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 this 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.

PRELIMINARY OFFICIAL STATEMENT DATED NOVEMBER 6, 2026

NEW ISSUE – Book-Entry Only

RATING: Moody's "Aa1"
SEE "RATING" herein.

In the opinion of Parker Poe Adams & Bernstein LLP, Bond Counsel ("Bond Counsel"), based on an analysis of existing laws, regulations, rulings and court decisions, and assuming, among other matters, the accuracy of certain representations and compliance with certain covenants, interest on the Bonds is excludable from gross income for federal income tax purposes under Section 103 of the Internal Revenue Code of 1986, as amended (the "Code"), except for interest on any Bond for any period during which such Bond is held by a "substantial user" of the facilities financed by the Bonds or by a "related person" within the meaning of Section 147(a) of the Code. In the further opinion of Bond Counsel, interest on the Bonds is not an item of tax preference for purposes of the federal individual alternative minimum tax; however, such interest is taken into account in determining the annual adjusted financial statement income of applicable corporations (as defined in Section 59(k) of the Code), for the purpose of computing the alternative minimum tax imposed on corporations. Bond Counsel is also of the opinion that the Bonds and the interest thereon are presently exempt from all State of South Carolina, county, school district, municipal and all other taxes or assessments of the State of South Carolina, direct or indirect, general or special, whether imposed for the purpose of general revenue or otherwise, except inheritance, estate and transfer taxes, but the interest on the Bonds may be includable in certain franchise fees or taxes. Bond Counsel expresses no opinion regarding any other tax consequences related to the ownership or disposition of, or the amount, accrual or receipt of interest on, the Bonds. See "TAX TREATMENT" herein.

$15,000,000*
South Carolina State Housing Finance and Development Authority
Multifamily Housing Revenue Bonds
(Village at Crabtree Project)
Series 2026

Dated: Date of Delivery
Initial Interest Rate: ___%
Initial Offering Price: 100%

Mandatory Tender in connection with Conversion Date: no earlier than June 1, 2029*
Optional Call Date: June 1, 2029*
Initial Mandatory Tender Date: December 1, 2029*
Maturity Date: December 1, 2044*
CUSIP: _____

The South Carolina State Housing Finance and Development Authority (the "Issuer") is issuing its Multifamily Housing Revenue Bonds (Village at Crabtree Project) Series 2026 (the "Bonds") pursuant to a Trust Indenture dated as of November 1, 2026 (the "Indenture"), by and between the Issuer and U.S. Bank Trust Company, National Association, as trustee (the "Trustee"). The Bonds shall bear interest on the outstanding principal amount thereof at the Initial Interest Rate set forth above (the "Initial Interest Rate") from their date of issuance to but not including the earliest of the Conversion Date (as defined herein), the Initial Mandatory Tender Date set forth above (the "Initial Mandatory Tender Date"), or any Redemption Date (as defined herein) prior to maturity, payable on each June 1 and December 1, commencing June 1, 2027*. See "THE BONDS" herein.

The Bonds are being issued to finance a mortgage loan (the "Loan") to TWG Crabtree, LP, an Indiana limited partnership (the "Borrower") to finance a portion of the costs of the acquisition, construction and equipping of an approximately 117-unit residential rental housing project located in City of Conway, Horry County, South Carolina, and to be known as Village at Crabtree, together with any functionally related and subordinate facilities (the "Project"). The Loan will be made to the Borrower pursuant to a Loan Agreement, dated as of November 1, 2026 (the "Loan Agreement"), between the Issuer and the Borrower, under which the Borrower has agreed to provide, as described herein, payments to the Trustee in amounts sufficient to pay the principal of and interest on the Bonds when due. The Loan will be evidenced by a promissory note in the principal amount of $15,000,000* (the "Note") from the Borrower to the Issuer, endorsed to the Trustee, and secured by a Mortgage, Assignment of Rents, Security Agreement and Fixture Filing, dated as of the Closing Date, by the Borrower in favor of the Issuer and assigned to the Trustee, as amended or supplemented from time to time (the "Bond Mortgage").

The Bonds are subject to mandatory tender for purchase, subject to satisfaction of the applicable terms and conditions set forth in the Indenture, on the earlier of (i) the Conversion Date (as hereinafter defined), (ii) the Initial Mandatory Tender Date or (iii) any other Mandatory Tender Date. All Bondholders must tender their Bonds for purchase on the earlier of (i) the Conversion Date and (ii) the Initial Mandatory Tender Date. The Bonds may be remarketed and a new interest rate for the Bonds may be determined on the Initial Mandatory Tender Date in accordance with the terms of the Indenture. If the Bonds are remarketed on the Initial Mandatory Tender Date, the terms of the Bonds after such date may differ materially from the description provided in this Official Statement. Therefore, prospective purchasers of the 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. This Official Statement does not describe any terms of the Bonds following the earlier of the Initial Mandatory Tender Date or the Conversion Date.

On or prior to the Conversion Date, the Bonds are subject to redemption prior to maturity as set forth herein. See "INTRODUCTION."

Under the terms of the Indenture, an amount equal to the principal amount of the Bonds is to be deposited into the Project Fund established under the Indenture and invested pursuant to the Indenture. At all times prior to the earlier of Conversion or the Initial Mandatory Tender Date, the Bonds will be secured by amounts on deposit under the Indenture, which amounts shall constitute Eligible Funds and shall be invested in Eligible Investments, and such amounts will be sufficient, along with investment earnings thereon, without the need for reinvestment, to pay all of the interest on the Bonds when due and to pay the principal of the Bonds on the earlier of any Mandatory Tender Date or any Redemption Date, as further described herein. See "SECURITY AND SOURCES OF PAYMENT FOR THE BONDS" herein.

THE BONDS, THE PRINCIPAL THEREOF AND THE INTEREST AND ANY PREMIUM THEREON, ARE SPECIAL LIMITED OBLIGATIONS OF THE ISSUER, PAYABLE SOLELY FROM THE TRUST ESTATE. THE BONDS ARE NOT GENERAL OBLIGATIONS OF THE ISSUER. THE BONDS ARE NOT A DEBT, EITHER GENERAL OR SPECIAL, OF THE STATE OR OF ANY POLITICAL SUBDIVISION OR AGENCY OF THE STATE, AND NEITHER THE STATE NOR ANY POLITICAL SUBDIVISION OF THE STATE WILL BE LIABLE FOR THE PAYMENT OF THE BONDS. THE FAITH AND CREDIT OF THE STATE OR ANY POLITICAL SUBDIVISION OR AGENCY OF THE STATE OR OF THE ISSUER ARE NOT PLEDGED TO THE PAYMENT OF THE PRINCIPAL OF OR INTEREST ON THE BONDS. THE ISSUER HAS NO TAXING POWER.

NO MEMBER, DIRECTOR, OFFICER, AGENT, EMPLOYEE OR ATTORNEY OF THE ISSUER, INCLUDING ANY PERSON EXECUTING THE INDENTURE OR THE BONDS, SHALL BE LIABLE PERSONALLY ON THE BONDS OR FOR ANY REASON RELATING TO THE ISSUANCE OF THE BONDS. NO RECOURSE SHALL BE HAD FOR THE PAYMENT OF THE PRINCIPAL OF OR THE INTEREST ON THE BONDS, OR FOR ANY CLAIM BASED ON THE BONDS, OR OTHERWISE IN RESPECT OF THE BONDS, OR BASED ON OR IN RESPECT OF THE INDENTURE OR ANY SUPPLEMENTAL INDENTURE, AGAINST ANY MEMBER, DIRECTOR, OFFICER, EMPLOYEE OR AGENT, AS SUCH, OF THE ISSUER OR ANY SUCCESSOR, WHETHER BY VIRTUE OF ANY CONSTITUTION, STATUTE OR RULE OF LAW, OR BY THE ENFORCEMENT OF ANY ASSESSMENT OR PENALTY OR OTHERWISE, ALL SUCH LIABILITY BEING, BY THE ACCEPTANCE OF THE BOND AND AS PART OF THE CONSIDERATION FOR THE ISSUANCE OF THE BONDS, EXPRESSLY WAIVED AND RELEASED.

The Bonds are offered for delivery when, as and if issued and received by Stifel, Nicolaus & Company, Incorporated (the "Underwriter") and subject to the approval of legality by Parker Poe Adams & Bernstein LLP, Columbia, South Carolina, as Bond Counsel, and certain other conditions. Certain legal matters will be passed upon for the Borrower by its counsel, Ice Miller LLP, Indianapolis, Indiana, and for the Underwriter by its counsel, Tiber Hudson, LLC, Washington, D.C. It is expected that the Bonds will be available in book-entry form through the facilities of DTC in Brooklyn, New York on or about November __, 2026.

This cover page contains limited information for ease of reference only. It is not a summary of the Bonds or the security therefor. This entire Official Statement, including the Appendices, must be read to obtain information essential to make an informed investment decision, paying particular attention to the matters discussed in "CERTAIN BONDHOLDERS' RISKS" herein.

STIFEL

Date: November __, 2026

* Preliminary; subject to change.

No broker, dealer, salesman or other person has been authorized by the Issuer, 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 prior to the registration or qualification under the securities laws of any such jurisdiction. 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 under the Indenture shall, under any circumstances, create any implication that there has been no change in the affairs of the Issuer since the date hereof.

All quotations from and summaries and explanations of provisions of laws and documents herein do not purport to be complete and reference is made to such laws and documents for full and complete statements of their provisions. This Official Statement is not to be construed as a contract or agreement between the Issuer and the purchasers or owners of any of the Bonds. All statements made in this Official Statement involving estimates or matters of opinion, whether or not expressly so stated, are intended merely as estimates or opinions and not as representations of fact. The cover page hereof, inside front cover, and the appendices attached hereto are part of this Official Statement. The information and expressions of opinion herein are subject to change without notice, and neither the delivery of this Official Statement nor any sale of the Bonds shall under any circumstances create any implication that there has been no change in the affairs of the Issuer since the date hereof.

The Underwriter has reviewed the information in this Official Statement pursuant to its responsibilities to investors under federal securities laws, but the Underwriter does not guarantee the accuracy or completeness of such information.

No registration statement relating to the Bonds has been filed with the 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.

The order and placement of information in this Official Statement, including the Appendices, are not an indication of relevance, materiality or relative importance, and this Official Statement, including the Appendices, must be read in its entirety. The captions and headings in this Official Statement are for convenience only and in no way define, limit, or describe the scope and intent, or affect the meaning or construction, of any provision or section of this Official Statement.

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.

U.S. Bank Trust Company, National Association, as Trustee, has not reviewed, provided or undertaken to determine the accuracy of any of the information contained in this Official Statement and makes no representation or warranty, express or implied, as to any matters contained in this Official Statement, including, but not limited to, (i) the accuracy or completeness of such information, (ii) the validity of the Bonds, or (iii) the tax-exempt status of the Bonds.

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OFFICIAL STATEMENT

$15,000,000*
South Carolina State Housing Finance and Development Authority
Multifamily Housing Revenue Bonds
(Village at Crabtree Project)
Series 2026

INTRODUCTION

This Official Statement (this "Official Statement") has been prepared in connection with the issuance of the above-captioned Bonds (the "Bonds") by the South Carolina State Housing Finance and Development Authority (the "Issuer"), a public body corporate and politic and an agency of the State of South Carolina (the "State"). The Issuer has authorized the issuance of the Bonds by a resolution relating to the issuance of the Bonds adopted by the Board of Commissioners of the Issuer on March 18, 2026 (the "Resolution"), and the Bonds are issued pursuant to a Trust Indenture dated as of November 1, 2026 (the "Indenture"), by and between the Issuer and U.S. Bank Trust Company, National Association, as trustee (the "Trustee"). Certain capitalized terms that are used in this Official Statement and not otherwise defined shall have the definitions ascribed to them in "APPENDIX A – DEFINITIONS OF CERTAIN TERMS" hereto.

The Bonds are to be issued pursuant to the provisions of South Carolina State Housing Finance and Development Authority Act of 1977, codified at Chapter 13 of Title 31 of the South Carolina Code of Laws, as amended (the "Act"), for the purpose of providing funds to finance a mortgage loan (the "Loan") to TWG Crabtree, LP, an Indiana limited partnership (the "Borrower"), to finance a portion of the cost of acquisition, construction and equipping of an approximately 117-unit multifamily residential rental project located in City of Conway, Horry County, South Carolina, and to be known as Village at Crabtree, together with any functionally related and subordinate facilities (the "Project"). See "PRIVATE PARTICIPANTS" and "THE PROJECT" herein.

The Loan will be made to the Borrower under a Loan Agreement dated as of November 1, 2026 (the "Loan Agreement"), by and between the Issuer and the Borrower. Pursuant to the Loan Agreement, the Borrower has agreed to make payments to the Trustee in amounts sufficient to pay the principal of and interest on the Bonds when due (the "Bond Service Charges") to the extent that amounts otherwise available for such payment are insufficient therefor. The Loan will be evidenced by a promissory note in the principal amount of $15,000,000* (the "Note") from the Borrower to the Issuer, endorsed to the Trustee, and secured by a Mortgage, Assignment of Rents, Security Agreement and Fixture Filing, dated as of the Closing Date, by the Borrower in favor of the Issuer and assigned to the Trustee, as amended or supplemented from time to time (the "Bond Mortgage").

The Borrower will cause Eligible Funds (in an amount equal to each Requisition from the Project Fund and up to $15,000,000*) to be delivered to the Trustee for deposit into the Collateral Fund under the Indenture. Prior to the disbursement of amounts from the Project Fund to pay Qualified Project Costs, a like amount of Eligible Funds is required to be deposited into the Collateral Fund. See "THE CONSTRUCTION LOAN, ELIGIBLE FUNDS AND DISBURSEMENT OF BOND PROCEEDS" herein.

Bond Service Charges are payable from the security pledged under the Indenture, including the payments on the investment of funds under the Indenture. Under the Indenture, the Trustee is to invest amounts held under the Indenture in Eligible Investments (as defined below). **At all times prior to the earlier of the Conversion Date and the Initial Mandatory Tender Date, the Bonds will be secured by amounts on deposit under the Indenture, which shall constitute Eligible Funds and shall be invested in Eligible Investments and such amounts will be sufficient, along with investment earnings thereon, without the need for reinvestment, to pay all of the interest on the Bonds when due and to pay the principal of the Bonds at the earlier of any Redemption Date or on any**

* Preliminary; subject to change.

Mandatory Tender Date, as further described herein. See "SECURITY AND SOURCES OF PAYMENT FOR THE BONDS" herein.

The Bonds shall bear interest on the outstanding principal amount thereof at a rate equal to the Initial Interest Rate from their date of issuance, to, but not including, the earliest of the Conversion Date (as defined herein), December 1, 2029* (the "Initial Mandatory Tender Date"), or any Redemption Date (as defined herein) prior to maturity, payable on each June 1 and December 1, commencing June 1, 2027* (each an "Interest Payment Date"), and on each Redemption Date and Mandatory Tender Date.

