs. The Borrower further acknowledges that there is a possibility of some or all of the Bonds being reissued at various points in the financing, including in connection with any remarketing, and that a change in ownership of the Project within six months of a reissuance or refunding of the Bonds will cause the interest paid on the reissued or refunding bonds not to be excluded from gross income for federal tax purposes.

Restrictions on sale or transfer of the Project or of any interest in the Borrower, consent of the Issuer, transfer agreements, transferee criteria and requirements, opinion requirements, assumption fees, transfer fees, penalties and the like shall not apply to any transfer of title to the Project to the Lender or a third party by foreclosure, deed in lieu of foreclosure or comparable conversion of the Loans or to any subsequent transfer by the Lender following foreclosure, deed-in-lieu of foreclosure or comparable conversion of the Loans. Except as provided in Section 13, no such transfer of the Project shall operate to release the Borrower from its obligations under the Regulatory Agreement.

For the Compliance Period, the Borrower shall not: (1) encumber any of the Project or grant commercial leases of any part thereof, or permit the conveyance, transfer or encumbrance of any part of the Project, except pursuant or subordinate to the provisions of the Regulatory Agreement, and upon receipt by the Borrower of an opinion of Tax Counsel to the effect that such action will not adversely affect the Tax Exempt status of interest on the Bonds, or except upon a sale, transfer or other disposition of the Project in accordance with the terms of the Regulatory Agreement; (2) demolish any part of the Project or substantially subtract from any real or personal property of the Project, except to the extent that what is removed is replaced with comparable property; or (3) permit the use of the dwelling accommodations of the Project for any purpose except rental residences.

Term

The Regulatory Agreement and all and several of the terms of the Regulatory Agreement shall become effective upon its execution and delivery, and shall remain in full force and effect for the Compliance Period and, except as provided in Section 6(f) of the Regulatory Agreement, shall terminate at the end of the Compliance Period, it being expressly agreed and understood that the provisions of the Regulatory Agreement are intended to survive the retirement of the Bonds and discharge of the Indenture and the Financing Agreement.

The terms of the Regulatory Agreement to the contrary notwithstanding, the requirements of the Regulatory Agreement shall terminate and be of no further force and effect (i) in the event of involuntary noncompliance with the provisions of the Regulatory Agreement caused by fire, seizure, requisition, change in a federal law or an action of a federal agency after the Closing Date that prevents the Issuer from enforcing such provisions, or condemnation or (ii) foreclosure, transfer of title by deed in lieu of foreclosure (whereby a third party shall take possession of the Project), or a similar event, but only if, in the case of either (i) or (ii), within a reasonable period, either the Bonds are retired or amounts received as a consequence of such event are used to provide a project that meets the requirements of the Regulatory Agreement; provided, however, that the preceding provisions of this sentence shall cease to apply and the restrictions contained in the Regulatory Agreement shall be reinstated if, at any time subsequent to the termination of such provisions as the result of the foreclosure or the delivery of a deed in lieu of foreclosure or a similar event, the Borrower or any related person (within the meaning of Section 1.103-10(e) of the Regulations) obtains an ownership interest in the Project for federal income tax purposes. The Borrower agrees that, following any foreclosure, transfer of title by deed in lieu of foreclosure or similar event, neither the Borrower nor any such related person as described above will obtain an ownership interest in the Project for federal tax purposes. Notwithstanding any other provision of the Regulatory Agreement, the Regulatory Agreement may be terminated upon agreement by the Issuer and the Borrower, upon receipt by the Issuer and the Lender of an opinion of Tax Counsel to the effect that such termination will not adversely affect the exclusion from gross income of interest on the Bonds for federal income tax purposes. Upon the termination of the terms of the Regulatory Agreement, the parties to the Regulatory Agreement agree to execute, deliver and record appropriate instruments of release and discharge of the terms of the Regulatory Agreement; provided, however, that the execution and delivery of such instruments shall not be necessary or a prerequisite to the termination of the Regulatory Agreement in accordance with its terms.

Covenants to Run With the Land

Notwithstanding Section 1461 of the California Civil Code, the Borrower subjects the Project (including the Project Site) to the covenants, reservations and restrictions set forth in the Regulatory Agreement. The Issuer and the Borrower declare their express intent that the covenants, reservations and restrictions set forth in the Regulatory Agreement shall be deemed covenants running with the land and shall pass to and be binding upon the Borrower's successors in title to the Project; provided, however, that on the termination of the Regulatory Agreement said covenants, reservations and restrictions shall expire. Each and every contract, deed or other instrument hereafter executed covering or conveying the Project or any portion thereof shall conclusively be held to have been executed,

delivered and accepted subject to such covenants, reservations and restrictions, regardless of whether such covenants, reservations and restrictions are set forth in such contract, deed or other instruments.

Default; Enforcement

(a) If the Borrower defaults in the performance or observance of any covenant, agreement or obligation of the Borrower set forth in the Regulatory Agreement, and if such default remains uncured for a period of 60 days after written notice thereof shall have been given by the Issuer to the Borrower, or for a period of 60 days from the date the Borrower should, with reasonable diligence, have discovered such default, then the Issuer shall declare an “Event of Default” to have occurred under the Regulatory Agreement; provided, however, that if the default is of such a nature that it cannot be corrected within 60 days, such default shall not constitute an Event of Default under the Regulatory Agreement so long as (i) the Borrower institutes corrective action within said 60 days and diligently pursues such action until the default is corrected and (ii) in the opinion of Tax Counsel, the failure to cure said default within 60 days will not adversely affect the Tax Exempt status of interest on the Bonds. The Issuer consents to any correction of a default on the part of the Borrower under the Regulatory Agreement made by a limited partner of the Borrower on behalf of the Borrower within the time periods provided in this Section. The Issuer shall have the right to enforce the obligations of the Borrower under the Regulatory Agreement within shorter periods of time than are otherwise provided in the Regulatory Agreement if necessary to ensure compliance with the Act or the Code.

(b) Following the declaration of an Event of Default under the Regulatory Agreement, Issuer may, at its option, take any one or more of the following steps in addition to all other remedies provided by law or equity:

(i) by mandamus or other suit, action or proceeding at law or in equity, including injunctive relief, require the Borrower to perform its obligations and covenants under the Regulatory Agreement or enjoin any acts or things which may be unlawful or in violation of the rights of the Issuer under the Regulatory Agreement;

(ii) have access to and inspect, examine and make copies of all or any portion of the books and records of the Borrower pertaining to the Project;

(iii) require the Borrower to pay to the Issuer an amount equal to the excess rent or other amounts received by the Borrower for any units in the Project that were in violation of the Regulatory Agreement during the period such violation continued (which payment shall not reduce the amount due under the Loans);

(iv) with the consent of the Lender, declare a default under the Financing Agreement and proceed with any remedies provided therein; and

(v) take such other action at law or in equity as may appear necessary or desirable to enforce the obligations, covenants and agreements of the Borrower under the Regulatory Agreement.

(c) The Borrower agrees that specific enforcement of the Borrower’s agreements contained in the Regulatory Agreement is the only means by which the Issuer may fully obtain the benefits of such agreements made by the Borrower in the Regulatory Agreement, and the Borrower therefore agrees to the imposition of the remedy of specific performance against it in the case of any Event of Default by the Borrower under the Regulatory Agreement.

(d) All fees, costs and expenses of the Issuer incurred in taking any action pursuant to this Section shall be the sole responsibility of the Borrower, and shall be paid by the Borrower promptly following written demand of the Issuer delivered to the Borrower.

(e) Notwithstanding anything contained in the Regulatory Agreement to the contrary:

(i) The occurrence of an event of default under the Regulatory Agreement shall not under any circumstances whatsoever, be or be deemed to be a default under the Construction Loan Documents and/or

the Permanent Loan Documents, except as may be otherwise specified in the Construction Loan Documents and/or the Permanent Loan Documents.