The Bonds are subject to mandatory tender for purchase, subject to satisfaction of the applicable terms and conditions set forth in the Indenture, on (i) the Conversion Date, (ii) the Initial Mandatory Tender Date or (iii) any other Mandatory Tender Date. All Bondholders must tender their Bonds for purchase on (i) the Conversion Date, (ii) the Initial Mandatory Tender Date or (iii) any other Mandatory Tender Date. A new interest rate for the Bonds may be determined on a Mandatory Tender Date in accordance with the terms of the Indenture. If the Bonds are remarketed on a Mandatory Tender Date, the terms of the Bonds after such date may differ materially from the description provided in this Official Statement. Therefore, prospective purchasers of the Bonds on and after the earlier of a Mandatory Tender Date or Conversion Date may not rely on this Official Statement, but rather must rely upon any disclosure documents prepared in connection with such remarketing or in connection with the bond documents in connection with a Forward Bond Purchase Agreement dated as of November __, 2026 (the "Forward Bond Purchase Agreement") entered into by the Borrower with the Trustee and Cedar Rapids Bank and Trust Company, an Iowa state-chartered banking corporation (in that capacity, the "Permanent Lender"). This Official Statement does not describe the terms of the Bonds following the earlier of the Initial Mandatory Tender Date or the Conversion Date. If the Conversion Conditions contained in the Forward Bond Purchase Agreement are satisfied (or waived by the Permanent Lender) by the Conversion Date Deadline, the Permanent Lender will purchase Bonds in an amount equal to the Permanent Loan Amount to provide financing of the Project in the Permanent Mode (the "Permanent Loan"). On the Conversion Date, the Trustee will deliver the Bonds that remain Outstanding to the Permanent Lender as a single physical bond, the Issuer will endorse the amended and restated Note to the Permanent Lender, the Issuer will release the Bond Mortgage, the Indenture and the Loan Agreement will terminate, and a Bond Financing Agreement among the Issuer, the Borrower and the Permanent Lender (the "Bond Financing Agreement") will govern the Bonds.

Prior to the Conversion Date, the Bonds are subject to redemption prior to maturity as set forth herein under "THE BONDS."

The Borrower expects to obtain additional financing for its acquisition, construction and equipping of the Project from (a) a construction and a tax credit equity bridge loan (collectively, the "Construction Loan") to be made by Cedar Rapids Bank and Trust Company, an Iowa state-chartered banking corporation (in that capacity, the "Construction Lender"), and (b) proceeds from capital contributions to the Borrower to be made by Tax Credit Holdings - TWG CRABTREE, L.L.C., a Missouri limited liability company (as each of the "Investment Limited Partner," the "South Carolina Limited Partner," and the "Special Limited Partner," and collectively, the "Limited Partner") to obtain the benefit of Federal low income housing tax credits (the "Federal Tax Credits"). See "THE CONSTRUCTION LOAN, ELIGIBLE FUNDS AND DISBURSEMENT OF BOND PROCEEDS" and "THE PROJECT – Plan of Financing" herein.

The Project will be subject to the Agreement as to Restrictive Covenants (the "Regulatory Agreement") dated as of the Closing Date, by and among the Borrower and the Issuer. The Regulatory Agreement requires that at least 40% of completed units of the Project be occupied by persons or families having incomes at or below 60% of area median gross income during the longer of the remaining term of the Bonds or the Qualified Project Period (as defined in the Regulatory Agreement), in accordance with Section 142(d) of the Code. Failure to comply with these requirements could result in the loss of the federal tax exemption of the Bonds retroactively to their date of issuance. See "TAX TREATMENT" and "APPENDIX D – SUMMARY OF CERTAIN PROVISIONS OF THE REGULATORY AGREEMENT." In addition to the rental restrictions imposed upon the Project by the Regulatory Agreement, the Project will be further encumbered by a tax credit restrictive covenant (the "Tax Credit Regulatory Agreement"), to be executed by the Borrower in connection with the federal low income housing tax credits to be

* Preliminary; subject to change.

allowed the Project (and allocated to the Limited Partner in the capacity as a partner of the Borrower) in compliance with the requirements of Section 42(h)(4)(B) of the Code, and by any agreements entered into with regard to rental assistance payments applicable to the Project. See "PRIVATE PARTICIPANTS" and "THE PROJECT" herein.

Brief descriptions of the Issuer, the Borrower, the Construction Lender, the Permanent Lender, the Limited Partner, the Construction Loan, the Permanent Loan, the Project, the Bonds, the security for the Bonds, the Indenture, the Loan Agreement, and the Regulatory Agreement are included in this Official Statement. The summaries herein do not purport to be complete and are qualified in their entireties by reference to such documents, agreements and programs as may be referred to herein, and the summaries herein of the Bonds are further qualified in their entireties by reference to the form of the Bonds included in the Indenture and the provisions with respect thereto included in the aforesaid documents.

THE ISSUER

The following information has been provided by the Issuer for use herein. While the information is believed to be reliable, none of the Trustee, the Borrower, the Underwriter, the Construction Lender, the Permanent Lender nor any of their respective counsel, members, officers or employees makes any representations as to the accuracy or sufficiency of such information.

The South Carolina State Housing Finance and Development Authority is a public body corporate and politic and an agency of the State of South Carolina. The Issuer is authorized by the South Carolina State Housing Finance and Development Authority Act of 1977 (Title 31, Chapter 13 of the Code of Laws of South Carolina 1976, as amended), as now in effect and as it may from time to time hereafter be amended or supplemented (the "Act") to issue revenue bonds payable solely from the revenues and receipts from any project and secured by a pledge of said revenues and receipts. Under the Act, the Issuer may also issue bonds to refund outstanding bonds issued under the Act. The Issuer has no taxing power.

The Issuer is not in any event to be liable for the payment of the principal of, premium or interest on the Bonds or for the performance of any pledge, mortgage, obligation or agreement of any kind whatsoever undertaken by the Issuer and neither the Bonds nor any of the Issuer's agreements or obligations are to be construed to constitute an indebtedness of the Issuer or the State within the meaning of any constitutional or statutory provision whatsoever.

THE ISSUER SHALL NOT IN ANY EVENT BE LIABLE FOR THE PAYMENT OF THE PRINCIPAL OF OR INTEREST ON THE BONDS, OR FOR THE PERFORMANCE OF ANY PLEDGE, MORTGAGE, OBLIGATION, OR AGREEMENT OF ANY KIND WHATSOEVER WHICH MAY BE UNDERTAKEN BY THE ISSUER EXCEPT FROM THE SOURCES SPECIFICALLY PLEDGED THERETO PURSUANT TO THE INDENTURE, AND NEITHER THE BONDS NOR ANY OF THE AGREEMENTS OR OBLIGATIONS OF THE ISSUER SHALL BE CONSTRUED TO CONSTITUTE AN INDEBTEDNESS OF THE ISSUER WITHIN THE MEANING OF ANY CONSTITUTIONAL OR STATUTORY PROVISION WHATSOEVER (OTHER THAN ARTICLE X, SECTION 13, PARAGRAPH 9 OF THE SOUTH CAROLINA CONSTITUTION AUTHORIZING OBLIGATIONS PAYABLE SOLELY FROM SPECIAL SOURCES NOT INVOLVING REVENUES FROM ANY TAX) OR STATUTORY LIMITATION AND SHALL NEVER CONSTITUTE NOR GIVE RISE TO A PECUNIARY LIABILITY OF THE ISSUER OR A CHARGE AGAINST ITS GENERAL CREDIT OR TAXING POWER. THE BONDS AND THE INTEREST THEREON SHALL NOT BE DEEMED TO CONSTITUTE OR TO CREATE IN ANY MANNER A DEBT, LIABILITY OR OBLIGATION OF THE STATE OR OF ANY POLITICAL SUBDIVISION OR ANY AGENCY THEREOF OR A PLEDGE OR A GRANT OF THE FAITH AND CREDIT OF THE STATE OR ANY SUCH POLITICAL SUBDIVISION OR ANY SUCH AGENCY, BUT SHALL BE LIMITED OBLIGATIONS OF THE ISSUER PAYABLE SOLELY FROM THE SECURITY AND OTHER FUNDS PLEDGED THEREFOR AND SHALL NOT BE PAYABLE FROM ANY OTHER ASSETS OR FUNDS OF THE ISSUER, AND NEITHER THE FAITH AND CREDIT NOR THE TAXING POWER OF THE STATE OR ANY POLITICAL SUBDIVISION OR ANY AGENCY THEREOF IS PLEDGED TO THE PAYMENT OF THE PRINCIPAL OF OR INTEREST ON THE BONDS. THE ISSUER HAS NO TAXING POWER.

NO OFFICER, AGENT, EMPLOYEE OR ATTORNEY OF THE ISSUER, INCLUDING ANY PERSON EXECUTING THE INDENTURE OR THE BONDS, SHALL BE LIABLE PERSONALLY ON THE BONDS OR FOR ANY REASON RELATING TO THE ISSUANCE OF THE BONDS. NO RECOURSE SHALL BE HAD FOR THE PAYMENT OF THE PRINCIPAL OF OR THE INTEREST ON THE BONDS, OR FOR ANY CLAIM BASED ON THE BONDS, OR OTHERWISE IN RESPECT OF THE BONDS, OR BASED ON OR IN RESPECT OF THE INDENTURE, AGAINST ANY OFFICER, EMPLOYEE OR AGENT, AS SUCH, OF THE ISSUER OR ANY SUCCESSOR, WHETHER BY VIRTUE OF ANY CONSTITUTION, STATUTE OR RULE OF LAW, OR BY THE ENFORCEMENT OF ANY ASSESSMENT OR PENALTY OR OTHERWISE, ALL SUCH LIABILITY BEING, AND AS PART OF THE CONSIDERATION FOR THE ISSUANCE OF THE BONDS, EXPRESSLY WAIVED AND RELEASED.

No agreement or obligation contained in the Indenture shall be deemed to be an agreement or obligation of any director, officer, employee, commissioner, servant or agent of the Issuer in his or her individual capacity, and neither the directors of the Issuer nor any officer thereof executing any Bond shall be liable personally on such Bond or be subject to any personal liability or accountability by reason of the issuance thereof. No director, officer, employee, commissioner, servant or agent of the Issuer shall incur any personal liability with respect to any other action taken by him or her pursuant to the Indenture.

EXCEPT FOR INFORMATION CONCERNING THE ISSUER IN THIS SECTION AND "ABSENCE OF LITIGATION – THE ISSUER," NONE OF THE INFORMATION IN THIS OFFICIAL STATEMENT HAS BEEN SUPPLIED OR VERIFIED BY THE ISSUER, AND THE ISSUER MAKES NO REPRESENTATION OR WARRANTY, EXPRESS OR IMPLIED, AS TO THE ACCURACY OR COMPLETENESS OF SUCH INFORMATION.

THE BONDS ARE LIMITED OBLIGATIONS OF THE ISSUER PAYABLE SOLELY FROM THE REVENUES, RECEIPTS AND SECURITY PLEDGED THEREFOR. NO RECOURSE SHALL BE HELD AGAINST ANY DIRECTOR, MEMBER OR OFFICER, AS SUCH, OF THE ISSUER FOR THE PAYMENT UPON ANY SUCH BONDS.

THE CONSTRUCTION LOAN, ELIGIBLE FUNDS AND DISBURSEMENT OF BOND PROCEEDS

Contemporaneously with the issuance of the Bonds, the Borrower will obtain the Construction Loan from the Construction Lender and other subordinate sources of financing from other parties. Proceeds of the Construction Loan in the amount of $50,000 will be disbursed on the Closing Date, but no further proceeds will be disbursed pending the Borrower's receipt of all necessary permits for construction of the Project. Following the Closing Date, and subject to the Borrower's receipt of the necessary permits, the Borrower will cause Eligible Funds, including proceeds of the Construction Loan, to be delivered to the Trustee for deposit into the Collateral Fund established by the Trustee under the Indenture. Upon the deposit of Eligible Funds into the Collateral Fund, and subject to the other applicable provisions set forth in the Indenture and the Loan Agreement, the Trustee shall disburse a like amount of Bond proceeds from the Project Fund to the Borrower by deposit into a designated account of the Borrower or purposes of paying costs of the Project, all in accordance with the Indenture and the Loan Agreement. Pursuant to the Loan Agreement, with respect to each Requisition made on the Project Fund, the Borrower shall cause to be delivered to the Trustee Eligible Funds for deposit into the Collateral Fund in an aggregate amount equal to the amount to be funded under such Requisition, which in any event shall be a prerequisite to the disbursement of the amount of Bond proceeds on deposit in the Project Fund to be disbursed by the Trustee to pay Qualified Project Costs. The maximum aggregate amount of Eligible Funds to be delivered to the Trustee for deposit into the Collateral Fund will be $15,000,000*.

To the extent that available interest earnings on the Project Fund transferred to the Bond Fund in accordance with the Indenture are insufficient to make necessary interest payments on each Interest Payment Date, interest on the Bonds, when due and payable, the Trustee shall utilize the following sources of payments in the following priority, (i) first, from moneys on deposit in the Bond Fund (but not including the Negative Arbitrage Account thereof), (ii) second, from moneys on deposit in the Negative Arbitrage Account, (iii) third, from moneys on deposit in the Collateral Fund

* Preliminary; subject to change.

and transferred as necessary to the Bond Fund, and (iv) thereafter, from moneys on deposit in the Bond Loan Account of the Project Fund and transferred as necessary to the Bond Fund. Principal on the Bonds, when due and payable, shall be paid based on the following payment priority order (a) first, from the money on deposit in the Bond Fund (but not including the Negative Arbitrage Account thereof), (b) second, from money on deposit in the Negative Arbitrage Account, (c) third, from money on deposit in the Collateral Fund and transferred as necessary to the Bond Fund and (d) thereafter, from money on deposit in the Bond Loan Account of the Project Fund and transferred as necessary to the Bond Fund. The Indenture provides that the amount of funds disbursed from the Project Fund on any given date for payment of Qualified Project Costs shall, at all times prior to the earlier of the Conversion Date and the Initial Mandatory Tender Date, equal the amount of Eligible Funds deposited into the Collateral Fund in connection with such disbursement. Accordingly, the aggregate amount in the Collateral Fund and the Project Fund shall, at all times prior to the earlier of the Conversion Date and the Initial Mandatory Tender Date, equal at least 100% of the principal amount of the Bonds outstanding.