(ii) The Issuer, upon the occurrence of an event of default under the Regulatory Agreement, may not seek, in any manner, to (i) cause or direct acceleration of the Loans, (ii) cause the Trustee to prepay the Bonds or to declare the principal of the Bonds and the interest accrued on the Bonds to be immediately due and payable or (iii) cause the Trustee to take any other action under any of the Construction Loan Documents, any of the Permanent Loan Documents or any other documents which action would or could have the effect of achieving any one or more of the actions, events or results described in the preceding clauses (i) and (ii); and

(iii) Subject to the provisions of the Financing Agreement, under no circumstances shall the Issuer: (i) initiate or take any action which may have the effect, directly or indirectly, of impairing the ability of the Borrower to timely pay the principal of, interest on, or other amounts due and payable under, the Loans; or (ii) upon the occurrence of an event of default under the Construction Loan Documents and/or Permanent Loan Documents, take any action to accelerate or otherwise enforce payment or seek other remedies with respect to the Construction Loan Documents and/or Permanent Loan Documents, as the case may be.

The foregoing prohibitions and limitations are not intended to limit the rights of the Issuer to specifically enforce the Regulatory Agreement or to seek injunctive relief in order to provide for the operation of the Project in accordance with the requirements of the Act, the Code and other applicable State law. Accordingly, upon any default by the Borrower, the Issuer may seek specific performance of the Regulatory Agreement or to enjoin acts that may be in violation of the Regulatory Agreement or that otherwise are unlawful, so long as the Loans have not been repaid in full, no obligation of the Borrower under the Regulatory Agreement, including, without limitation, any indemnification obligation, any other obligation for the payment of money, any claim and any judgment for monetary damages against the Borrower, occasioned by breach or alleged breach by the Borrower of its obligations under the Regulatory Agreement or otherwise, shall be secured by or in any manner constitute a lien on, or security interest in, the Project, whether in favor of the Issuer, the Trustee or any other person, and all such obligations (except as specified in Section 7 of the Regulatory Agreement) shall be, and by the Regulatory Agreement are, subordinate in priority, in right to payment and in all other respects to the obligations, liens, rights (including without limitation the right to payment) and interests arising or created under the Construction Loan Documents or Permanent Loan Documents. Accordingly, so long as the Loans have not been repaid in full, neither the Issuer nor the Trustee shall have the right to enforce any monetary obligation other than directly against the Borrower, without recourse to the Project. In addition, so long as the Loans have not been repaid in full, any such enforcement must not cause the Borrower to file a petition seeking reorganization, arrangement, adjustment or composition of or in respect of the Borrower under any applicable liquidation, insolvency, bankruptcy, rehabilitation, composition, reorganization, conservation or other similar law in effect now or in the future.

The occurrence of a Determination of Taxability shall not, in and of itself, constitute a default under the Regulatory Agreement.

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APPENDIX F BOOK-ENTRY SYSTEM

The information in this section concerning DTC and DTC's book-entry system has been obtained from sources that the Issuer and the Borrower believe to be reliable, but neither the Issuer, the Underwriter nor the Borrower take responsibility for the accuracy thereof.

The Depository Trust Company ("DTC"), New York, New York will act as securities depository for 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, each in the aggregate principal amount of such maturity, and will be deposited with DTC or held by the Trustee.

DTC, the world's largest 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"). The DTC Rules applicable to its Participants are on file with the Securities and Exchange Commission.

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 records of Direct and Indirect Participants acting on behalf of Beneficial Owners. Beneficial Owners will not receive certificates representing their ownership interests in bonds, except in the event that use of the book-entry system for the bonds is discontinued.

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 DTC 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.

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 the transmission to them of notices of significant events with respect to the Bonds, such as redemptions, tenders, defaults, and proposed amendments to the transaction 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 notices be provided directly to them.

Redemption notices shall be sent to DTC. If less than all of the Bonds within a maturity are being redeemed, the amount of the interest of each Direct Participant in such issue to be redeemed shall be determined on a pro rata basis in accordance with the “Pro Rata Pass Through Distributions of Principal” procedures of DTC.

Neither DTC nor Cede & Co. (nor any other DTC nominee) will consent or vote with respect to Bonds unless authorized by a Direct Participant in accordance with DTC’s Procedures. Under its usual procedures, DTC mails an Omnibus Proxy to the 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 Bonds are credited on the record date (identified in a listing attached to the Omnibus Proxy).

Principal 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 the Issuer, 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 or its nominee, or the Issuer, subject to any statutory or regulatory requirements as may be in effect from time to time. Payment of principal and interest payments to Cede & Co. (or such other nominee as may be requested by an authorized representative of DTC) is the responsibility of the Issuer, 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.

DTC may discontinue providing its services as depository with respect to the Bonds at any time by giving reasonable notice to the Issuer. Under such circumstances, in the event that a successor depository is not obtained, bonds are required to be printed and delivered.

The Issuer may decide to discontinue use of the system of book-entry transfers through DTC (or a successor securities depository). In that event, the bonds will be printed and delivered.

The information in this section concerning DTC and DTC’s book-entry system has been obtained from sources that the Issuer believes to be reliable, but the Issuer takes no responsibility for the accuracy thereof.

APPENDIX G
FORM OF CONTINUING DISCLOSURE AGREEMENT

\$2,150,000*
City of San José
Multifamily Housing Mortgage-Backed Bonds
(Parkmoor) Series 2023F-1 (M-TEMS) (FN)

\$37,657,000*
City of San José
Multifamily Housing Revenue Bonds
(Parkmoor) Series 2023F-2 (Cash Collateralized)

This Continuing Disclosure Agreement, dated as of October 1, 2023 (this “Continuing Disclosure Agreement”), is executed and delivered by Allied 1510 Parkmoor, L.P., a California limited partnership (the “Borrower”), and U.S. Bank Trust Company, National Association, as dissemination agent (the “Dissemination Agent”). The above-captioned bonds (the “Bonds”) are being issued pursuant to an Indenture of Trust, dated as of October 1, 2023 (the “Indenture”), between the City of San José (the “Issuer”) and U.S. Bank Trust Company, National Association (the “Trustee”). Pursuant to the Indenture and Financing Agreement, dated as of October 1, 2023, among the Issuer, the Trustee and the Borrower (the “Financing Agreement”), the Dissemination Agent and the Borrower covenant and agree as follows:

Section 1. Purpose of this Continuing Disclosure Agreement. This Continuing Disclosure Agreement is being executed and delivered by the Borrower and the Dissemination Agent for the benefit of the holders of the Bonds and in order to assist the Participating Underwriter in complying with the Rule (defined below). The Borrower and the Dissemination Agent acknowledge that the Issuer has undertaken no responsibility with respect to any reports, notices or disclosures provided or required under this Continuing Disclosure Agreement, and has no liability to any person, including any holder of the Bonds or Beneficial Owner, with respect to any such reports, notices or disclosures.

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

“*Annual Report*” shall mean any Annual Report provided by the Borrower pursuant to, and as described in, Sections 3 and 4 of this Continuing Disclosure Agreement and Exhibit A attached hereto.

“*Audited Financial Statements*” means, in the case of the Borrower, the annual audited financial statements prepared in accordance with generally accepted accounting principles, if any.

“*Beneficial Owner*” shall mean any person which (a) has the power, directly or indirectly, to vote or consent with respect to, or to dispose of ownership of, any Bonds (including persons holding Bonds through nominees, depositories or other intermediaries), or (b) is treated as the owner of any Bonds for federal income tax purposes.

“*Disclosure Representative*” shall mean the administrator of the Project or his or her designee, or such other person as the Borrower shall designate in writing to the Dissemination Agent from time to time.