Notwithstanding any provision of the Loan Agreement, the Regulatory Agreement or the Indenture to the contrary, the Trustee will not act upon the delivery of a certified copy of the disbursement request of funds (not related to the necessary payment of principal or interest) from the Project Fund, unless and until (i) an amount equal to or greater than the requested disbursement amount has been deposited in the Collateral Fund in accordance with the provisions of the Indenture and (ii) the Trustee has verified that the sum of the amount then held in the Collateral Fund and the amount then on deposit in the Project Fund, less the anticipated amount of the disbursement from the Project Fund is at least equal to the then outstanding principal amount of the Bonds. Upon receipt of Eligible Funds, the Trustee shall disburse the funds in accordance with the directions of the Borrower's requisition, which requisition shall have been previously approved by the Construction Lender or other entity making such collateral deposit. If for any reason the Trustee is unable to disburse a corresponding amount of Bond proceeds promptly following receipt of funds from the entity making such collateral deposit into the Collateral Fund, the Trustee shall promptly transfer such funds back to the Construction Lender and not deposit the same into the Collateral Fund.

Following the Closing Date, and at the written direction of the Borrower, the Trustee is permitted to invest the amounts on deposit in the Project Fund, the Bond Fund and the Collateral Fund (together, the "Special Funds") in Eligible Investments with a Cash Flow Projection. See "SECURITY AND SOURCES OF PAYMENT FOR THE BONDS – Investment of Special Funds; Eligible Investments" herein. The amount by which the aggregate interest payments on the Bonds exceeds the expected investment earnings on Eligible Investments is required, pursuant to the Indenture and the Loan Agreement, to be deposited on the Closing Date into the Negative Arbitrage Account of the Bond Fund by or on behalf of the Borrower.

THE BONDS

Terms of Bonds Generally

The Bonds shall be issued in Authorized Denominations and shall mature on December 1, 2044* (the "Maturity Date"). The Bonds are dated their date of delivery and shall bear interest at the Initial Interest Rate from their date of delivery to, but not including, the earliest of the Conversion Date, the Initial Mandatory Tender Date, or any Redemption Date prior to maturity, payable on each Interest Payment Date, commencing June 1, 2027*, and on each redemption Date and Mandatory Tender Date. The Bond Financing Agreement describes the terms of the Bonds on and after the Conversion Date and such terms are not relevant to the Bonds during their Cash Collateralized Mode. The Permanent Lender, the Borrower and the Issuer will select the Conversion Date in a notice (the "Conversion Notice"), which the Permanent Lender will deliver to the Trustee no later than 15 days before the Conversion Date once the Conversion Conditions have been satisfied or waived by the Permanent Lender.

Interest on the Bonds while in the Cash Collateralized Mode shall be computed on the basis of a 360-day year of 12 months of 30 days each.

* Preliminary; subject to change.

The principal of and interest on any of the Bonds shall be payable in lawful money of the United States of America. Except as described below under the sub caption "Book-Entry-Only System," (a) the principal of any Bond shall be payable when due to a Holder upon presentation and surrender of such Bond at the Designated Office of the Trustee or at the office, designated by the Trustee, of any Paying Agent and (b) interest on any Bond shall be paid on each Interest Payment Date by check or draft which the Trustee shall cause to be mailed on that date to the Person in whose name the Bond (or one or more Predecessor Bonds) is registered at the close of business of the Record Date applicable to that Interest Payment Date on the Register at the address appearing therein.

Redemption of Bonds

The Bonds are subject to redemption prior to the Maturity Date as follows:

(a) During the Cash Collateralized Mode, the Bonds are subject to mandatory redemption as follows:

(i) in whole, on the earliest practicable day for which notice of redemption may be given upon the occurrence of any of the following events in connection with a Mandatory Tender Date (other than the Conversion Date): (i) the Borrower has not previously elected pursuant to the Indenture and the Loan Agreement 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 Bonds on such Mandatory Tender Date. The Bonds shall be redeemed at a redemption price equal to 100% of the principal amount of such Bonds plus accrued interest to the applicable Redemption Date from funds on deposit in, or transferred from, the Bond Fund, the Collateral Fund, and the Project Fund;

(ii) in part on the Conversion Date in an amount necessary to reduce the aggregate principal amount of Outstanding Bonds to an amount in order to achieve compliance with the Conversion Conditions;

(iii) in whole on the Conversion Date Deadline, if the financing of the loan to the Borrower with the proceeds of the Bonds by the Issuer to the Borrower in the Permanent Mode cannot be treated as a "program investment" as defined in Treasury Regulation Section 1.148-1(b) due to the Borrower (or any "related person," as such term is used in Section 144(a)(3) of the Code, including the Limited Partner) purchasing the Bonds in an amount related to the amount of such loan, unless the Issuer, the Trustee and the Permanent Lender have received an opinion of Bond Counsel to the effect that such proposed ownership structure will not adversely affect the excludability of interest on the Bonds from the gross income of Owners (other than an Owner who is a "substantial user" of the Project or a "related person" to a "substantial user," as defined in Section 147(a) of the Code);

(iv) in whole, on the Conversion Date Deadline, if the Conversion Date has not occurred on or prior to the Conversion Date Deadline; and

(v) in whole, on the earliest practicable day for which notice of redemption may be given following receipt by the Trustee of written certification from the Construction Lender of the occurrence of an event of default by the Borrower under the Construction Loan Documents. The Bonds shall be redeemed at a redemption price equal to 100% of the principal amount of such Bonds plus accrued interest to the applicable Redemption Date from funds on deposit in, or transferred from, the Bond Fund, the Collateral Fund, and the Project Fund.

(b) During the Cash Collateralized Mode and in accordance with the "Notice of Redemption" below, the Bonds shall be subject to optional redemption prior to their maturity, at the direction of the Borrower, either in whole or in part, on any date on or after the later to occur of (i) the date that the Project is placed in service, as certified in writing by the Borrower to the Trustee, and (ii) the Optional Call Date, at a redemption price equal to the principal amount of the Bonds to be redeemed, plus accrued interest, but without premium, to the applicable Redemption Date. Bonds subject to redemption in accordance with this paragraph shall be redeemed from (i) amounts on deposit in the Collateral Fund, (ii) amounts on deposit in the Bond Fund, other than funds in the Negative Arbitrage Account therein, (iii) amounts on deposit in the Project Fund, and (iv) any other Eligible Funds available or made available for such purpose at the direction of the Borrower.

Redemption Price. During the Cash Collateralized Mode, any Bonds being redeemed in accordance with the Indenture shall be redeemed at a redemption price equal to 100% of the principal amount of the Bonds being redeemed, together with accrued interest to the date of redemption.

Partial Redemption of Bonds. In the case of a partial redemption of Bonds during the Cash Collateralized Mode when Bonds of denominations greater than $5,000 are then Outstanding, each $5,000 unit of face value of principal thereof shall be treated as though it were a separate Bond of the denomination of $5,000. If it is determined that one or more, but not all of the $5,000 units of face value represented by a Bond are to be called for redemption, then upon notice of redemption of a $5,000 unit or units, the Holder of that Bond shall surrender the Bond to the Trustee (a) for payment of the redemption price of the $5,000 unit or units of face value called for redemption (including without limitation, the interest accrued to the date fixed for redemption and any premium), and (b) for issuance, without charge to the Holder thereof, of a new Bond or Bonds of the same series, of any Authorized Denomination in an aggregate principal amount equal to the unmatured and unredeemed portion of, and bearing interest at the same rate and maturing on the same date as, the Bond surrendered.

During the Cash Collateralized Mode, if less than all of an Outstanding Bond of one maturity in a Book-Entry System is to be called for redemption, the Trustee shall give notice to the Securities Depository or the nominee of the Securities Depository that is the Holder of such Bond, and the selection of the Beneficial Owners of that Bond to be redeemed shall be at the sole discretion of the Securities Depository and its participants.

Notice of Redemption

During the Cash Collateralized Mode, unless waived by any Holder of Bonds to be redeemed, official notice of redemption shall be given by the Trustee on behalf of the Issuer by sending a copy of an official redemption notice by Electronic Means or by first class mail, postage prepaid, to the Holder of each Bond to be redeemed, at the address of such Holder shown on the Register at the opening of business on the fifth day prior to such mailing, not less than 15 days nor more than 30 days prior to the date fixed for redemption. A second notice of redemption shall be given, as soon as practicable, by Electronic Means or by first class mail to the Holder of each Bond which has been so called for redemption (in whole or in part) but has not been presented and surrendered to the Trustee within 60 days following the date fixed for redemption of that Bond.

Mandatory Tender

All Outstanding Bonds shall be subject to mandatory tender by the Holders for purchase in whole and not in part on each Mandatory Tender Date. The purchase price for each such Bond shall be payable in lawful money of the United States of America by wire, 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.

While tendered 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 Bonds through the day preceding the applicable Mandatory Tender Date is to be paid as if such Bonds had not been tendered for purchase.

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

The Trustee shall utilize the following sources of payments to pay the tender price of the Bonds not later than 2:30 p.m. Local Time on the Mandatory Tender Date in the following priority: (i) amounts representing proceeds of remarketed Bonds deposited in the Remarketing Proceeds Account, to pay the principal amount, plus accrued interest, of Bonds tendered for purchase, (ii) amounts on deposit in the Collateral Fund, to pay the principal amount of Bonds tendered for purchase, (iii) amounts on deposit in the Negative Arbitrage Account of the Bond Fund to pay the accrued interest; if any, on Bonds tendered for purchase, (iv) amounts on deposit in the Project Fund to pay the accrued interest, if any, on the Bonds tendered for purchase and (v) any other Eligible Funds available or made available for such purpose at the direction of the Borrower. On the Conversion Date, in place of the sources described in clauses (i) and (ii), the Trustee shall use the Permanent Loan Purchase Price (as defined in the Forward Bond Purchase Agreement) paid by the Permanent Lender to pay the principal amount of the Bonds tendered for purchase that remain Outstanding after the redemption described in clause (a)(ii) under "Redemption of Bonds" above.

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

With respect to any mandatory tender on the Conversion Date, at the written direction of the Borrower, the Trustee shall sell or redeem Eligible Investments on deposit in the Project Fund and Collateral Fund and use the proceeds thereof to make the payments and transfers required by the Indenture, and shall use the Permanent Loan Purchase Price to purchase the Bonds that remain Outstanding at the purchase price along with any deposit of Eligible Funds from the Borrower as described in the following paragraph below.

In connection with any mandatory tender or redemption of the Bonds prior to the applicable Mandatory Tender Date, the Trustee is permitted to sell Eligible Investments or redeem Eligible Investments prior to maturity at a price below par only if the Trustee receives a Cash Flow Projection and any Eligible Funds required pursuant to such Cash Flow Projection.

If the Trustee does not receive the Permanent Loan Purchase Price on the date specified as the Conversion Date in the Conversion Notice, Conversion will not occur on such date, the related notices of mandatory tender and partial redemption will be rescinded, and the Bonds will remain Outstanding, will continue to bear interest at the Initial Interest Rate and will remain subject to mandatory tender and redemption as otherwise provided in the Indenture.

Mandatory Tender Notice

Not less than 5 days preceding the Conversion Date, and 30 days preceding any other Mandatory Tender Date, the Trustee shall give written notice of mandatory tender to the Holders of the Bonds then Outstanding (with a copy to the Borrower, the Limited Partner and the Remarketing Agent) by Electronic Means or first class mail, postage prepaid, at their respective addresses appearing on the Register stating:

(i) the Mandatory Tender Date and that (a) all Outstanding Bonds are subject to mandatory tender for purchase on the Mandatory Tender Date, (b) all Outstanding Bonds must be tendered for purchase no later than 12:00 noon Local Time on the Mandatory Tender Date and (c) Holders will not have the right to elect to retain their Bonds;

(ii) the address of the Designated Office of the Trustee at which Holders should deliver their Bonds for purchase and the date of the required delivery;

(iii) that all Outstanding Bonds will be purchased on the Mandatory Tender Date at a price equal to the principal amount of the Outstanding Bonds plus interest accrued to the Mandatory Tender Date; and

(iv) that any Bonds not tendered will nevertheless be deemed to have been tendered and will cease to bear interest from and after the Mandatory Tender Date; and

(v) that, in the case of a proposed mandatory tender on the Conversion Date, the notice of mandatory tender is conditioned upon Conversion occurring on or prior to such date.

In the event that any Bond required to be delivered to the Trustee for payment of the purchase price of such Bond shall not have been delivered to the Trustee on or before the 30th day following a Mandatory Tender Date, the Trustee shall send by Electronic Means or mail a second notice to the Holder of the Bond at its address as shown on the Register setting forth the requirements set forth in the Indenture for delivery of the Bond to the Trustee and stating that delivery of the Bond to the Trustee (or compliance with the provisions of the Indenture concerning payment of lost, stolen or destroyed Bonds) must be accomplished as a condition to payment of the purchase price or redemption price applicable to the Bond.

Neither failure to give or receive any notice described in this heading, nor the lack of timeliness of such notice or any defect in any notice (or in its content) shall affect the validity or sufficiency of any action required or provided for in this heading.

Book-Entry Only System

The following information on the Book-Entry System applicable to all Bonds until the Conversion Date has been supplied by DTC and neither the Issuer, the Borrower nor the Underwriter make any representation, warranties or guarantees with respect to its accuracy or completeness.

The Depository Trust Company ("DTC"), Brooklyn, 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 certificate will be issued for each issue of the Bonds, each in the aggregate principal amount of such issue, and will be deposited with DTC.

DTC, the world's largest securities depository, is a limited-purpose trust company organized under the New York Banking Law, a "banking organization" within the meaning of the New York Banking Law, a member of the Federal Reserve System, a "clearing corporation" within the meaning of the New York Uniform Commercial Code, and a "clearing agency" registered pursuant to the provisions of Section 17A of the Securities Exchange Act of 1934. DTC holds and provides asset servicing for over 3.5 million issues of U.S. and non-U.S. equity issues, corporate and municipal debt issues, and money market instruments (from over 100 countries) that DTC's participants ("Direct Participants") deposit with DTC. DTC also facilitates the post-trade settlement among Direct Participants of sales and other securities transactions in deposited securities, through electronic computerized book-entry transfers and pledges between Direct Participants' accounts. This eliminates the need for physical movement of securities certificates. Direct Participants include both U.S. and non-U.S. securities brokers and dealers, banks, trust companies, clearing corporations, and certain other organizations. DTC is a wholly owned subsidiary of The Depository Trust & Clearing Corporation ("DTCC"). DTCC is the holding company for DTC, National Securities Clearing Corporation and Fixed Income Clearing Corporation, all of which are registered clearing agencies. DTCC is owned by the users of its regulated subsidiaries. Access to the DTC system is also available to others such as both U.S. and non-U.S. securities brokers and dealers, banks, trust companies, and clearing corporations that clear through or maintain a custodial relationship with a Direct Participant, either directly or indirectly ("Indirect Participants"). DTC has a S&P Global Ratings rating of AA+. The DTC Rules applicable to its Participants are on file with the Securities and Exchange Commission. More information about DTC can be found at www.dtcc.com.