“*Dissemination Agent*” shall mean U.S. Bank Trust Company, National Association, acting in its capacity as Dissemination Agent hereunder, or any successor Dissemination Agent designated in writing by the Borrower and which has filed with the Trustee a written acceptance of such designation.

“*Listed Events*” shall mean any of the events listed in Section 5(a) of this Continuing Disclosure Agreement.

“*MSRB*” means the Municipal Securities Rulemaking Board established pursuant to Section 15B(b)(1) of the Securities Exchange Act of 1934. All documents provided to the MSRB shall be in an electronic format and accompanied by identifying information, as prescribed by the MSRB. Initially, all document submissions to the

* Preliminary; subject to change.

MSRB pursuant to this Continuing Disclosure Agreement shall use the MSRB’s Electronic Municipal Market Access (EMMA) system at www.emma.msrb.org.

“*Participating Underwriter*” means Stifel, Nicolaus & Company, Incorporated, and its successors and assigns.

“*Rule*” means 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.

Section 3. Provision of Annual Reports.

(a) The Borrower will, or will cause the Dissemination Agent to, not later than 180 days following the end of the Borrower’s fiscal year, commencing with the fiscal year ending on December 31, 2024, provide to the MSRB an Annual Report which is consistent with the requirements described below. No later than 15 Business Days prior to said date, the Borrower will provide the Annual Report to the Dissemination Agent and the Trustee (if the Trustee is not the Dissemination Agent). In each case, the Annual Report may be submitted as a single document or as separate documents comprising a package and may cross reference other information, provided that the audited financial statements for the prior calendar year of the Borrower may be submitted separately from the balance of the Annual Report.

(b) If by 15 Business Days prior to the date specified in subsection (a) for providing the Annual Report to the MSRB, the Dissemination Agent has not received a copy of the Annual Report, the Dissemination Agent will contact the Disclosure Representative to determine if the Borrower is in compliance with subsection (a).

(c) If the Dissemination Agent is unable to verify that an Annual Report has been provided to the MSRB by the date required in subsection (a), the Dissemination Agent will send in a timely manner a notice to the MSRB in substantially the form attached as Exhibit B to this Continuing Disclosure Agreement.

(d) The Dissemination Agent will file a report with the Borrower and (if the Dissemination Agent is not the Trustee) the Trustee certifying that the Annual Report has been provided pursuant to this Continuing Disclosure Agreement, stating the date it was provided.

Section 4. Content of Annual Reports. The Borrower’s Annual Report will contain or incorporate by reference the financial information with respect to the Project, provided at least annually, of the type included in Exhibit A hereto, which Annual Report may, but is not required to, include Audited Financial Statements. If the Borrower’s Audited Financial Statements are not available by the time the Annual Report is required to be filed, the Annual Report will contain unaudited financial statements, and the Audited Financial Statements will be filed in the same manner as the Annual Report when and if they become available.

Any or all of the items described in Exhibit A may be incorporated by reference from other documents, including official statements of debt issues with respect to which the Borrower is an “Obligated Person” (as defined by the Rule), which have been filed with the MSRB. The Borrower will clearly identify each such other document so incorporated by reference.

Each annual report submitted hereunder shall be in readable portable document format (“PDF”) or other acceptable electronic form.

Section 5. Reporting of Listed Events.

(a) This Section 5 shall govern the giving of notices of the occurrence of any of the following events (each, a “Listed Event”):

- (i) Principal and interest payment delinquencies;
- (ii) Non-payment related defaults, if material;

- (iii) Unscheduled draws on debt service reserves reflecting financial difficulty;
- (iv) Unscheduled draws on credit enhancements reflecting financial difficulty;
- (v) Substitution of credit or liquidity providers, or their failure to perform;
- (vi) 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 Bonds, or other material events affecting the tax status of the Bonds;
- (vii) Modifications to rights of holders of the Bonds, if material;
- (viii) Bond calls, if material, and tender offers;
- (ix) Defeasances;
- (x) Release, substitution or sale of property securing repayment of the Bonds, if material;
- (xi) Rating changes;
- (xii) Bankruptcy, insolvency, receivership or similar event of the Borrower. For purposes of this clause (xii), any such event shall be considered to have occurred when any of the following occur: the appointment of a receiver, fiscal agent or similar officer for the Borrower in a proceeding under the U.S. 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 Borrower, 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 Borrower;
- (xiii) The consummation of a merger, consolidation, or acquisition involving the Borrower or the sale of all or substantially all of the assets of the Borrower, 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;
- (xiv) Appointment of a successor or additional trustee or paying agent or the change of the name of a trustee or paying agent, if material;
- (xv) Incurrence of a financial obligation of the Borrower, if material, or agreement to covenants, events of default, remedies, priority rights, or other similar terms of a financial obligation of the Borrower, any of which affect security holders, if material;
- (xvi) Default, event of acceleration, termination event, modification of terms, or other similar events under the terms of a financial obligation of the Borrower, any of which reflect financial difficulties; and
- (xvii) Delivery of the MBS
- (xviii) Any extension of the MBS Delivery Date Deadline; and
- (xix) The Project being placed in service for purposes of qualifying the property for low income housing tax credits. Notice of the Project being placed in service from the Borrower to the Dissemination Agent shall be in the form attached as Exhibit F or such other form as may be approved by the Dissemination Agent. Notice of the Project being placed in service from the Dissemination Agent to the Municipal Securities Rulemaking Board shall be in the form attached as Exhibit C or such other form as may be approved by the Dissemination Agent.

For purposes of clauses (xv) and (xvi) of this Section 5(a), “financial obligation” is as contemplated by Exchange Act Release No. 34-83885; File No. S7-01-17 (the “Adopting Release”).

(b) The Dissemination Agent shall, within three (3) Business Days of obtaining actual knowledge of the occurrence of any potential Listed Event, pursuant to subsection (c) of this Section 5 or otherwise, provide the Disclosure Representative with notice (by facsimile transmission confirmed by telephone or by email). While the Dissemination Agent is also the Trustee, the Dissemination Agent shall be deemed to have actual knowledge of those items listed in clauses (i), (iii) (solely with respect to funds held by the Trustee), (iv), (v), (vii), (viii), (ix), (x) and (xiv), (xvii) and (xviii) above without the Dissemination Agent’s having received notice of such event. While the Dissemination Agent is not also the Trustee, the Dissemination Agent shall not be deemed to have actual knowledge of any items listed in clauses (i) – (xix) above without the Dissemination Agent having received written notice of such event. For purposes of providing notice to the Disclosure Representative, the Dissemination Agent shall assume that the unscheduled draws described in clauses (iii) and (iv) reflect financial difficulty.

(c) Whenever the Borrower obtains knowledge of the occurrence of a potential Listed Event, the Borrower shall, within five (5) Business Days of obtaining such knowledge and in any event no more than eight (8) Business Days after the occurrence of such event, determine if such event is in fact a Listed Event that is required by the Rule to be disclosed and provide the Dissemination Agent with notice and instructions pursuant to subsections (d) below.

(d) If the Borrower has determined that a Listed Event is required to be disclosed then the Borrower shall prepare a written notice describing the Listed Event and provide the same to the Dissemination Agent along with instructions to file the same pursuant to subsection (e) below.

(e) If the Dissemination Agent has been provided with a written notice describing a Listed Event pursuant to subsection (c) of this Section 5 or otherwise, and is instructed by the Borrower to report the occurrence of such Listed Event, the Dissemination Agent shall, within two (2) Business Days of its receipt of such written notice and in any event no more than ten (10) Business Days after the occurrence of the Listed Event, file the notice with the MSRB and send a copy to the Borrower.