Purchases of Bonds under the DTC system must be made by or through Direct Participants, which will receive a credit for the Bonds on DTC's records. The ownership interest of each actual purchaser of each Bond ("Beneficial Owner") is in turn to be recorded on the Direct and Indirect Participants' records. Beneficial Owners will not receive written confirmation from DTC of their purchase. Beneficial Owners are, however, expected to receive written confirmations providing details of the transaction, as well as periodic statements of their holdings, from the Direct or Indirect Participant through which the Beneficial Owner entered into the transaction. Transfers of ownership interests in the Bonds are to be accomplished by entries made on the books of Direct and Indirect Participants acting

on behalf of Beneficial Owners. Beneficial Owners will not receive 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 Bond documents. For example, Beneficial Owners of Bonds may wish to ascertain that the nominee holding the Bonds for their benefit has agreed to obtain and transmit notices to Beneficial Owners. In the alternative, Beneficial Owners may wish to provide their names and addresses to the registrar and request that copies of notices be provided directly to them.

Redemption notices shall be sent to DTC. If less than all of the Bonds within an issue are being redeemed, DTC's practice is to determine by lot the amount of the interest of each Direct Participant in such issue to be redeemed.

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 MMI Procedures. Under its usual procedures, DTC mails an Omnibus Proxy to Issuer as soon as possible after the record date. The Omnibus Proxy assigns Cede & Co.'s consenting or voting rights to those Direct Participants to whose accounts Bonds are credited on the record date (identified in a listing attached to the Omnibus Proxy).

Redemption proceeds, distributions, and dividend payments on the Bonds will be made to Cede &. Co., or such other nominee as may be requested by an authorized representative of DTC. DTC's practice is to credit Direct Participants' accounts upon DTC's receipt of funds and corresponding detail information from Issuer or Agent, on payable date in accordance with their respective holdings shown on DTC's records. Payments by Direct and Indirect 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 Direct or Indirect Participant and not of DTC, Agent, or Issuer, subject to any statutory or regulatory requirements as may be in effect from time to time. Payment of redemption proceeds, distributions, and dividend payments to Cede & Co. (or such other nominee as may be requested by an authorized representative of DTC) is the responsibility of Issuer or Agent, 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.

A Beneficial Owner shall give notice to elect to have its Bonds purchased or tendered, through its Direct or Indirect Participant, to the Trustee, and shall effect delivery of such Bonds by causing the Direct Participant to transfer the Direct or Indirect Participant's interest in the Bonds, on DTC's records, to the Trustee. The requirement for physical delivery of Bonds in connection with an optional redemption or a mandatory purchase will be deemed satisfied when the ownership rights in the Bonds are transferred by Direct Participants on DTC's records and followed by a book-entry credit of tendered Bonds to the Trustee DTC account.

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

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

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

SECURITY AND SOURCES OF PAYMENT FOR THE BONDS

General

During the Cash Collateralized Mode, the Bonds will be secured by all right, title and interest of the Issuer in the Trust Estate, including, but not limited to (i) all right, title and interest of the Issuer in and to all Revenues, derived or to be derived by the Issuer or the Trustee for the account of the Issuer under the terms of the Indenture and the Loan Agreement (other than the Reserved Rights of the Issuer), together with all other Revenues received by the Trustee for the account of the Issuer arising out of or on account of the Trust Estate, (ii) all right, title and interest of the Issuer in and to the Note (other than the Reserved Rights of the Issuer) including all payments and proceeds with respect thereto or replacement thereof and the Bond Mortgage, (iii) all moneys (including Eligible Funds) which are at any time or from time to time on deposit in any fund or account created under the Indenture (excluding funds held in the Costs of Issuance Fund and the Rebate Fund), (iv) all right, title and interest of the Issuer in and to, and remedies under, the Loan Agreement; (v) all funds, moneys and securities and any and all other rights and interests in property, whether tangible or intangible from time to time hereafter by delivery or by writing of any kind, conveyed, mortgaged, pledged, assigned or transferred as and for additional security under the Indenture for the Bonds by the Issuer or by anyone on its behalf or with its written consent to the Trustee, which is authorized by the Indenture to receive any and all such property at any and all times and to hold and apply the same subject to the terms of the Indenture; and (vi) the Bond Mortgage (the foregoing collectively referred to as the "Trust Estate"); provided, however, that the Trust Estate shall exclude all the Reserved Rights of the Issuer, including all amounts paid or collected by the Issuer in connection therewith, and all amounts on deposit in the Rebate Fund, which shall be held for the sole benefit of the United States of America.

THE BONDS, THE PRINCIPAL THEREOF AND THE INTEREST AND ANY PREMIUM THEREON, ARE SPECIAL LIMITED OBLIGATIONS OF THE ISSUER, PAYABLE SOLELY FROM THE TRUST ESTATE. THE BONDS ARE NOT GENERAL OBLIGATIONS OF THE ISSUER. THE BONDS ARE NOT A DEBT, EITHER GENERAL OR SPECIAL, OF THE STATE OR OF ANY POLITICAL SUBDIVISION OR AGENCY OF THE STATE, AND NEITHER THE STATE NOR ANY POLITICAL SUBDIVISION OF THE STATE WILL BE LIABLE FOR THE PAYMENT OF THE BONDS. THE FAITH AND CREDIT OF THE STATE OR ANY POLITICAL SUBDIVISION OR AGENCY OF THE STATE OR OF THE ISSUER ARE NOT PLEDGED TO THE PAYMENT OF THE PRINCIPAL OF OR INTEREST ON THE BONDS. THE ISSUER HAS NO TAXING POWER.

NO MEMBER, DIRECTOR, OFFICER, AGENT, EMPLOYEE OR ATTORNEY OF THE ISSUER, INCLUDING ANY PERSON EXECUTING THE INDENTURE OR THE BONDS, SHALL BE LIABLE PERSONALLY ON THE BONDS OR FOR ANY REASON RELATING TO THE ISSUANCE OF THE BONDS. NO RECOURSE SHALL BE HAD FOR THE PAYMENT OF THE PRINCIPAL OF OR THE INTEREST ON THE BONDS, OR FOR ANY CLAIM BASED ON THE BONDS, OR OTHERWISE IN RESPECT OF THE BONDS, OR BASED ON OR IN RESPECT OF THE INDENTURE OR ANY SUPPLEMENTAL INDENTURE, AGAINST ANY MEMBER, DIRECTOR, OFFICER, EMPLOYEE OR AGENT, AS SUCH, OF THE ISSUER OR ANY SUCCESSOR, WHETHER BY VIRTUE OF ANY CONSTITUTION, STATUTE OR RULE OF LAW, OR BY THE ENFORCEMENT OF ANY ASSESSMENT OR PENALTY OR OTHERWISE, ALL SUCH LIABILITY BEING, BY THE ACCEPTANCE OF THE BOND AND AS PART OF THE CONSIDERATION FOR THE ISSUANCE OF THE BONDS, EXPRESSLY WAIVED AND RELEASED.

Repayment of Loan

The Loan Agreement and the Note obligate the Borrower to cause to be paid to the Trustee amounts that shall be sufficient to pay Bond Service Charges coming due on each Bond Payment Date, however, Eligible Funds required to be deposited in the Collateral Fund and amounts on deposit in the Bond Fund and the Project Fund, along with interest earnings thereon, will be sufficient to pay such Bond Service Charges and such amounts will be a credit against the Borrower's payment obligations under the Loan Agreement and the Note. The Note will be secured, in part, by

the Bond Mortgage. The lien of the Bond Mortgage is junior and subordinate to the liens securing the Construction Loan, and the Issuer will release the Bond Mortgage on the Conversion Date.

Investment of Special Funds; Eligible Investments

Following the Closing Date, at the written direction of the Borrower, the Trustee is permitted to invest all amounts on deposit in the Special Funds in Eligible Investments with a Cash Flow Projection. It is anticipated that Bond Service Charges will be paid from amounts on deposit in the Special Funds and any investment earnings thereon.

Additional Bonds

No additional Bonds on parity with the Bonds may be issued pursuant to the Indenture.

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 TWG Crabtree, LP, an Indiana limited partnership, a single-asset entity formed for the specific purpose of developing and owning the Project. The general partner of the Borrower is HOM Village at Crabtree LLC, a South Carolina limited liability company (the "General Partner"), which will own a 0.01% interest in the Borrower. The administrative limited partner of the Borrower is TWG Crabtree GP, LLC, an Indiana limited liability company (the "Administrative Limited Partner"), which will own a 0.01% interest in the Borrower. Tax Credit Holdings – TWG Crabtree, L.L.C., a Missouri limited liability company (the "Limited Partner"), will own a 99.98% interest in the Borrower.

The General Partner, whose sole member is Housing on Merit, a California nonprofit public benefit corporation, owns the land on which the Project is located and will lease the land to the Borrower under a Ground Lease Agreement dated as of the Closing Date. Simultaneously with the Project being placed in service, the Borrower will sell the improvements and related equipment comprising the Project to the General Partner, and the General Partner will lease the land, improvements and equipment back to the Borrower under an Amended and Restated Lease Agreement. U.S. Bank Trust Company, National Association, as escrow agent, will hold the executed sale and leaseback documents in escrow until certain conditions are satisfied, including delivery of opinions of Parker Poe Adams & Bernstein LLP on the exemption of the Project from ad valorem property taxes and, as Bond Counsel, that the sale and leaseback will not adversely affect the exclusion of interest on the Bonds from gross income for federal income tax purposes. The General Partner will join in the Bond Mortgage, the Construction Loan Mortgage and the Regulatory Agreement.

The Limited Partner

Contemporaneously with the issuance of the Bonds, the Limited Partner will acquire a 99.98% ownership interest in the Borrower. In connection with such acquisition, the Limited Partner is expected to fund approximately $18,632,138* of federal and state low-income housing tax credit equity (the "Tax Credit Equity") to the Project, to be paid in stages during and after construction 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.

* Preliminary; subject to change.

The Developer

The developer for the Project is TWG Development, LLC, an Indiana limited liability company (the "Developer"), located in Indianapolis, Indiana. The Developer was started in 2007 and has 18 years of experience in affordable housing development. The Developer has developed more than 14,000 units in 22 states.

Limited Assets and Obligation of Borrower, General Partner, Administrative Limited Partner and Limited Partner

The Borrower has no substantial assets other than the Project and does not intend to acquire any other substantial assets or to engage in any substantial business activities other than those related to the development and ownership of the Project. However, the members of the General Partner, the Administrative Limited Partner, and 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, members 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 Loan Agreement and the Note are of a non-recourse nature and, during the Cash Collateralized Mode, are limited to the amounts on deposit in the Special Funds. Neither the Borrower nor its members 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 members are included in this Official Statement.

The Property Manager

The Borrower has entered into a management agreement with Asset Living, LLC, a Texas limited liability company (the "Property Manager"), to manage the day-to-day operations of the Project. The Property Manager is not an affiliate of the Developer. The Property Manager has been involved in the management of affordable housing since 2020. The Property Manager currently manages more than 100,000 apartment units in 40 states.

The General Contractor

The general contractor for the Project is TWG Construction, LLC, an Indiana limited liability company (the "General Contractor"). The General Contractor is an affiliate of the Developer. Based out of Indianapolis, Indiana, the General Contractor was formed in Indiana and is a South Carolina-licensed contractor. Since inception, the General Contractor has built or rehabilitated over 10,000 units of affordable apartments.

The Architect

The architect for the Project is Studio Architecture (the "Architect"). The Architect is not an affiliate of the Developer. The Architect has been a licensed architect for 15 years and has been the principal architect for over 50 multifamily developments with a total of over 1,000 units.

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, to be known as Village at Crabtree, is located in Conway, South Carolina, on an approximately 7.95-acre site. The Project contains 117 apartment units in three buildings located at 3060 Spain Lane, Conway, SC 29527. Common area improvements will include: community room, exercise room, computer room and playground.

Unit amenities include: window coverings, ceiling fans, walk-in closets and dishwasher. There are 215 parking spaces for resident use only.

It is anticipated that construction will commence promptly upon the issuance of the Bonds and funding of the initial installment of the Tax Credit Equity and will be completed in approximately 14 months.

The unit type, the unit mix and approximate square footage for the units of the Project will be as follows:

Unit Type	Average Square Feet	Number of Units
1 Bedroom	766	42
2 Bedrooms	908	36
3 Bedrooms	1,136	39
TOTAL		**117**

Plan of Financing

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

Sources of Funds:*	
Bond Proceeds[1]	$15,000,000
Tax Credit Equity	18,632,138
Bond Investment Income	1,449,938
Deferred Developer Fee	3,456,137
GP Contribution	100
SLP Contribution	100
Total Sources	**$38,538,413**
Uses of Funds:*	
Acquisition Costs	$1,200,000
Construction Costs	22,721,251
Soft Costs	2,430,749
Interim Costs	1,545,958
Interest Costs	2,321,000
Permanent Financing Costs	375,500
Tax Credit Costs	191,600
Developer Fee	3,510,000
Reserves & Escrows	642,354
Repayment of Bond Principal	3,600,001
Total Uses	**$38,538,413**

[1]Subject to the satisfaction of the Conversion Conditions, the Bonds will be subject to mandatory tender on the Conversion Date, which may occur prior to the Initial Mandatory Tender Date. On the Conversion Date, the Bonds will be redeemed in part from amounts in the Collateral Fund in an amount sufficient to reduce the outstanding principal balance thereof to a maximum of $11,400,000* and the Permanent Lender will purchase the Bonds that remain Outstanding.

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 and a tax credit equity bridge loan in the aggregate principal amount of up to $23,284,393* (collectively, the "Construction Loan"). The Construction Loan will be secured by a senior open-end fee and leasehold mortgage on the Project from the Borrower and the General Partner and the obligation to repay the Construction Loan will be evidenced by a construction promissory note (the "Construction Loan Note") and a bridge loan note (the "Bridge Loan Note"), each from the Borrower to Cedar Rapids

* Preliminary; subject to change.

Bank and Trust Company (the "Construction Lender"). The Construction Loan Note will have a term of 36 months, and will bear interest at a rate equal to seventy-nine percent of the 30-day Average SOFR per annum plus 210 basis points (2.10%), with no payments of principal during the term, and with all unpaid principal and interest due at maturity. The Bridge Loan Note will have a term of 36 months and will bear interest at a rate equal to 3 year SOFR plus 350 basis points, with payments to be made from the proceeds of certain installments of Tax Credit Equity. Proceeds of the Construction Loan in the amount of $50,000 will be disbursed on the Closing Date, but no further proceeds will be disbursed pending the Borrower's receipt of all necessary permits for construction of the Project. Following the receipt of the necessary permits, 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 the disbursement of a corresponding amount of Bond proceeds to the Project.