Section 6. Amendment; Waiver. Notwithstanding any other provision of this Continuing Disclosure Agreement, the Borrower and the Dissemination Agent may amend this Continuing Disclosure Agreement (and the Dissemination Agent will agree to any amendment so requested by the Borrower unless such amendment adversely affects its rights, duties, protections, immunities, indemnities or standard of care, as determined by the Dissemination Agent) and any provision of this Continuing Disclosure Agreement may be waived, provided that the following conditions are satisfied:

(a) If the amendment or waiver relates to the provisions described under paragraph (a) under “Provision of Annual Reports,” “Contents of Annual Reports” or paragraph (a) under “Reporting of Listed Events,” 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 (as defined in the Rule) with respect to the Bonds or the type of business conducted;

(b) The undertaking, as amended or taking into account such waiver, would, in the opinion of nationally recognized bond counsel, have complied with the requirements of the Rule at the time of the original issuance of the Bonds, after taking into account any amendments or interpretations of the Rule, as well as any change in circumstances; and

(c) The amendment or waiver either (i) is approved by the Holders of the Bonds in the same manner as 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.

In the event of any amendment or waiver of a provision of this Continuing Disclosure Agreement, the Borrower will describe such amendment in the next Annual Report and will include, as applicable, a narrative

explanation of the reason for the amendment or waiver and its impact on the type (or, in the case of a change of accounting principles, on the presentation) of financial information being presented by the Borrower. In addition, if the amendment relates to the accounting principles to be followed in preparing financial statements, (i) notice of such change will be given in the same manner as for a Listed Event under Section 5(f) hereof and (ii) the Annual Report for the year in which the change is made should present a comparison (in narrative form and also, if feasible, in quantitative form) between the financial statements as prepared on the basis of the new accounting principles and those prepared on the basis of the former accounting principles.

Section 7. Default. In the event of a failure of the Borrower or the Dissemination Agent to comply with any provision of this Continuing Disclosure Agreement, and such failure to comply continues beyond a period of thirty (30) days following written notice to the Borrower, the Borrower or any Holder or Beneficial Owner of the Bonds may, take such actions as may be necessary and appropriate, including seeking, or specific performance by court order, to cause the Borrower or the Dissemination Agent, as the case may be, to comply with its obligations under this Continuing Disclosure Agreement. A default under this Continuing Disclosure Agreement will not be deemed an Event of Default under the Indenture or the Financing Agreement, and the sole remedy under this Continuing Disclosure Agreement in the event of any failure of the Borrower or the Dissemination Agent to comply with this Continuing Disclosure Agreement will be an action to compel performance.

Section 8. Beneficiaries. This Continuing Disclosure Agreement will inure solely to the benefit of the Borrower, the Dissemination Agent, the Participating Underwriter and Holders from time to time of the Bonds and will create no rights in any other person or entity.

Section 9. Provision of Quarterly Statements. The Dissemination Agent shall, at the request of the Holders of the Bonds, furnish to the Holders of the Bonds, quarterly statements of the activity and assets held in each of the funds and accounts maintained by the Dissemination Agent in its capacity as Trustee under the Indenture. The Dissemination Agent shall satisfy this obligation by providing such quarterly statements via EMMA and/or an online system accessible to the Borrower and the Holders of the Bonds on each March 31st, June 30th, September 30th and December 31st. The Dissemination Agent shall furnish such quarterly statements at the sole cost of the Borrower.

Section 10. Additional Information. Nothing in this Continuing Disclosure Agreement shall be deemed to prevent the Borrower from disseminating any other information, using the means of dissemination set forth in this Continuing Disclosure Agreement 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 Continuing Disclosure Agreement. If the Borrower 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 Continuing Disclosure Agreement, the Borrower shall have no obligation under this Continuing Disclosure Agreement to update such information or include it in any future Annual Report or notice of occurrence of a Listed Event.

Section 11. Duties, Immunities and Liabilities of Dissemination Agent.

(a) The Dissemination Agent shall have only such duties as are specifically set forth in this Continuing Disclosure Agreement. The Dissemination Agent's obligation to deliver the information at the times and with the contents described herein shall be limited to the extent the Borrower has provided such information to the Dissemination Agent as required by this Continuing Disclosure Agreement. The Dissemination Agent shall have no duty with respect to the content of any disclosures or notice made pursuant to the terms hereof. The Dissemination Agent shall have no duty or obligation to review or verify any information, disclosures or notices provided to it by the Borrower and shall not be deemed to be acting in any fiduciary capacity for the Issuer, the Holders of the Bonds or any other party. The Dissemination Agent shall have no responsibility for the Borrower's failure to report to the Dissemination Agent a Listed Event or a duty to determine the materiality thereof. The Dissemination Agent shall have no duty to determine, or liability for failing to determine, whether the Borrower has complied with this Continuing Disclosure Agreement. The Dissemination Agent may conclusively rely upon Certifications of the Borrower at all times.

The obligations of the Borrower under this Section shall survive resignation or removal of the Dissemination Agent and defeasance, redemption or payment of the Bonds.

(b) The Dissemination Agent may, from time to time, consult with legal counsel (either in-house or external) of its own choosing in the event of any disagreement or controversy, or question or doubt as to the construction of any of the provisions hereof or its respective duties hereunder, and shall not incur any liability and shall be fully protected in acting in good faith upon the advice of such legal counsel. The reasonable fees and expenses of such counsel shall be payable by the Borrower.

(c) All documents, reports, notices, statements, information and other materials provided to the MSRB under this Continuing Disclosure Agreement shall be provided in an electronic format and accompanied by identifying information as prescribed by the MSRB.

Section 12. Notices. All notices, requests, demands or other communications to or upon the respective parties hereto shall be deemed to have been duly given or made when delivered personally or by mail (including electronic mail) to the party to which such notice, request, demand or other communication is required or permitted to be given or made under this Continuing Disclosure Agreement and addressed as set forth below or telecopied to the telecopier number of the recipient, with confirmation of transmission, indicated below:

If to the Borrower:

Allied 1510 Parkmoor, L.P.
c/o Abode Housing Development
40849 Fremont Boulevard
Fremont, CA 94538
Attention: Chief Real Estate Officer
Email: _____

If to the Dissemination Agent:

U.S. Bank Trust Company, National Association
1 California Street, Suite 1000
San Francisco, CA 94111
Attention: Karen Lei
Email: karen.lei@usbank.com

Section 13. Governing Law. This Continuing Disclosure Agreement shall be governed by the laws of the State of California.

Section 14. Termination of this Continuing Disclosure Agreement. The Borrower or the Dissemination Agent may terminate this Continuing Disclosure Agreement by giving written notice to the other party at least 30 days prior to such termination. The Dissemination Agent shall be fully discharged at the time any such termination is effective. The Borrower's and the Dissemination Agent's obligations under this Continuing Disclosure Agreement 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 Borrower shall give notice of such termination in a filing with the MSRB.

Section 15. Counterparts. This Continuing Disclosure Agreement may be executed in several counterparts, each of which shall be an original and all of which shall constitute but one and the same instrument.

[Remainder of page intentionally left blank]

IN WITNESS WHEREOF, the parties hereto have caused this Continuing Disclosure Agreement to be executed by their duly authorized representatives as of the date set forth above.