The Low Income Housing Tax Credit Proceeds. Contemporaneously with the issuance of the Bonds, the Limited Partner expects to acquire a 99.98% ownership interest in the Borrower. In connection with such acquisition, the funding of the Tax Credit Equity will total approximately $18,632,138*, with approximately $1,863,214* expected to be funded in connection with the issuance of the Bonds. 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.

Deferred Developer Fee. The Project will utilize deferred developer fee in the anticipated amount of $3,456,137* as a source of funding. The deferred developer fee will be repaid through surplus cash flow received from the operation of the Project.

Project Regulation

The Borrower intends to 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 General Partner and the Issuer will enter into the Regulatory Agreement. Under the Regulatory Agreement, the Borrower will agree that, at all times during the longer of the remaining term of the Bonds or the qualified project period (as defined in the Regulatory Agreement), 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 no more than 60% of the area median income (adjusted for family size) ("AMI"). See "APPENDIX D – SUMMARY OF CERTAIN PROVISIONS OF THE REGULATORY AGREEMENT" herein.

In addition to the rental restrictions imposed upon the Project by the Regulatory Agreement, the Project will be further encumbered by a tax credit restrictive covenant, to be executed by the Borrower in connection with the federal low-income housing tax credits anticipated to be granted for the Project and in compliance with the requirements of Section 42 of the Code. Section 42 of the Code will restrict the income levels of 100% of the residential units in the Project (the "Tax Credit Units"). 40% of the Tax Credit Units shall be held available for rental to persons whose adjusted family income is equal to or less than 60% of the AMI adjusted for family size.

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.

During the Cash Collateralized Mode, the Bonds are payable from the payments to be made by the Borrower under the Loan Agreement and the Note, and from amounts on deposit in the Special Funds and the interest earnings thereon. The Borrower's obligation to make payments pursuant to the Loan Agreement and the Note are nonrecourse obligations with respect to which the Borrower and its members have no personal liability (except as otherwise provided in the Note) and as to which the Borrower and its members have not pledged any of their respective assets.

* Preliminary; subject to change.

General

During the Cash Collateralized Mode, payment of the Bond Service Charges, and the Borrower's obligations with respect to the Bond Service Charges, will be primarily secured by and payable from Bond proceeds held in the Project Fund and moneys deposited into the Collateral Fund and the Bond Fund, including the Negative Arbitrage Account held in the Bond Fund. Although the Borrower will execute the Note to evidence its obligation to repay the Loan, it is not expected that any revenues from the Project or other amounts, except money in the Special Funds, will be available to satisfy that obligation. The Indenture requires the Trustee to verify, before any disbursement of funds from the Project Fund, that the sum of the funds on deposit in the Project Fund and the Collateral Fund, less the requested disbursement amount, is at least equal to the then outstanding principal amount of the Bonds. Funds on deposit in the Collateral Fund and Negative Arbitrage Account of the Bond Fund, and the interest earnings thereon will be sufficient to pay the Bond Service Charges.

Limited Security for Bonds

The Bonds are not secured by the Construction Loan. Investors should look exclusively to amounts on deposit in the Special Funds under the Indenture and investment earnings on each as the source of payment of the Bond Service Charges.

Early Redemption of the Bonds

During the Cash Collateralized Mode, any person who purchases a Bond should consider the fact that the Bonds are subject to redemption, upon the occurrence of certain events. See "THE BONDS – Redemption of Bonds" herein.

Future Determination of Taxability of the Bonds

Failure of the Borrower to have complied with and to continue to comply with certain covenants contained in the Loan Agreement and the Regulatory Agreement could result in interest on the Bonds being taxable retroactive to the date of original issuance of the Bonds. During the Cash Collateralized Mode, the Bonds are not subject to redemption upon a determination of taxability and are not subject to payment of additional interest in such an event, and neither the Issuer nor the Borrower will be liable under the Bonds, the Indenture or the Loan Agreement for any such payment of additional interest on the Bonds.

Issuer Limited Liability

The Bonds will not be insured or guaranteed by any governmental entity or by the Issuer or any member or program participant of the foregoing. The Bondholders will have no recourse to the Issuer in the event of an Event of Default on the Bonds. The Trust Estate for the Bonds will be the only source of payment on the Bonds.

Enforceability of Remedies upon an Event of Default

The remedies available to the Trustee and the owners of the Bonds upon an Event of Default under the Indenture, the Loan Agreement, the Regulatory Agreement or any other document described herein are in many respects dependent upon regulatory and judicial actions which are often subject to discretion and delay. Under existing law and judicial decisions, the remedies provided for under such documents may not be readily available or may be limited. The various legal opinions to be delivered concurrently with the delivery of the Bonds will be qualified to the extent that the enforceability of certain legal rights related to the Bonds is subject to limitations imposed by bankruptcy, reorganization, insolvency or other similar laws affecting the rights of creditors generally and by equitable remedies and proceedings generally.

Secondary Markets and Prices

No representation is made concerning the existence of any secondary market for the Bonds. The Remarketing Agent 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.

Eligible Investments

Proceeds of the Bonds deposited into the Project Fund and Eligible Funds received by the Trustee for deposit into the Collateral Fund are required to be invested in Eligible Investments. See "APPENDIX A – 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 Project 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

The rating on the Bonds is based on the amounts in the Special Funds being invested in Eligible Investments. 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.

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.

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.

TAX TREATMENT

General. On the date of issuance of the Bonds, Parker Poe Adams & Bernstein LLP, Bond Counsel ("Bond Counsel"), will deliver its opinion that, based on an analysis of existing laws, regulations, rulings and court decisions, and assuming, among other matters, the accuracy of certain representations and compliance with certain covenants, interest on the Bonds is excludable from gross income for federal income tax purposes under Section 103 of the Code, except for interest on any Bond for any period during which such Bond is held by a "substantial user" of the facilities financed by the Bonds or by a "related person" within the meaning of Section 147(a) of the Code. In the further opinion of Bond Counsel, interest on the Bonds is not an item of tax preference for purposes of the federal individual alternative minimum tax; however, such interest is taken into account in determining the annual adjusted financial statement income of applicable corporations (as defined in Section 59(k) of the Code) for the purpose of computing the alternative minimum tax imposed on corporations. Bond Counsel is also of the opinion that the Bonds and the interest thereon are presently exempt from all State of South Carolina, county, school district, municipal and other taxes or assessments of the State of South Carolina, direct or indirect, general or special, whether imposed for the purpose of general revenue or otherwise, except inheritance, estate and transfer taxes, but the interest on the Bonds may be includable in certain franchise fees or taxes. Bond Counsel expresses no opinion regarding any other tax consequences related to the ownership or disposition of, or the amount, accrual or receipt of interest on, the Bonds.

The Code imposes various restrictions, conditions and requirements relating to the exclusion of interest on obligations, such as the Bonds, from gross income for federal income tax purposes, including, but not limited to, the requirement that the Issuer rebate certain excess earnings on proceeds and amounts treated as proceeds of the Bonds to the United States Treasury, restrictions on the investment of such proceeds and other amounts, and restrictions on the ownership and use of the facilities financed with proceeds of the Bonds. The foregoing is not intended to be an exhaustive listing of the post-issuance tax compliance requirements of the Code, but is illustrative of the requirements that must be satisfied by the Issuer and the Borrower subsequent to issuance of the Bonds to maintain the excludability of the interest on the Bonds from gross income for federal income tax purposes. Bond Counsel's opinion is given in reliance on certifications by representatives of the Issuer and the Borrower as to certain facts material to the opinion and the requirements of the Code.

The Issuer and the Borrower have each covenanted to comply with all requirements of the Code that must be satisfied subsequent to the issuance of the Bonds in order that the interest on the Bonds be, or continue to be, excludable from gross income for federal income tax purposes. The opinion of Bond Counsel assumes compliance by the Issuer and the Borrower with such covenants, and Bond Counsel has not been retained to monitor compliance by the Issuer or the Borrower with such covenants subsequent to the date of issuance of the Bonds. Failure to comply with certain of such requirements may cause the interest on the Bonds to be included in gross income for federal income tax purposes retroactive to the date of issuance of the Bonds. No other opinion is expressed by Bond Counsel regarding the federal tax consequences of the ownership of or the receipt, accrual or amount of interest with respect to the Bonds.

If the interest on the Bonds subsequently becomes included in gross income for federal income tax purposes due to a failure by the Issuer or the Borrower to comply with any requirements described above, neither the Issuer nor the Borrower is required, during the Cash Collateralized Mode, to redeem the Bonds or to pay any additional interest or penalty.

The Internal Revenue Service has established an ongoing program to audit tax-exempt obligations to determine whether interest on such obligations is includible in gross income for federal income tax purposes. Bond Counsel cannot predict whether the Internal Revenue Service will commence an audit of the Bonds. Prospective purchasers and owners of the Bonds are advised that, if the Internal Revenue Service does audit the Bonds, under current Internal Revenue Service procedures, at least during the early stages of an audit, the Internal Revenue Service will treat the Issuer as the taxpayer, and the owners of the Bonds may have limited rights, if any, to participate in such audit. The commencement of an audit could adversely affect the market value and liquidity of the Bonds until the audit is concluded, regardless of the ultimate outcome.

Prospective purchasers of the Bonds should be aware that ownership of the Bonds and the accrual or receipt of interest on the Bonds may result in collateral federal income tax consequences to certain taxpayers, including, without limitation, financial institutions, property and casualty insurance companies, individual recipients of Social Security or Railroad Retirement benefits, certain Subchapter S Corporations with "excess net passive income," foreign corporations subject to the branch profits tax, life insurance companies and taxpayers who may be deemed to have incurred or continued indebtedness to purchase or carry the Bonds. Bond Counsel does not express any opinion as to any such collateral tax consequences. Prospective purchasers of the Bonds should consult their own tax advisors as to the collateral tax consequences.

Proposed legislation is considered from time to time by the United States Congress that, if enacted, would affect the tax consequences of owning the Bonds. No assurance can be given that any future legislation, or clarifications or amendments to the Code, if enacted into law, will not contain provisions which could cause the interest on the Bonds to be subject directly or indirectly to federal or state taxation, adversely affect the market price or marketability of the Bonds or otherwise prevent the owners of the Bonds from realizing the full current benefit of the status of the interest on the Bonds.

Bond Counsel's opinion is based on existing law, which is subject to change. Such opinion is further based on factual representations made to Bond Counsel as of the date thereof. Bond Counsel assumes no duty to update or supplement its opinion to reflect any facts or circumstances that may thereafter come to Bond Counsel's attention, or to reflect any changes in law that may thereafter occur or become effective. Moreover, Bond Counsel's opinion is not a guarantee of a particular result, and is not binding on the Internal Revenue Service or the courts; rather, such opinion

represents Bond Counsel's professional judgment based on its review of existing law, and in reliance on the representations and covenants that Bond Counsel deems relevant to such opinion. Bond Counsel's opinion expresses the professional judgment of the attorneys rendering the opinion regarding the legal issues expressly addressed therein. By rendering its opinion, Bond Counsel does not become an insurer or guarantor of the result indicated by that expression of professional judgment, of the transaction on which the opinion is rendered, or of the future performance of the Issuer or the Borrower, nor does the rendering of such opinion guarantee the outcome of any legal dispute that may arise out of the transaction.

UNDERWRITING

Pursuant and subject to the terms and conditions set forth in the Bond Purchase Agreement (the "Initial Bond Purchase Agreement"), among Stifel, Nicolaus & Company, Incorporated (the "Underwriter"), the Issuer and the Borrower, the Underwriter has agreed to purchase the Bonds at the price set forth on the cover page hereof. For its services relating to the transaction, the Underwriter will receive a fee of $_____ plus $_____, payable in immediately available funds on the Closing Date, from which the Underwriter shall pay certain fees and expenses relating to the issuance of the Bonds. The Underwriter's fee shall not include the fee of its counsel.

The Underwriter's obligations are subject to certain conditions precedent, and the Underwriter will purchase all the Bonds, if any are purchased. Pursuant to the Initial Bond Purchase Agreement, the Borrower has agreed to indemnify the Underwriter and the Issuer against certain civil liabilities, including liabilities under federal securities laws. It is intended that the Bonds will be offered to the public initially at the offering prices set forth on the cover page hereof and that such offering prices subsequently may change without any requirement of prior notice. The Underwriter may offer the Bonds to other dealers at prices lower than those offered to the public.

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 these business activities, the Underwriter and its affiliates may purchase, sell or hold a broad array of investments and actively trade securities, derivatives, loans and other financial instruments for their own account and for the accounts of their customers, and such investment and trading activities may involve or relate to assets, securities and/or instruments of the Issuer and/or the Borrower (directly, as collateral securing other obligations or otherwise) and/or persons and entities with relationships with the Issuer and/or the Borrower.

The Underwriter and its affiliates may also communicate independent investment recommendations, market color or trading ideas and/or publish or express independent research views in respect of such assets, securities or instruments and may at any time hold, or recommend to clients that they should acquire such assets, securities and instruments. Such investment and securities activities may involve securities and instruments of the Issuer.

In addition to serving as Underwriter, Stifel, Nicolaus & Company, Incorporated has been designated to serve as Remarketing Agent and will receive a fee for its remarketing services in connection with the remarketing, if any, of the Bonds on the Initial Mandatory Tender Date; conflicts of interest could arise.

RATING

Moody's Investors Service, Inc. ("Moody's") has assigned to the Bonds the rating set forth on the cover page hereof. The rating reflects only the view of Moody's at the time the rating was issued and an explanation of the significance of such rating may be obtained from Moody's. The rating is not a recommendation to buy, sell or hold the Bonds. There is no assurance that any such rating will continue for any given period of time or that it will not be revised downward or withdrawn entirely by such rating agency if, in its judgment, circumstances so warrant. Any such downward revision or withdrawal of such rating can be expected to have an adverse effect on the market price of the Bonds.

CONTINUING DISCLOSURE

The Borrower has undertaken responsibility for any continuing disclosure to Holders as discussed below, and the Issuer will have no liability to the Holders of the Bonds or any other person with respect to such disclosures.

Simultaneously with the issuance of the Bonds, the Borrower will execute and deliver a Continuing Disclosure Agreement pursuant to which the Borrower will agree to provide ongoing disclosure pursuant to the requirements of Rule 15c2-12 of the Securities and Exchange Commission (the "Rule"). Financial statements and other operating data 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 E.

Because the Borrower is a new entity established to acquire and operate the Project, it has not previously entered into any undertakings similar to the Continuing Disclosure Agreement.

A failure by the Borrower to comply with the Continuing Disclosure Agreement will not constitute an Event of Default under the Indenture. Nevertheless, such a failure must be reported in accordance with the Rule and must be considered by a broker or 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 and their market price and the ability of the Issuer to issue and sell bonds in the future.

CERTAIN LEGAL MATTERS

Certain legal matters relating to the authorization and validity of the Bonds will be subject to an approving opinion of Parker Poe Adams & Bernstein LLP, Columbia, South Carolina, as Bond Counsel. Certain legal matters will be passed upon for the Borrower by its counsel, Ice Miller LLP, Indianapolis, Indiana, 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.

ABSENCE OF LITIGATION

The Issuer

At the time of sale and delivery of the Bonds, the Issuer will deliver a certificate to the effect that there is no litigation or proceedings pending or, to the best of its knowledge, threatened seeking to enjoin the issuance, execution, or delivery of the Bonds, or in any way contesting or affecting any authority for the issuance, execution, or delivery of the Bonds, or the validity of the Bonds, or seeking to restrain or enjoin the transactions contemplated by this Official Statement or questioning the validity of said transactions, or contesting the existence or powers of the Issuer with respect to this transaction.

The Borrower

There is no litigation pending or, to the knowledge of the Borrower, threatened seeking to enjoin the Borrower's execution or delivery of the Loan Agreement, the Note, the Regulatory Agreement or any other instrument or agreement to which the Borrower is a party and which is contemplated for use in the transactions contemplated by this Official Statement, or seeking to restrain or enjoin the Borrower's participation in such transactions or contesting the existence or powers of the Borrower with respect to the transactions contemplated by this Official Statement, or which in the aggregate could have a material adverse effect on the financial condition or the operations of the Borrower.

The Borrower has advised that an Affiliate of the Borrower and of the Developer is currently disputing an administrative determination by an agency of the State of Utah relating to a previously completed multifamily housing development in Utah, and that the Developer's ability to move forward with new projects in Utah will be impacted until such dispute is resolved. However, based on information provided by the Borrower, the Borrower does not currently expect the pending matter to have a materially adverse effect on the Project or the Borrower's ability to perform its obligations with respect to the Bonds.

VERIFICATION REPORT

Causey, Demgen & Moore P.C., independent certified public accountants (the "Verifier"), concurrently with the issuance of the Bonds, will deliver to the Underwriter its verification report indicating that it has verified the arithmetical accuracy of certain computations provided by the Underwriter relating to the forecasted receipts of principal and interest on the obligations and certain cash deposited as security for the Bonds, and the forecasted payments of principal and interest to pay the Bonds at their redemption or maturity dates. All such computations have been based solely upon assumptions and information supplied by the Underwriter and reviewed and approved by the Borrower. The Verifier restricted its procedures to verifying the arithmetical accuracy of the computations described above and has not made any study or evaluation of the assumptions and information on which the computations are based, and the Verifier has not expressed any opinion on the data used, the reasonableness of the assumptions or the achievability of the forecasted outcomes.

RELATIONSHIP AMONG PARTIES

In connection with the issuance of the Bonds, the Issuer, the Borrower, the Trustee 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 Trustee, 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 Trustee, 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

The summaries and explanation of, or references to, the Act, the Indenture and the Bonds included in this Official Statement do not purport to be comprehensive or definitive. Such summaries, references and descriptions are qualified in their entirety by reference to each such document, copies of which are on file with the Trustee.

The information contained in this Official Statement is subject to change without notice and no implication shall be derived therefrom or from the sale of the Bonds that there has been no change in the affairs of the Issuer from the date hereof.

This Official Statement is submitted in connection with the offering of the Bonds and may not be reproduced or used, as a whole or in part, for any other purpose. Any statements in this Official Statement involving matters of opinion or estimate, 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 owners of any of the Bonds.

[Signature page to follow]

This Official Statement has been approved by the Borrower for distribution by the Underwriter to current Bondholders and potential purchasers of the Bonds.

TWG CRABTREE, LP,
an Indiana limited partnership

By: TWG Crabtree GP, LLC,
an Indiana limited liability company,
its Administrative Limited Partner

By: TWG GP VI, LLC,
an Indiana limited liability company,
its sole member

By: _____
Louis A. Knoble
Manager

APPENDIX A

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 South Carolina State Housing Finance and Development Authority Act of 1977, codified at Chapter 13 of Title 31 of the South Carolina Code of Laws, as amended.

"Act of Bankruptcy" means the filing of a petition in bankruptcy by or against the Borrower or the General Partner under the Bankruptcy Code.

"Administrative Limited Partner" means TWG Crabtree GP, LLC, an Indiana limited liability company, and its successors and/or assigns.

"Affiliate" of any specified Person means any other Person directly or indirectly controlling or controlled by or under direct or indirect common control with such specified Person. For purposes of this definition, "control" when used with respect to any specified Person means the power to direct the policies of such Person, directly or indirectly, whether through the power to appoint and remove its directors, the ownership of voting securities, by contract, or otherwise; and the terms "controlling" and "controlled" have meanings correlative to the foregoing.

"Agreement" or "Loan Agreement" means the Loan Agreement dated as of November 1, 2026, between the Issuer and the Borrower, and any and all Supplements thereto.

"Amortization Schedule" means the loan amortization schedule attached as an exhibit to the Indenture, which may be amended on the Conversion Date based on the updated Amortization Schedule provided by the Servicer in connection with Conversion, and which may be amended from time to time with the approval of the Servicer; provided, however, that (i) no updated Amortization Schedule shall increase any principal amount due on any date evidenced in the Amortization Schedule attached as an exhibit to the Indenture and (ii) any updated Amortization Schedule provided by the Servicer shall evidence any principal payment that has been deferred in the amortization schedule attached as an exhibit to the Indenture as a result of a delayed Conversion being paid on the first date that principal amortization commences.

"Authorized Denomination" means, (1) during the Cash Collateralized Mode, $5,000 or any integral multiple of $1,000 in excess thereof and (2) during the Permanent Mode, (i) $100,000, or any integral multiple of $1,000 in excess thereof or (ii) the outstanding principal amount of the Permanent Loan.

"Authorized Officer of the Issuer" means with regards to the Issuer, the Chairman of the Board of Commissioners of the Issuer, the Executive Director of the Issuer, and any other officer or employee of the Issuer designated as an Authorized Officer of the Issuer by a certificate of the Issuer to act on its behalf.

"Bankruptcy Code" means Title 11 of the United States Code entitled "Bankruptcy," as in effect now and in the future, or any successor statute.

"Bond Counsel" means Parker Poe Adams & Bernstein LLP, or another attorney at law or firm of attorneys of recognized expertise in the field of federal income tax matters relating to municipal securities selected by the Issuer.

"Bond Financing Agreement" means the Bond Financing Agreement dated as of the Conversion Date, by and among the Issuer, the Borrower and the Permanent Lender, as bondholder, which supersedes the Indenture and the Loan Agreement on the Conversion Date.

"Bond Fund" means the Bond Fund created in the Indenture.

"Bond Loan Account" means the Bond Loan Account of the Project Fund created in the Indenture.

"Bond Mortgage" means the Mortgage, Assignment of Rents, Security Agreement and Fixture Filing dated as of the Closing Date, by the Borrower in favor of the Issuer.

"Bond Payment Date" means each Interest Payment Date and any other date interest or principal on the Bonds are due, whether at maturity, upon redemption, Mandatory Tender or acceleration or otherwise.

"Bond Service Charges" means, for any period or payable at any time, the principal of and interest, and prepayment premium, if any, on the Bonds for that period or payable at that time whether due at maturity or upon redemption, mandatory tender or acceleration.

"Bondholder" or "Holder of the Bonds" or "Holder" or "Owner of the Bonds" or "Owner" when used with respect to any Bond, means the person or persons in whose name such Bond is registered as the owner thereof on the books of the Issuer maintained at the Trust Office for that purpose.

"Bonds" means the South Carolina State Housing Finance and Development Authority Multifamily Housing Revenue Bonds (Village at Crabtree Project) Series 2026 of the Issuer authorized pursuant to the Resolution and the Indenture, in the original principal amount of $15,000,000*.

"Book-Entry Form" or "Book-Entry System" means a form or system, as applicable, under which (i) the ownership of beneficial interests in the Bonds may be transferred only through a book entry and (ii) physical bond certificates in fully registered form are registered only in the name of a Securities Depository or its nominee as holder, with the physical bond certificates "immobilized" in the custody of the Securities Depository.

"Borrower" means TWG Crabtree, LP, an Indiana limited partnership, its successors and assigns.

"Borrower Documents" means the Loan Agreement, the Note, the Tax Certificate, the Initial Bond Purchase Agreement, the Forward Bond Purchase Agreement, the Construction Loan Documents, the Permanent Loan Documents, the Partnership Agreement, the Continuing Disclosure Agreement, the Remarketing Agreement and any and all documents, agreements or instruments executed by the Borrower in connection with the Loan evidenced by the Loan Agreement.

"Borrower Representative" means a person at the time designated and authorized to act on behalf of the Borrower by a written certificate furnished to the Issuer and the Trustee containing the specimen signature of such person and signed on behalf of the Borrower by one of its officers, which certificate may designate an alternate or alternates. The initial Borrower Representative is Mark B. Willson.

"Borrower's Obligations" means the obligations of the Borrower under the Loan Agreement, the Note, and the other Borrower Documents to (a) pay the principal of, and interest on the Note, when and as the same shall become due and payable (whether at the stated maturity thereof, on any payment date or by acceleration of maturity or otherwise), (b) pay all other amounts required by the Loan Agreement, the Note, and the other Borrower Documents to be paid by the Borrower to the Issuer, as and when the same shall become due and payable, and (c) timely perform, observe and comply with all of the terms, covenants, conditions, stipulations, and agreements, express or implied, which the Borrower is required by the Loan Agreement, the Note, the Regulatory Agreement, the Tax Certificate and any of the other Borrower Documents, to perform or observe.

"Business Day" or "business day" means a day, other than a Saturday or a Sunday, on which (a) banking institutions in the City of New York, or in the city in which the Designated Office of the Trustee or Remarketing Agent are located are authorized or obligated by law or executive order to be closed, (b) The New York Stock Exchange is closed, or (c) the Federal Reserve System is closed.

* Preliminary; subject to change.

"Cash Collateralized Mode" means the period starting on the Closing Date and ending on the Conversion Date.

"Cash Flow Projection" means a cash flow projection 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, designated by the Borrower and acceptable to the Rating Agency, establishing the sufficiency of (a) the amount on deposit in the Special Funds, (b) projected investment income to accrue on amounts on deposit in the Special Funds during the applicable period and (c) any additional Eligible Funds delivered to the Trustee by or on behalf of the Borrower to pay Bond Service Charges, in each instance, when due and payable, including, but not limited to, any cash flow projection prepared in connection with (i) the initial issuance and delivery of the Bonds, (ii) a proposed remarketing of the Bonds, as provided in the Indenture (iii) the release of Eligible Funds from the Negative Arbitrage Account of the Bond Fund, as provided in the Indenture, (iv) the purchase, sale or exchange of Eligible Investments as provided in the Indenture and (v) the sale or other disposition by the Trustee of Eligible Investments prior to maturity at a price below par, as described in the Indenture.

"Closing Date" means November __, 2026, the date of initial delivery of the Bonds in exchange for the purchase price thereof.

"Code" means the Internal Revenue Code of 1986, including applicable final, temporary and proposed regulations and revenue rulings applicable to the Bonds.

"Collateral Fund" means the Collateral Fund created in the Indenture.

"Completion Certificate" means a certificate submitted by the Borrower Representative to the Issuer and the Trustee as provided in the Loan Agreement.

"Completion Date" shall have the meaning assigned to such term in the Loan Agreement.

"Construction Draw Schedule" means the schedule of the disbursement of the proceeds of the Construction Loan agreed to between the Construction Lender and the Borrower before the Closing Date.

"Construction Lender" means Cedar Rapids Bank and Trust Company, an Iowa state-chartered banking corporation, or its successors and assigns.

"Construction Loan" means, collectively, (i) the construction loan, in the amount of $11,321,000*, and (ii) the bridge loan in the amount of $ 11,963,393*, each from the Construction Lender to the Borrower pursuant to the Construction Loan Agreement.

"Construction Loan Agreement" means the Construction and Bridge Loan Agreement dated as of the Closing Date by and between the Borrower and the Construction Lender related to the Construction Loan.

"Construction Loan Documents" means the Construction Loan Agreement, the Construction Loan Mortgage, the guaranties delivered to the Construction Lender, the other Financing Documents (as defined in the Construction Loan Agreement), and all other documents required by the Construction Lender in connection with or as security for the Construction Loan, including without limitation, the Construction Loan Note and the Construction Loan Mortgage.

"Construction Loan Mortgage" means the Open-end Fee and Leasehold Mortgage, Assignment of Rents and Security Agreement executed by the Borrower in favor of the Construction Lender.

"Construction Loan Note" means, collectively, (i) the Construction Promissory Note from the Borrower in favor of the Construction Lender dated November ___, 2026, in the principal amount of up to $ 11,321,000*, and (ii)

* Preliminary; subject to change.

the Bridge Promissory Note from the Borrower in favor of the Construction Lender dated November ___, 2026, in the principal amount of $11,963,393*.

"Construction Loan Repayment Fund" means the fund established pursuant to the Indenture.

"Continuing Covenants Agreement" means the Continuing Covenants Agreement by and between the Borrower and Cedar Rapids Bank and Trust Company, in its capacity as Permanent Lender.

"Continuing Disclosure Agreement" means the Continuing Disclosure Agreement dated as of November 1, 2026, between the Borrower and the Dissemination Agent, as the same may be amended, restated, supplemented or modified from time to time.

"Conversion" means the conversion of the Bonds from the Cash Collateralized Mode to the Permanent Mode and the purchase thereof by the Permanent Lender.

"Conversion Conditions" means the "Bond Purchase Conditions" as defined in the Forward Bond Purchase Agreement.

"Conversion Date" means the date on which the Bonds convert from the Cash Collateralized Mode to the Permanent Mode; provided that the Conversion Date may not occur prior to June 1, 2029*.

"Conversion Date Deadline" means the Termination Date (as defined in the Forward Bond Purchase Agreement), and if extended with the written approval of the Construction Lender and the Permanent Lender, the date chosen for such extended deadline.

"Costs" with respect to the Project shall be deemed to include all items permitted to be financed under the provisions of the Code and the Act (and to the extent the same are capital in nature or otherwise permitted under the terms of the Tax Certificate).

"Costs of Issuance" means all fees, costs and expenses payable or reimbursable directly or indirectly by the Issuer or the Borrower and related to the authorization, issuance and sale of the Bonds, including the Issuer Closing Fee.

"Costs of Issuance Fund" means the Costs of Issuance Fund created in the Indenture.

"Designated Office" of the Trustee, the Lender, the Issuer or the Underwriter means, respectively, the office of the Trustee, the Lender, the Issuer or the Underwriter at the respective Notice Address set forth in the Indenture or at such other address as may be specified in writing by the Trustee, the Lender, the Issuer or the Underwriter, as applicable.