ALLIED 1510 PARKMOOR, L.P.,
a California limited partnership

By: Allied 1510 Parkmoor LLC,
a California limited liability company,
its general partner

By: Abode Housing Development,
formerly known as Allied Housing, Inc.,
a California nonprofit public benefit corporation,
its sole member/manager

By: _____
Jonathan White
Chief Real Estate Officer

[Signatures continue on following page]

[Dissemination Agent's Signature Page to Continuing Disclosure Agreement]

**U.S. BANK TRUST COMPANY, NATIONAL
ASSOCIATION,**
as Dissemination Agent

By: _____
Authorized Officer

EXHIBIT A
ANNUAL REPORT

\$2,150,000*
City of San José
Multifamily Housing Mortgage-Backed Bonds
(Parkmoor) Series 2023F-1 (M-TEMS) (FN)
CUSIP: _____

\$37,657,000*
City of San José
Multifamily Housing Revenue Bonds
(Parkmoor) Series 2023F-2 (Cash Collateralized)
CUSIP: _____

Annual report for the period ending December 31, _____

THE PROJECT

| | |
|----------------------|-------------------------------|
| Name of the Project: | Parkmoor Community Apartments |
| Address: | [Project address] |
| Number of Units: | 81 |

INFORMATION ON THE BONDS AND THE MBS

| | |
|--|--|
| Original principal amount of Bonds: | |
| Outstanding principal amount of Bonds: | |
| MBS Pool Number: | |
| MBS CUSIP Number: | |
| Original principal amount of the MBS: | |
| Outstanding principal amount of the MBS: | |

OPERATING HISTORY OF THE PROJECT

The tables set forth below offer a summary of the operating results of the Project for fiscal year ended December 31, _____, as derived from the Borrower’s audited financial statements [or unaudited financial statements].

| Financial Results for Fiscal Year Ending December 31, _____ | |
|--|--|
| Revenues | |
| Operating Expenses ¹ | |
| Net Operating Income | |
| Debt Service on the Series 2023F-1 Bonds | |
| Net Income (Loss) | |
| Debt Service Coverage Ratio | |

¹ Excludes depreciation and other non-cash expenses.

| Occupancy Results for Fiscal Year Ending December 31, _____ | |
|--|---|
| Physical Occupancy | % |
| Economic Occupancy ¹ | % |

¹ The physical occupancy rate is the proportion of units that are occupied or leased by tenants. The economic occupancy rate is the proportion of the gross potential rent that is actually collected. As such, the economic occupancy takes into consideration items such as model units, employee units, discounted units, rent incentives, loss to lease and bad debt expense.

* Preliminary; subject to change.

AUDITED FINANCIAL STATEMENTS

____ Attached

____ Audited financial statements of the Borrower for the period ending December 31, 20__ are not yet completed; therefore, no audited financial statements of the Borrower are being filed herewith. Unaudited financial statements for such period are attached in lieu of audited financial statements. Audited financial statements will be filed when available.

____ No audited financial statements of the Borrower were prepared for the period ending December 31, ____; therefore, no audited financial statements of the Borrower are being filed herewith. Unaudited financial statements for such period are attached in lieu of audited financial statements.

EXHIBIT B

**NOTICE OF FAILURE TO
FILE ANNUAL DISCLOSURE REPORT**

Name of Issuer: City of San José

Name of Issue: \$2,150,000* City of San José Multifamily Housing Mortgage-Backed Bonds (Parkmoor) Series 2023F-1 (M-TEMS) (FN)
and
\$37,657,000* City of San José Multifamily Housing Revenue Bonds (Parkmoor) Series 2023F-2 (Cash Collateralized)

Name of Borrower: Allied 1510 Parkmoor, L.P.

CUSIP: _____ (Series F-1)
_____ (Series F-2)

Date of Issuance: October __, 2023

NOTICE IS HEREBY GIVEN that the above-referenced borrower (the “Borrower”) has not provided an Annual Report with respect to the above-named Bonds as required by its Continuing Disclosure Agreement. The undersigned has been informed by the Borrower that it anticipates that Annual Report will be filed by _____.

DATED: _____

**U.S. BANK TRUST COMPANY, NATIONAL
ASSOCIATION,**
as Dissemination Agent

By: _____
Name: _____
Title: _____

cc: Borrower

* Preliminary; subject to change.

EXHIBIT C

**NOTICE TO MUNICIPAL SECURITIES RULEMAKING BOARD OF
PROJECT PLACED IN SERVICE**

Name of Issuer: City of San José

Name of Bond Issue: Multifamily Housing Mortgage-Backed Bonds (Parkmoor) Series 2023F-1 (M-TEMS) (FN) and Multifamily Housing Revenue Bonds (Parkmoor) Series 2023F-2 (Cash Collateralized)

Name of Borrower: Allied 1510 Parkmoor, L.P.

Name of Project: Parkmoor Community Apartments

Address of Project: [Project address]

Date of Issuance: October __, 2023

NOTICE IS HEREBY GIVEN as per the requirements of the Continuing Disclosure Agreement, dated as of October 1, 2023, between the above-referenced borrower (the “Borrower”) and U.S. Bank Trust Company, National Association, as Dissemination Agent, that the Borrower has certified that the above-referenced project (the “Project”) is complete and placed in service by the Borrower as evidenced by a certificate from the Borrower confirming that the Project is placed in service for purposes of Section 42 of the Code.

Dated:

**U.S. BANK TRUST COMPANY, NATIONAL
ASSOCIATION,**
as Dissemination Agent

By: _____
Authorized Officer

cc: Borrower

EXHIBIT D

**NOTICE TO MUNICIPAL SECURITIES RULEMAKING BOARD OF
EXTENSION OF MBS DELIVERY DATE DEADLINE**

Name of Issuer: City of San José

Name of Bond Issue: Multifamily Housing Mortgage-Backed Bonds (Parkmoor) Series 2023F-1 (M-TEMS) (FN) and Multifamily Housing Revenue Bonds (Parkmoor) Series 2023F-2 (Cash Collateralized)

Name of Borrower: Allied 1510 Parkmoor, L.P.

Date of Issuance: October __, 2023

Original MBS Delivery Date Deadline: June 25, 2026

Extended MBS Delivery Date Deadline:

NOTICE IS HEREBY GIVEN as per the requirements of the Continuing Disclosure Agreement, dated as of October 1, 2023, between the above-referenced borrower (the “Borrower”) and U.S. Bank Trust Company, National Association, as Dissemination Agent, that the Borrower has extended the MBS Delivery Date Deadline from the Original MBS Delivery Date Deadline to the Extended MBS Delivery Date Deadline, pursuant to the Indenture of Trust, dated as of October 1, 2023, between the Issuer and U.S. Bank Trust Company, National Association, as trustee.

Dated:

**U.S. BANK TRUST COMPANY, NATIONAL
ASSOCIATION,**
as Dissemination Agent

By: _____
Authorized Officer

cc: Borrower

EXHIBIT E

**NOTICE TO MUNICIPAL SECURITIES RULEMAKING BOARD OF
DELIVERY OF THE MBS**

Name of Issuer: City of San José

Name of Bond Issue: Multifamily Housing Mortgage-Backed Bonds (Parkmoor) Series 2023F-1 (M-TEMS) (FN) and Multifamily Housing Revenue Bonds (Parkmoor) Series 2023F-2 (Cash Collateralized)

Name of Borrower: Allied 1510 Parkmoor, L.P.

Name of Project: Parkmoor Community Apartments

Address of Project: [Project address]

Date of Issuance: October __, 2023

NOTICE IS HEREBY GIVEN as per the requirements of the Continuing Disclosure Agreement, dated as of October 1, 2023, between the above-referenced borrower (the “Borrower”) and U.S. Bank Trust Company, National Association, as Dissemination Agent, that the Borrower has certified that the MBS related to the above-referenced Bond Issue has been delivered by Fannie Mae to U.S. Bank Trust Company, National Association, as Trustee.