"Determination of Taxability" means (a) a final decree or judgment of any Federal court or a final action of the Internal Revenue Service determining that interest paid or payable on any Bond is or was includable in the gross income of a Holder of the Bonds for Federal income tax purposes (other than an Holder who is a "substantial user" or "related person" to a "substantial user" within the meaning of Section 147(a) of the Code); or (b) the enactment of federal legislation that would cause interest on the Bonds to be includable in gross income for federal income tax purposes; provided, that no such decree, judgment, or action under (a) will be considered final for this purpose unless the Borrower has been given written notice and, if it is so desired and is legally allowed, has been afforded the opportunity to contest the same, either directly or in the name of any Holder of a Bond, and until the conclusion of any appellate review, if sought.

* Preliminary; subject to change.

"Dissemination Agent" means initially U.S. Bank Trust Company, National Association, a national banking association, with its designated corporate trust office located in Atlanta, Georgia, or any dissemination agent subsequently appointed in accordance with the Continuing Disclosure Agreement.

"Documents" means and shall include (without limitation), with respect to the Bonds, the Indenture, the Loan Agreement, the Note, the Regulatory Agreement, the Tax Certificate, the Borrower Documents, the Issuer Documents, the Permanent Loan Documents and any and all other documents which the Issuer, the Borrower or any other party or parties or their representatives, have executed and delivered, or may hereafter execute and deliver, to evidence or secure the Issuer's Obligations or the Borrower's Obligations, or any part thereof, or in connection therewith, and any and all Supplements thereto, but excluding the Construction Loan Documents.

"Electronic Means" means facsimile transmission, e-mail transmission or other similar electronic means of communication providing evidence of transmission.

"Eligible Funds" means, as of any date of determination, any of:

(a) The proceeds of the Bonds (including any additional amount paid by the Underwriter to the Trustee as the purchase price of the Bonds);

(b) Money received by the Trustee representing advances to the Borrower of proceeds of the Construction Loan and the Permanent Loan;

(c) Money received by the Trustee from the Underwriter for deposit to the Negative Arbitrage Account or to the Collateral Fund;

(d) Remarketing proceeds of the Bonds (including any additional amount paid to the Trustee as the purchase or remarketing price by the Underwriter or the Remarketing Agent) received from the Remarketing Agent or any purchaser of Bonds (other than funds provided by the Borrower, the Issuer or any Affiliate of either the Borrower or the Issuer);

(e) Any other amounts for which the Trustee has received an Opinion of Counsel selected by the Issuer (which opinion may assume that no Holder or Beneficial Owner of Bonds is an "insider" within the meaning of the Bankruptcy Code) to the effect that (A) 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 and (B) payments of such amounts to Holders would not be avoidable as preferential payments under Section 547 or 550 of the Bankruptcy Code should the Issuer or the Borrower become a debtor in proceedings commenced under the Bankruptcy Code;

(f) The proceeds of draws by the Trustee on any letter of credit provided to the Trustee for the benefit of the Borrower;

(g) Any payments made by the Borrower and held by the Trustee for a continuous period of 123 days, provided that no Act of Bankruptcy has occurred during such period; and

(h) [Reserved]

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

"Eligible Investments" means, subject to the provisions of the Indenture, any of the following investments that 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) Governmental 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 a 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 that are 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.

"Equity Account" means the Equity Account of the Project Fund created in the Indenture.

"Event of Default" or "Default" means any of the events of default or defaults specified in the Indenture or the Loan Agreement.

"Expense Fund" means the Expense Fund created in the Indenture.

"Extension Payment" means the amount due, if any, in connection with the change or extension of the Mandatory Tender Date pursuant to the Indenture, and (a) which shall be determined by a Cash Flow Projection approved in writing by the Rating Agency and (b) must consist of Eligible Funds.

"Force Majeure" means, to the extent the Project is materially adversely affected, fire, earthquake, major flooding, any condition causing the area within which the Project is located to be declared a federal disaster area, other acts of nature, strike, lockout, acts of public enemy, riot, insurrection, emergency affecting the sale or transportation of materials or supplies needed to construct the Project, or any similar condition not in the control of the Borrower or Contractor.

"Forward Bond Purchase Agreement" means the Forward Bond Purchase Agreement dated November __, 2026, by and among the Trustee, the Borrower and the Permanent Lender.

"General Partner" means HOM Village at Crabtree LLC, a South Carolina limited liability company, and its successors and assigns.

"Governmental Authority" means any federal, State or local governmental or quasi-governmental entity, including, without limitation, any agency, department, commission, board, bureau, administration, service, or other instrumentality of any governmental entity.

"Governmental 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.

"Guarantors" means TWG Development, LLC, TWG Construction, LLC, TWG Crabtree GP, LLC, Justin R. Collins, and Louis A. Knoble, and their respective successors and assigns.

"Guaranty" means, collectively, the Non-Recourse Guaranty Agreements and the Repayment and Completion Guaranty Agreements (each, as defined in the Forward Bond Purchase Agreement), each by the Guarantors in favor of the Permanent Lender.

"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 "Aa1" or "Aa1/VMIG 1" if rated by Moody's or "A-1+" or "AA+" if rated by S&P.

"Indenture" means the Trust Indenture, dated as of November 1, 2026, between the Issuer and the Trustee, and any and all supplements thereto.

"Independent" means any person not an employee or officer of the Borrower or its affiliates.

"Initial Bond Purchase Agreement" means the Bond Purchase Agreement dated November __, 2026, by and among the Issuer, the Borrower and the Underwriter.

"Initial Deposit" means Eligible Funds in the amount specified in the Indenture to be deposited in the Negative Arbitrage Account of the Bond Fund on the Closing Date.

"Initial Interest Rate" means ___% per annum.

"Initial Mandatory Tender Date" means December 1, 2029*.

"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.

"Interest Payment Date" means (1) during the Cash Collateralized Mode, (a) June 1 and December 1 of each year beginning June 1, 2027*, (b) each Redemption Date, and (c) each Mandatory Tender Date, and (2) during the Permanent Mode, commencing on the first (1st) day of the first month following the Conversion Date and on the first (1st) day of each calendar month thereafter.

"Interest Rate" means, as applicable, the Initial Interest Rate (to but not including the earliest of the Conversion Date, the Initial Mandatory Tender Date, or any Redemption Date prior to maturity), the applicable Remarketing Rate and the Permanent Rate.

"Issuer" means the South Carolina State Housing Finance and Development Authority, a public body corporate and politic and an agency of the State of South Carolina, or its successor.

"Issuer Documents" means the Loan Agreement, the Indenture, the Initial Bond Purchase Agreement, the Regulatory Agreement, the Tax Certificate and any and all documents, agreements or instruments executed by the Issuer in connection with the Loan evidenced by the Loan Agreement.

"Issuer Annual Fee" means the ongoing fee of the Issuer in connection with the issuance of the Bonds, payable annually by the Borrower, on the date the Project is placed in service and on each anniversary thereof for the Qualified Project Period, as defined in the Regulatory Agreement, in an amount equal to $50.00 per unit.

"Issuer Closing Fee" means $112,500, which is equal to 0.75% of the original principal amount of the Bonds. The Issuer Closing Fee is payable to the Issuer on the Closing Date pursuant to the Loan Agreement.

"Issuer's Obligations" means the obligations of the Issuer under the Bonds, the Indenture, and the other Documents to (a) pay the principal of and interest on the Bonds (including supplemental interest), when and as the same shall become due and payable (whether at the stated maturity thereof, or by acceleration of maturity or after

* Preliminary; subject to change.

notice of prepayment or otherwise) and (b) timely perform, observe and comply with all of the terms, covenants, conditions, stipulations, and agreements, express or implied, which the Issuer is required, by the Bonds, the Indenture, or any of the other Documents, to perform and observe.

"Lender" means (1) during the Cash Collateralized Mode, the Construction Lender and (2) during the Permanent Mode, the Permanent Lender.

"Limited Partner" means Tax Credit Holdings - TWG Crabtree, L.L.C., a Missouri limited liability company, and its successors and assigns.

"Loan" means the loan financed by the Issuer to the Borrower in the principal amount of $15,000,000* evidenced by the Note, described in the Loan Agreement and made in connection with the issuance of the Bonds.

"Loan Documents" means the Documents, the Construction Loan Documents and the Permanent Loan Documents.

"Loan Payments" means the amounts required to be paid by the Borrower in repayment of the Loan pursuant to the provisions of the Note and the Loan Agreement.

"Local Time" means daylight or standard time, as applicable, in the State of South Carolina.

"Majority Owner" means, during the Permanent Mode, the Person who owns at least fifty-one percent (51%) in aggregate principal amount of Outstanding Bonds, or, if no single person owns at least fifty-one percent (51%) in aggregate principal amount of Outstanding Bonds, the person who is designated in writing to exercise the powers of "Servicer" and "Majority Owner" under the Indenture by persons who collectively own at least fifty-one percent (51%) in aggregate principal amount of Outstanding Bonds.

"Mandatory Tender Date" means (a) the Initial Mandatory Tender Date, (b) the Conversion Date and (c) if the 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 Bonds, the day after the last day of the Remarketing Period.

"Maturity Date" means December 1, 2044*.

"Moody's" means Moody's Investors Service, Inc., a Delaware corporation, 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 Remarketing Agent.

"Mortgage" shall mean (i) the Bond Mortgage, (ii) the Permanent Loan Mortgage, (iii) the Construction Loan Mortgage and (iv) the Open-End Fee and Leasehold Swap Mortgage, Assignment of Rents and Security Agreement, dated as of November __, 2026, executed by the Borrower in favor of the Permanent Lender.

"Negative Arbitrage Account" means the Negative Arbitrage Account within the Bond Fund created in the Indenture.

"Note" means the Promissory Note, dated the Closing Date from the Borrower to the Issuer, endorsed to the Trustee, during the Cash Collateralized Mode, in substantially the form attached to the Loan Agreement as an exhibit, as amended and restated on the Conversion Date from the Borrower to the Issuer, endorsed to the Bondholder, in the form attached to the Bond Financing Agreement, and any amendments, Supplements or modifications thereto.

"Official Statement" means this Official Statement dated November __, 2026 relating to the Bonds during the Cash Collateralized Mode.

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* Preliminary; subject to change.

"Opinion of Counsel" means an opinion from an attorney or firm of attorneys, acceptable to the recipient of such opinion, with experience in the matters to be covered in the opinion.

"Optional Call Date" means any date on or after June 1, 2029*.

"Outstanding," "outstanding" or "Bonds Outstanding" when used with respect to the Bonds means any Bonds theretofore authenticated and delivered under the Indenture, except:

(a) Bonds theretofore canceled by the Trustee or theretofore delivered to the Trustee for cancellation;

(b) Bonds for the payment of which moneys or obligations shall have been theretofore deposited with the Trustee in accordance with the Indenture; or

(c) Bonds in exchange for or in lieu of which other Bonds have been authenticated and delivered under the Indenture.

"Partnership Agreement" means that certain Amended and Restated Limited Partnership Agreement dated as of November __, 2026 of the Borrower.

"Permanent Lender" means Cedar Rapids Bank and Trust Company, a state-chartered banking corporation organized and existing under the laws of the State of Iowa, and its successors and assigns.

"Permanent Loan" means the Loan from and after the Conversion Date, evidenced by the Note as amended and restated and held by the Permanent Lender as owner of the Bonds purchased on the Conversion Date.

"Permanent Loan Amount" means the maximum permanent loan amount of the Bonds after the Conversion Date of $11,400,000*, or such lesser amount as is the Permanent Loan Purchase Price (as defined in the Forward Bond Purchase Agreement).

"Permanent Loan Documents" means the Loan Documents (as defined in the Continuing Covenants Agreement) applicable during the Permanent Mode.

"Permanent Loan Mortgage" means the Open-End Fee and Leasehold Mortgage, Assignment of Rents and Security Agreement executed by the Borrower in favor of the Permanent Lender.

"Permanent Mode" means the period starting on the Conversion Date and ending on the Maturity Date.

"Permanent Rate" means, during the Permanent Mode, as described in the Note.

"Person" shall include an individual, association, unincorporated organization, corporation, partnership, company, joint venture, trust, or government or agency or political subdivision or public body thereof.

"Project" means the multifamily residential rental housing project located in the City of Conway, Horry County, South Carolina, to be known as Village at Crabtree, which, upon completion, will contain approximately 117 affordable rental housing units and which may include such ancillary uses as parking, community space, and other functionally related and subordinate uses.

"Project Fund" means the Project Fund created in the Indenture.

* Preliminary; subject to change

"Qualified Project Costs" means, subject to the provisions of the Tax Certificate, any expenditures which (a) are incurred not more than 60 days prior to the date on which the Issuer first declared its "official intent" (within the meaning of Treasury Regulation Section 1.150-2) with respect to the Project (other than preliminary expenditures with respect to the Project in an amount not exceeding 20% of the aggregate principal amount of the Bonds); (b) are made exclusively to provide facilities and improvements that constitute part of a "qualified residential rental project" within the meaning of Section 142(d) of the Code; and (c) are properly chargeable to the Project's capital account under general federal income tax principles or that would be so chargeable with a proper election or but for a proper election by the Borrower to deduct such expenditure. However, "Qualified Project Costs" do not include (i) issuance costs of the Bonds (within the meaning of Section 147(g) of the Code) or (ii) any fee, charge or profit payable to the Borrower or a "related person" (within the meaning of Section 144(a)(3) of the Code). As used herein, the term "preliminary expenditures" includes architectural, engineering, surveying, soil testing and similar costs that were incurred prior to the commencement of construction of the Project, but does not include land acquisition, site preparation and similar costs incident to commencement of construction of the Project.

"Rating Agency" means any national rating agency then maintaining a rating on the Bonds, and initially means Moody's.

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

"Rebate Fund" means the Rebate Fund created in the Indenture.

"Record Date" means the 15th day of the month preceding the date on which interest is due and payable.

"Redemption Date" means any date under the Indenture on which the Bonds are to be redeemed, including the Maturity Date, the date of acceleration of the Bonds and any date set forth for the redemption of Bonds in the Continuing Covenants Agreement.

"Regulations" means any proposed, temporary, or final Income Tax Regulations issued pursuant to sections 103 and 141 through 150 of the Code. Any reference to any specific Regulation shall also mean, as appropriate, any proposed, temporary or final Income Tax Regulation designed to supplement, amend or replace the specific Regulation referenced.

"Regulatory Agreement" means the Agreement as to Restrictive Covenants, dated as of the Closing Date, by and among the Borrower and the Issuer, as the same may be amended, modified or supplemented from time to time.

"Remarketing Agent" means Stifel, Nicolaus & Company, Incorporated or any successor as Remarketing Agent designated in accordance with the Indenture.

"Remarketing Agreement" means the Remarketing Agreement, dated as of November 1, 2026, 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 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 Bonds, the day after the last day of the Remarketing Period.