Dated:

**U.S. BANK TRUST COMPANY, NATIONAL
ASSOCIATION,**
as Dissemination Agent

By: _____
Authorized Officer

cc: Borrower

EXHIBIT F

FORM OF NOTICE OF PLACED IN SERVICE

\$2,150,000*
City of San José
Multifamily Housing Mortgage-Backed Bonds
(Parkmoor) Series 2023F-1 (M-TEMS) (FN)

\$37,657,000*
City of San José
Multifamily Housing Revenue Bonds
(Parkmoor) Series 2023F-2 (Cash Collateralized)

The undersigned hereby provides notice to U.S. Bank Trust Company, National Association, a national banking association, as dissemination agent (the “Dissemination Agent”) that the multifamily rental housing development known as Parkmoor Community Apartments (the “Project”) has been placed in service in accordance with the Indenture of Trust, dated as of October 1, 2023, between City of San José (the “Issuer”) and U.S. Bank Trust Company, National Association, a national banking association as Trustee (the “Trustee”), pursuant to which the above-captioned bonds were issued, as further evidenced by the attached Certificate of Occupancy.

ALLIED 1510 PARKMOOR, L.P.,
a California limited partnership

By: Allied 1510 Parkmoor LLC,
a California limited liability company,
its general partner

By: Abode Housing Development,
formerly known as Allied Housing, Inc.,
a California nonprofit public benefit corporation,
its sole member/manager

By: _____
Jonathan White
Chief Real Estate Officer

* Preliminary; subject to change.

ATTACHMENT
Certificate of Occupancy

**APPENDIX H
TERM SHEET***

This Term Sheet assumes the Permanent Loan is originated in an amount equal to the maximum amount available under the DUS Lender Commitment and that all the Conditions to Conversion have been satisfied and have not been waived or modified. See “Multifamily Schedule of Loan Information” herein.

| | |
|--|---|
| <p>\$2,150,000 City of San José Multifamily Housing Mortgage-Backed Bonds (Parkmoor) Series 2023F-1 (M-TEMS) (FN)</p> | |
| <p>TAX-EXEMPT BOND ISSUE INFORMATION <i>(Information provided by Issuer for this Official Statement)</i></p> | |
| BOND ISSUER NAME | City of San José (“Issuer”) |
| BOND ISSUE SERIES | \$2,150,000 City of San José Multifamily Housing Mortgage-Backed Bonds (Parkmoor) Series 2023F-1 (M-TEMS) (FN) |
| BOND ISSUE PAR | \$2,150,000, estimated |
| BOND DATED DATE | October 1, 2023, estimated |
| BOND MATURITY DATE | ____ 1, 20__, estimated |
| BOND ISSUE TAX STATUS | Excludable from gross income for federal tax purposes and state tax purposes, and not an item of tax preference for Federal AMT. See “TAX MATTERS” in the Official Statement. |
| BOND ISSUE CUSIP | _____ |
| BLOOMBERG M-TEMS SERIES NAME | TBD |
| COLLATERAL FOR THE BOND ISSUE | Prior to the MBS Delivery Date, Eligible Funds. Following the MBS Delivery Date, Fannie Mae DUS MBS. See POOL information below. |
| BOND ISSUE CREDIT RATING | Moody’s “Aaa” |
| BOND CLOSING DATE | October __, 2023, estimated |
| BOND PAYMENT DATES | Prior to the MBS Delivery Date, the 26th day of the month, or the next succeeding Business Day if such 26th day is not a Business Day. Following the MBS Delivery Date, the Business Day immediately after the date of receipt of a payment on underlying Fannie Mae MBS ¹ |
| BOND FIRST PAYMENT DATE | November 26, 2023, estimated ² |
| BOND INTEREST-ONLY PERIOD (MONTHS) | 43 months |
| BOND FIRST PRINCIPAL PAYMENT DATE | June 26, 2027 or, if such day is not a Business Day, the next Business Day. |

* Preliminary; subject to change.

¹ There shall be no further accrual of interest from the Bond Maturity Date to the date the final payment is made with respect to the Bonds. Because of this lag in payment of principal and interest inherent in the payment terms of the Bonds and the one Business Day lag in payment, the effective yield on the Bonds will be lower than the Bond Net Pass-Through Rate on the Bond.

² Other than the Bond Dated Date, the Closing Date and the Maturity Dates set forth in this Term Sheet, if any date referenced herein is not a Business Day, such reference shall be to the following Business Day.

| | |
|--|---|
| BOND FINAL PAYMENT DATE | The Business Day after the final MBS payment is received on 25, 20 |
| ALL OTHER BOND ISSUE TERMS | Same as underlying MBS |
| BOND PREPAYMENT TERMS | See “DESCRIPTION OF THE BONDS – Redemption of Bonds” in the Official Statement. |
| BOND OFFERING PRICE | 100% |
| BOND UNDERWRITER | Stifel, Nicolaus & Company, Incorporated |
| MANDATORY REDEMPTION OF BONDS | 100% of the principal amount of the Bonds called if MBS not delivered by MBS Delivery Date Deadline, thereafter same as underlying MBS. |
| BOND EXCHANGE FEATURE | See “DESCRIPTION OF THE BONDS – Optional Exchange of Series F-1 Bonds for MBS” in the Official Statement. |
| TERMINATION DATE | May 1, 2026; subject to two six-month extensions in accordance with the terms of the DUS Guide, including but not limited to the payment of a standby fee equal to seven and one-half (7½) basis points of the Maximum Loan Amount for each such extension. |
| MBS DELIVERY DATE DEADLINE | June 25, 2026, or the following Business Day if such day is not a Business Day |
| BOND TRUSTEE | U.S. Bank Trust Company, National Association |
| BOND REMAINING TERM TO MATURITY | ___ months, plus, if the Closing Date occurs other than on the first day of the month, the number of days from the Closing Date to the last day of the month in which the Closing Date occurs. |
| POTENTIAL UNDERLYING FANNIE MAE POOL STATISTICS ASSUMING THE ORIGINATION OF THE ENTIRE PERMANENT LOAN AMOUNT SUBJECT TO THE DUS LENDER COMMITMENT AND NO WAIVER OR MODIFICATION OF ANY CONDITION TO THE ORIGINATION OF THE PERMANENT LOAN IN THE DUS LENDER COMMITMENT ON OR PRIOR TO THE TERMINATION DATE <i>(Information provided by Lender for this Official Statement)</i> | |
| NOTE RATE | ___% |
| ESTIMATED MBS DELIVERY DATE | May 25, 2026, assuming a Conversion Date on May 1, 2026. |
| ORIGINAL LOAN TERM (MONTHS) | No less than ___ months from the Conversion Date |
| NUMBER OF LOANS | 1 |
| POOL SECURITY FUNDS TRANSFER TYPE | Fed Wire |
| TRANSACTION TYPE | DUS |
| POOL FIRST PAYMENT DATE | 25 th day of the month following the month in which the MBS is delivered, or the following Business Day if such day is not a Business Day |
| POOL FINAL PAYMENT DATE | _____ 25, 20__, estimated |
| SECURITY TYPE | Fannie Mae MBS |
| SELLER NAME | Capital One, National Association |
| SERVICER NAME | Capital One, National Association |
| POOL NUMBER | TBD |
| % OF INITIAL POOL BALANCE | 100% |
| POTENTIAL UNDERLYING FANNIE MAE POOL STATISTICS ASSUMING THE ORIGINATION OF THE ENTIRE PERMANENT LOAN AMOUNT SUBJECT TO THE DUS LENDER COMMITMENT AND NO WAIVER OR MODIFICATION OF ANY CONDITION TO THE ORIGINATION OF THE PERMANENT LOAN IN THE DUS LENDER COMMITMENT ON OR PRIOR TO THE TERMINATION DATE. | |

| <i>(Information provided by Lender for this Official Statement)</i> | |
|---|---|
| FANNIE MAE LOAN NUMBER | Will be available upon Conversion |
| POOL/LOAN MATURITY DATE | ____ 1, 20__, estimated |
| TIER | 2 |
| TIER DROP ELIGIBLE | No |
| LIEN PRIORITY | First |
| MINIMUM ALLOWABLE UW NCF DSCR(x) | 1.20x |
| BALLOON | Yes |
| OTHER DEBT NOT DISCLOSED HEREIN | No |
| ISSUANCE UPB/UNIT | \$_____, estimated |
| PREPAYMENT PREMIUM OPTION | Yield Maintenance – CMT as defined in the Fannie Mae Multifamily MBS Prospectus |
| PREPAYMENT PREMIUM TERM | Yield maintenance from the Conversion Date through _____, 20__ (____ months minimum) ³ . Thereafter, a 1% prepayment penalty shall apply through _____, 20__ (____ months). Thereafter, no prepayment premium shall apply. |
| FIRST LOAN PAYMENT DATE | First of the month following the Conversion Date |
| AMORTIZATION TERM | 420 months commencing June 1, 2027 |
| INTEREST TYPE | Fixed |
| INTEREST ACCRUAL METHOD | Actual/360 |
| INTEREST ONLY TERM | From Conversion Date until June 1, 2027 |
| NOTE DATE | May 1, 2026, estimated |
| LOAN PURPOSE | [New Construction][Acquisition/Rehabilitation] |
| MONTHLY DEBT SERVICE | \$_____, estimated |
| | |
| | |
| MULTIFAMILY SCHEDULE OF LOAN INFORMATION | |
| COLLATERAL INFORMATION | |
| <i>(Information provided by Lender for this Official Statement)</i> | |
| PROPERTY ID/DEAL ID | TBD |
| PROPERTY NAME | Parkmoor Community Apartments |
| PROPERTY STREET ADDRESS | [Street Address] |
| PROPERTY CITY | San José |
| PROPERTY STATE | California |
| PROPERTY ZIP CODE | [Zip] |
| PROPERTY COUNTY | [County] |
| MSA | [MSA] |
| YEAR BUILT | [New Construction ([Completion Month Year], estimated)][Year originally built] |
| PHYSICAL OCCUPANCY | [0% (New Construction)][____% as of Date] |
| UNDERWRITTEN ECONOMIC OCCUPANCY | ____%, estimated |

³ A portion of this prepayment premium, if collected, may be shared with Certificateholders under the circumstances described in “YIELD, MATURITY AND PREPAYMENT CONSIDERATIONS—Maturity and Prepayment Considerations—Prepayment of a Mortgage Loan—Prepayment Premiums” in the Fannie Mae MBS Prospectus.

| | |
|---|---|
| PASS-THROUGH RATE | ____% |
| REMAINING AMORTIZATION TERM TO MATURITY | From the Conversion Date, to ____ 1, 20__ |
| [MINIMUM][MAXIMUM] ISSUANCE LTV | ____%, estimated |
| ACTUAL NCF DSCR(x) | ____x, estimated |
| UNDERWRITTEN EFFECTIVE GROSS INCOME | \$_____, estimated |
| UNDERWRITTEN TOTAL OPERATING EXPENSES | \$_____, estimated |
| UNDERWRITTEN REPLACEMENT RESERVES | \$____ per unit per year, estimated |
| UW NCF (\$) | \$_____ |
| CROSS-COLLATERALIZED (Y/N) | Yes/No |
| CROSS-DEFAULTED (Y/N) | Yes/No |
| GENERAL PROPERTY TYPE | Multifamily |
| SPECIFIC PROPERTY TYPE | [Garden Style][Mid-Rise][High-Rise] |
| LAND OWNERSHIP RIGHTS | [Leasehold] |
| PROPERTY VALUE | \$_____ (estimated, as of [Appraisal Date]) |
| SEISMIC RISK | The Project meets Fannie Mae seismic requirements, if any. |
| TERRORISM INSURANCE COVERAGE (Y/N) | Yes/No |
| TOTAL NUMBER OF UNITS | ##### |
| AFFORDABLE HOUSING TYPE | Low Income Housing Tax Credit (“LIHTC”) (### units) |
| TAXES CURRENTLY ESCROWED | Yes/No |
| PROPERTY OWNER | Allied 1510 Parkmoor, L.P., a California limited partnership |
| DEVELOPER | Adobe Housing Development, a California nonprofit public development corporation |
| PROPERTY MANAGER | See “PRIVATE PARTICIPANTS – The Property Manager” in the Official Statement. |
| PROPERTY MANAGER EXPERIENCE | See “PRIVATE PARTICIPANTS – The Property Manager” in the Official Statement. |
| MULTIFAMILY SCHEDULE OF LOAN INFORMATION | |
| CRA INFORMATION <i>(Information provided by Borrower for this Official Statement)</i> | |
| REGULATORY AGREEMENT SET ASIDES | [For the Project, the Borrower has selected the occupancy option referred to as “income averaging” pursuant to Subsection 42(g)(1)(C) of the Code. An owner of a qualified property who selects such average income option designates income restrictions for property units that result in an average income restriction not to exceed 60% of the AMI adjusted for family size for all property units.] [Under the Regulatory Agreement the Borrower is required to rent at least ____% of the Project apartment units to certain qualified tenants whose income does not exceed ____% of the area AMI where the Project is located.] |
| UNITS AT OR BELOW ____% OF MEDIAN INCOME | ____% (### units) |
| UNITS AT OR BELOW ____% OF MEDIAN INCOME | ____% (### units) |
| UNITS WITH INCOME OR RENT RESTRICTION % | ____% (### units) |
| AGE RESTRICTED INDICATOR | Yes/No |

| | |
|--------------------------------|--|
| TAX ABATEMENT | Yes/No |
| FEDERAL TAX CREDIT INVESTOR | Investor Limited Partner |
| [STATE TAX CREDIT INVESTOR] | [_____] |
| REGULATORY AGREEMENTS OVERSEER | Bonds: [Oversight Entity] Tax Credits: [Oversight Entity] |

APPENDIX I
PROPOSED FORM OF OPINION OF BOND COUNSEL

Upon the issuance of the Bonds, Stradling Yocca Carlson & Rauth, Bond Counsel for the Issuer, proposes to issue an opinion in substantially the following form:

October __, 2023

City of San José
San José, California

Re: City of San José Multifamily Housing Mortgage-Backed Bonds (Parkmoor) Series 2023F-1 (M-TEMS) (FN) and City of San José Multifamily Housing Revenue Bonds (Parkmoor) Series 2023F-2 (Cash Collateralized)

Ladies and Gentlemen:

We have acted as Special Counsel to the City of San José (the “City”) in connection with the execution and delivery of its \$2,150,000* City of San José Multifamily Housing Mortgage-Backed Bonds (Parkmoor) Series 2023F-1 (M-TEMS) (FN) (the “Series 2023F-1 Bonds”) and its \$37,657,000* City of San José Multifamily Housing Revenue Bonds (Parkmoor) Series 2023F-2 (Cash Collateralized) (the “Series 2023F-2 Bonds,” and, together with the Series 2023F-1 Bonds, the “Bonds”). We have examined certified copies of the proceedings of the City and other information and documents submitted to us relative to the issuance and sale of the Bonds.

The Bonds has been issued pursuant to a resolution of the City adopted on October 3, 2023 (the “Resolution”), the provisions of Chapter 7 of Part 5 of Division 31 of the Health and Safety Code of the State of California, as amended (the “Act”), and an Indenture of Trust, dated as of October 1, 2023 (the “Indenture”), by and between the City and U.S. Bank Trust Company, National Association, as trustee (the “Trustee”). Capitalized terms used herein and not defined shall have the meanings given to them in the Indenture.

The Bonds are dated as of the date of delivery and mature on the date and bear interest at the rates per annum set forth in the Indenture. The Bonds are registered Bonds in the form set forth in the Indenture payable and redeemable in the amounts, at the times and in the manner provided for in the Indenture.

The Bonds are being issued for the purpose of financing the acquisition, construction and equipping of a multifamily rental housing project (the “Project”) to be constructed by Allied 1510 Parkmoor, L.P., a California limited partnership (the “Borrower”) in the City of José. The proceeds of the Bonds are being loaned to the Borrower to acquire, construct and equip the Project.

In rendering our opinion, we have examined the Act and originals or certified copies of the Resolution, the Indenture, the Financing Agreement dated as of October 1, 2023 (the “Financing Agreement”), by and among the City, the Trustee and the Borrower, the Regulatory Agreement and Declaration of Restrictive Covenants dated as of October 1, 2023 (the “Regulatory Agreement”), by and between the City and the Borrower, the Multifamily Notes each dated as of October __, 2023, executed by the Borrower to the order of the City and the Tax Certificate and Agreement dated October __, 2023, executed by the City and the Borrower, and such other information and documents as we have deemed necessary to render the opinions set forth herein. As to questions of fact material to the opinions stated herein, we have relied upon representations made by the City in the Indenture, and by the City and the Borrower in the Regulatory Agreement and the Tax Certificate, the certified proceedings of the City and certifications of public officials of the City, the Borrower, the Underwriter, the Construction Lender and others furnished to us without undertaking to verify through independent investigation the accuracy of the representations and certifications relied upon by us. In rendering this opinion, we have assumed the genuineness of all signatures and documents presented to us.

* Preliminary; subject to change.

Based upon our examination of all of the foregoing, and in reliance thereon, and on all matters of fact as we deem relevant under the circumstances, and upon consideration of applicable laws, we are of the opinion that:

(1) the City is a public body, corporate and politic, duly and validly organized and existing under the Constitution and laws of the State of California, with full power and authority to adopt the Resolution, to execute and deliver the Indenture, the Financing Agreement and the Regulatory Agreement (collectively, with the Bonds, the “Bond Documents”), to perform its obligations under the Bond Documents, and to execute, deliver and issue the Bonds;

(2) the execution and delivery of the Bond Documents have been duly authorized by the City and, assuming proper authorization, execution and delivery by the respective other parties thereto, are valid and binding obligations of the City enforceable against the City in accordance with their terms;

(3) the Bonds has been duly and validly authorized, issued and delivered by the City and are valid and binding special and limited obligations of the City, payable solely out of the revenues and receipts provided therefor in the Indenture, enforceable in accordance with its terms and the terms of the Indenture;

(4) the Indenture creates a valid pledge, to secure the payment of the principal of and interest on the Bonds, of the City’s interest in the Trust Estate (as defined in the Indenture) held or set aside under the Indenture, subject to the application thereof to the purposes and on the terms and conditions permitted by the Indenture;

(5) assuming continuing compliance subsequent to the issuance of the Bonds with the applicable provisions of the Internal Revenue Code of 1986, as amended (the “Code”), under existing statutes, regulations, rulings and judicial decisions, interest (and original issue discount) on the Bonds is excluded from gross income for federal income tax purposes, except for interest (and original issue discount) on the Bonds for any period during which such Bonds are held by a “substantial user” of the property financed with the proceeds of the Bonds or a “related person,” as such terms are used in Section 147(a) of the Code. Interest (and original issue discount) on the Bonds is not an item of tax preference for purposes of calculating the federal alternative minimum tax imposed on individuals; however, for tax years beginning after December 31, 2022, with respect to applicable corporations as defined in Section 59(k) of the Code, interest (and original issue discount) with respect to the Bonds might be taken into account in determining adjusted financial statement income for the purposes of computing the alternative minimum tax imposed on such corporations;

(6) interest (and original issue discount) on the Bonds is exempt from State of California personal income tax;

(7) the difference between the issue price of a Bond (the first price at which a substantial amount of the Bonds of a maturity is to be sold to the public) and the stated redemption price at maturity with respect to such Bond constitutes original issue discount. Original issue discount accrues under a constant yield method, and original issue discount will accrue to a Bond owner before receipt of cash attributable to such excludable income. The amount of original issue discount deemed received by a Bond owner will increase the Bond owner’s basis in the applicable Bond; and

(8) the amount by which a Bond owner’s original basis for determining loss on sale or exchange in the applicable Bond (generally the purchase price) exceeds the amount payable on maturity (or on an earlier call date) constitutes amortizable Bond premium, which must be amortized under Section 171 of the Code; such amortizable Bond premium reduces the Bond owner’s basis in the applicable Bond (and the amount of tax-exempt interest received), and is not deductible for federal income tax purposes. The basis reduction as a result of the amortization of Bond premium may result in a Bond owner realizing a taxable gain when a Bond is sold by the owner for an amount equal to or less (under certain circumstances) than the original cost of the Bond to the owner. Purchasers of the Bonds should consult their own tax advisors as to the treatment, computation and collateral consequences of amortizable Bond premium.

The opinions expressed in paragraphs (2), (3) and (4) above are subject to the condition that the enforceability of the Bond Documents and the Bonds may be limited by moratorium, bankruptcy, reorganization, fraudulent

conveyance, insolvency, by other laws affecting creditors' rights generally, by the exercise of judicial discretion in accordance with general principles of equity and by limitations on legal remedies against public agencies in the State of California. In addition, we express no opinion as to the enforceability of any indemnification, contribution, choice of law, choice of forum, penalty or waiver provisions contained in the Bond Documents or the Bonds.

The opinion expressed herein as to the exclusion from gross income for federal income tax purposes of interest (and original issue discount) on the Bonds is subject to the condition that the applicable requirements of the Code are complied with subsequent to the execution and delivery of the Bonds. Failure to comply with such requirements may cause interest (and original issue discount) on the Bonds to be included in gross income for federal income tax purposes retroactive to the date of the execution and delivery of the Bonds. The Borrower has covenanted in the Financing Agreement and the Regulatory Agreement to comply with such requirements. Except as expressly set forth in paragraphs (5), (7), and (8) above, we express no opinion as to any federal tax consequences with respect to the Bonds. In addition, we express no opinion regarding whether any purchaser of the Bonds is a "substantial user" of property financed with the proceeds of the Bonds or a "related person" as such terms are used in Section 147(a) of the Code.

Certain requirements and procedures contained or referred to in the Bond Documents and the Tax Certificate may be changed, and certain actions may be taken, under the circumstances and subject to the terms and conditions set forth in such documents, upon the advice or with the approving opinion of counsel nationally recognized in the area of tax-exempt obligations. We express no opinion as to the effect on the exclusion of interest (and original issue discount) on the Bonds from gross income for federal income tax purposes on and after the date on which any such change occurs or action is taken upon the advice or approval of counsel other than Stradling Yocca Carlson & Rauth, a Professional Corporation.

It is possible that subsequent to the issuance of the Bonds there might be federal, state, or local statutory changes (or judicial or regulatory interpretations of federal, state, or local law) that affect the federal, state, or local tax treatment of the Bonds or the market value of the Bonds. No assurance can be given that subsequent to the issuance of the Bonds such changes or interpretations will not occur.

Our opinion is limited to matters governed by the laws of the State of California and federal law. We assume no responsibility with respect to the applicability or the effect of the laws of any other jurisdiction and express no opinion as to the enforceability of the choice of law provisions contained in the Bond Documents.

The opinions expressed herein are based on an analysis of existing statutes, regulations, rulings and judicial decisions and cover certain matters not directly addressed by such authorities. Such opinions may be affected by actions taken (or not taken) or events occurring (or not occurring) after the date hereof. We have not undertaken to determine, or to inform any person, whether any such actions or events are taken or do occur.

Our engagement with respect to the Bonds terminates upon its issuance, and we disclaim any obligation to update the matters set forth herein.

Respectfully submitted,