"Remarketing Period" means the period beginning on a Remarketing Date and ending on the last day of the term for which Bonds are remarketed pursuant to the Indenture or the final Maturity Date of the Bonds, as applicable.

"Remarketing Proceeds Account" means the Remarketing Proceeds Account of the Bond Fund created in the Indenture.

"Remarketing Rate" means the interest rate or rates established pursuant to the Indenture and borne by the Bonds then Outstanding from and including each Remarketing Date to, but not including, the next succeeding Remarketing Date or the Conversion Date, as applicable.

"Requisition" means the request on the form attached to the Indenture as an exhibit to make a disbursement from the Project Fund in the manner provided pursuant to the Indenture.

"Reserved Rights of the Issuer" means the rights of the Issuer consisting of: (a) all rights which the Issuer and its officers, directors, members, officials, agents or employees may have under the Indenture, the Loan Agreement and other Documents to indemnification by the Borrower and by any other persons and to payments for expenses incurred by the Issuer itself, or its officers, directors, officials, agents or employees; (b) the right of the Issuer to give and receive notices, reports or other information, make determinations and grant approvals under the Indenture and the Documents; (c) the right of the Issuer to give and receive its fees, costs and expenses pursuant to the Loan Agreement and the Regulatory Agreement, including, but not limited to, the Issuer Closing Fee and the Issuer Annual Fee; (d) all rights of the Issuer to enforce the representations, warranties, covenants and agreements of the Borrower pertaining in any manner or way, directly or indirectly to the requirements of the Act or any requirements imposed by the Issuer with respect to the Project, or necessary to assure that interest on the Bonds is excluded from gross income for federal income tax purposes, as are set forth in any of the Documents or in any other certificate or agreement executed by the Borrower; (e) all rights of the Issuer in connection with any amendment to or modification of the Documents; and (f) all enforcement remedies with respect to the foregoing.

"Resolution" means that certain resolution of the Issuer adopted by the Board of Commissioners of the Issuer on March 18, 2026, authorizing the issuance and sale of the Bonds.

"Revenue Account" means the Revenue Account of the Bond Fund created in the Indenture.

"Revenues" means (a) the Loan Payments, (b) Eligible Funds delivered to the Trustee for deposit into the Collateral Fund, (c) all other money received or to be received by the Trustee in respect of repayment of the Loan, including without limitation, all money and investments in the Bond Fund, (d) any money and investments in the Special Funds, and (e) all income and profit from the investment of the foregoing money. The term "Revenues" does not include any money or investments in the Rebate Fund, amounts paid as fees, reimbursement for expenses or for indemnification of the Issuer and the Trustee, or amounts paid to or collected by the Issuer in connection with any Reserved Rights of the Issuer.

"Securities Depository" means The Depository Trust Company, its successors and assigns, or any other securities depository for the Bonds designated by the Issuer or the Borrower to the Trustee in writing.

"Servicer" means, during the Permanent Mode, the Permanent Lender, or, if the Permanent Lender appoints a separate entity to be the servicer, such servicer. During any other times that no servicer has been appointed pursuant to the Bond Financing Agreement, all references herein and in the Loan Documents to the Servicer shall be deemed to refer to the Majority Owner.

"Special Funds" means, collectively, the Bond Fund, the Project Fund and the Collateral Fund, and any accounts therein.

"State" means the State of South Carolina.

"Supplement" or "Supplements" means any and all extensions, renewals, modifications, amendments, supplements and substitutions.

"Tax Certificate" means, together, the Tax Certificate executed by the Issuer and the Borrower, the Borrower's Cost Certificate and the Borrower's Tax Certificate, each dated as of the Closing Date, as amended, supplemented or otherwise modified from time to time.

"Trust Estate" has the meaning given such term in the Granting Clauses of the Indenture.

"Trust Office" means the trust office of the Trustee located at the address set forth in the Indenture or such other office designated by the Trustee from time to time, or such other offices as may be specified in writing to the Issuer by the Trustee.

"Trustee" or "Corporate Trustee" means U.S. Bank Trust Company, National Association, a national banking association, with its designated corporate trust office in Atlanta, Georgia, and its successor or successors in the trust created by the Indenture.

"Trustee's Ongoing Fee" 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, including a $2,500 acceptance fee and an annual fee payable annually in advance on the Closing Date and thereafter on each anniversary of the Closing Date while the Bonds are Outstanding in an annual amount equal to $_____ (of which $1,000 is for U.S. Bank Trust Company, National Association's services as Dissemination Agent).

"Undelivered Bond" means any Bond that is required under the Indenture to be delivered to the Remarketing Agent or the Trustee for purchase on a Mandatory Tender Date but that has not been received on the date such Bond is required to be so delivered.

"Underwriter" means Stifel, Nicolaus & Company, Incorporated.

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APPENDIX B

SUMMARY OF CERTAIN PROVISIONS OF THE TRUST INDENTURE

The following is a brief summary of certain provisions of the Indenture. The following summary does not purport to be complete or definitive and 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.

Creation of Funds and Accounts

The following trust funds and accounts are created by the Indenture by the Issuer and ordered established with the Trustee to be used for the purposes provided in the Indenture:

(a) the Bond Fund, consisting of (1) the Negative Arbitrage Account, (2) the Remarketing Proceeds Account and (3) the Revenue Account;

(b) the Expense Fund;

(c) the Project Fund, consisting of (1) the Bond Loan Account and (2) the Equity Account;

(d) the Costs of Issuance Fund;

(e) the Rebate Fund;

(f) the Construction Loan Repayment Fund; and

(g) the Collateral Fund.

The Trustee may create one or more accounts or subaccounts within any fund authorized by the Indenture for the purpose of accounting for funds deposited into or held in each fund or for carrying out any of the requirements of the Indenture. The Trustee may transfer funds between accounts and subaccounts within any fund.

Deposits into the Bond Fund; Use of Moneys in Bond Fund

On the Closing Date, the Trustee shall deposit the Initial Deposit in the Negative Arbitrage Account of the Bond Fund, to be invested pursuant to the Indenture. Any Extension Payment received by the Trustee in connection with an extension of the Mandatory Tender Date pursuant to the Indenture shall also be deposited in the Negative Arbitrage Account of the Bond Fund.

The Trustee shall deposit into the Bond Fund all amounts paid by the Borrower pursuant to the Loan Agreement.

Prior to the Conversion Date, Bond Service Charges, when due and payable, shall be paid (a) in the first instance from money on deposit in the Bond Fund (excluding the Negative Arbitrage Account therein), (b) next from money on deposit in the Negative Arbitrage Account of the Bond Fund, (c) next from money on deposit in the Collateral Fund and transferred as necessary to the Bond Fund and (d) thereafter, from money on deposit in the Bond Loan Account of the Project Fund and transferred as necessary to the Bond Fund.

Construction Loan Repayment Fund

The Trustee shall establish and maintain a separate fund to be known as the "Construction Loan Repayment Fund." On or before the Conversion Date, the Trustee shall transfer to the Construction Loan Repayment Fund all amounts remaining in the Collateral Fund after the transfer described in clause (i) of paragraph (d) under "Collateral Fund" below. On or before the Conversion Date, the Borrower shall cause the additional amounts, if any, set forth in the Conversion Notice to be deposited in the Construction Loan Repayment Fund. On the Conversion Date, all funds

in the Construction Loan Repayment Fund shall be applied by the Trustee towards the repayment of the Construction Loan at the written direction of the Construction Lender. After such repayment the Construction Loan Repayment Fund shall be closed.

Collateral Fund

The Trustee shall establish and maintain a separate fund to be known as the "Collateral Fund" as set forth below, provided however, that the Trustee will close the Collateral Fund following the Conversion Date:

(a) The Trustee shall deposit in the Collateral Fund all Eligible Funds received by the Trustee pursuant to the Loan Agreement for deposit into the Collateral Fund. Pursuant to the Loan Agreement, with respect to each Requisition made on the Project Fund, the Borrower shall cause to be delivered to the Trustee Eligible Funds for deposit into the Collateral Fund in an aggregate amount equal to the amount to be funded under such Requisition, which in any event shall be a prerequisite to the disbursement of, the amount of Bond proceeds on deposit in the Project Fund to be disbursed by the Trustee to pay Qualified Project Costs.

(b) The Trustee shall be required by the Indenture to invest all amounts on deposit in the Special Funds in Eligible Investments pursuant to the written direction of the Borrower. At no time shall the Borrower direct that any funds constituting gross proceeds of the Bonds be used in any manner as would constitute failure of compliance with Section 148 of the Code.

(c) Each deposit into the Collateral Fund shall constitute an irrevocable deposit solely for the benefit of the Holders, subject to the provisions of the Indenture.

(d) The Trustee shall transfer money in the Collateral Fund as follows: (i) on the Conversion Date, to the Bond Fund, the amount necessary to cause the partial redemption of the Bonds in the amount specified in the Conversion Notice, such that the outstanding principal amount of the Bonds equals the Permanent Loan Amount set forth in the Conversion Notice; (ii) on a Mandatory Tender Date other than the Conversion Date, to the Bond Fund, the amount necessary to pay the purchase price of the Bonds, to the extent amounts on deposit in the Remarketing Proceeds Account and the Negative Arbitrage Account of the Bond Fund are insufficient therefor; (iii) on any Redemption Date, to the Bond Fund the amount, together with amounts on deposit in the Bond Fund, necessary to pay the principal and interest due on the Bonds on such date; and (iv) on the Conversion Date, after the transfer required by clause (i), to the Construction Loan Repayment Fund, all amounts then remaining in the Collateral Fund.

(e) 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 Collateral Fund is transferred to the Bond 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.

Conversion; Termination of Indenture

On the Conversion Date, the Trustee shall apply the Permanent Loan Purchase Price (as defined in the Forward Bond Purchase Agreement) paid by the Permanent Lender to pay the purchase price of the Bonds that remain Outstanding after the partial redemption described under "Collateral Fund" above and shall disburse amounts on deposit in the Construction Loan Repayment Fund. Upon completion of those actions and delivery of the executed Bond Financing Agreement, (i) the Trustee shall endorse the Note, without recourse, to the Issuer and deliver the Note to the Issuer for amendment and restatement and endorsement to the Bondholder as provided in the Bond Financing Agreement, (ii) the Issuer shall release the Bond Mortgage, and (iii) the Indenture and the Loan Agreement shall terminate and be of no further force and effect, except for certain provisions specified in the Indenture that survive.

Procedure for Making Disbursements from Project Fund

Upon the deposit of Eligible Funds into the Collateral Fund, if required and as provided in the Indenture, the Trustee shall disburse Bond proceeds on deposit in the Bond Loan Account of the Project Fund, in an amount equal to such deposit of Eligible Funds, solely to pay Qualified Project Costs and only upon the receipt by the Trustee of (1) a request or requests therefor, upon requisition forms approved by the Construction Lender and the Trustee in substantially the form attached to the Indenture, and in accordance with the Construction Loan Agreement, and (2) certification by a Borrower Representative that such costs are qualified costs pursuant to Section 142 of the Code. Each Requisition shall evidence disbursements from the Bond Loan Account of the Project Fund. The Trustee shall not disburse money from the Bond Loan Account of the Project Fund, other than to pay interest and principal on the Bonds, unless and until Eligible Funds in an amount equal to or greater than the requested disbursement amount have been deposited in the Collateral Fund. To the extent money on deposit in the Project Fund is invested in Eligible Investments yet to mature at the time of any such requested and permitted disbursement, the Trustee is authorized under the Indenture to exchange an amount of such Eligible Investments in the Bond Loan Account of the Project Fund for a like amount of Eligible Funds on deposit in the Collateral Fund and then disburse such amounts from the Bond Loan Account of the Project Fund to pay Qualified Project Costs without the need to sell or terminate such Eligible Investments prior to their stated maturity date. In accordance with the Loan Agreement, and prior to making any disbursement from the Project Fund (except to make necessary interest payments), the Trustee shall determine that the aggregate account balance in (a) the Collateral Fund and (b) the Bond Loan Account of the Project Fund (less the requested disbursement amount) is at least equal to the then-Outstanding principal amount of the Bonds.

Money in the Bond Loan Account of the Project Fund shall be disbursed in accordance with the provisions of the Loan Agreement and the Indenture. To the extent money is not otherwise available to the Trustee, including money on deposit in the Bond Fund or the Collateral Fund, the Trustee shall transfer from the Bond Loan Account of the Project Fund to the Bond Fund sufficient money to make the necessary interest and principal payments, if any, on each Interest Payment Date without further written direction.

All disbursements from the Bond Loan Account of the Project Fund will be made by the Trustee directly to the Borrower by deposit into a designated account of Borrower located at the Construction Lender, as provided for in the Construction Loan Agreement and shall not be made more frequently than once per month, unless approved by the Construction Lender, in its sole discretion.

The Trustee and the Issuer shall not in any event be responsible or liable to any person (other than the Borrower, but only in the case of the Trustee and only in the event of a failure by the Trustee to make disbursements following request for disbursements in accordance with the Documents, when such failure is within the Trustee's control, and after notice of such failure and a 3-day opportunity to cure such failure) for the disbursement of, or failure to disburse, moneys from the Bond Loan Account of the Project Fund, or any part thereof, and no contractor, subcontractor or material or equipment supplier shall have any right or claim against the Trustee or the Issuer under the Indenture.

If for any reason the Trustee is not able to disburse a corresponding amount of Bond proceeds promptly following receipt of funds from the entity making such collateral deposit into the Collateral Fund, the Trustee shall promptly transfer such funds back to the Lender and not deposit the same into the Collateral Fund.

Disposition of Moneys in Equity Account After Conversion

On the Conversion Date, amounts remaining on deposit in the Equity Account of the Project Fund shall be transferred by the Trustee to the Construction Lender or, at the written direction of the Issuer (not to be unreasonably withheld, conditioned or delayed), to the Borrower for application to any unpaid developer fees due and owing with respect to the Project. After such payment or transfer the Equity Account of the Project Fund shall be closed.

Investment of Special Funds

Except as otherwise set forth in this section and in the Tax Certificate, money in the Special Funds and the Rebate Fund shall be invested and reinvested by the Trustee in Eligible Investments at the written direction of the Borrower Representative. At no time shall the Borrower direct that any funds constituting gross proceeds of the Bonds (including, without limitation, moneys deposited in or credited to the Collateral Fund and the Negative Arbitrage Account) be used in any manner as would constitute failure of compliance with Section 148 of the Code.

To the extent that the Trustee has not received written directions from the Borrower Representative regarding any investment of moneys, the Trustee shall, until such written directions are received, invest such moneys in Fidelity Treasury Portfolio Class III (FCSXX).

Investments of money in the Bond Fund and the Collateral Fund shall mature or be redeemable at the option of the Trustee at the times and in the amounts necessary to provide money to pay Bond Service Charges on the Bonds as they become due on each Bond Payment Date. Each investment of money in the Bond Loan Account of the Project Fund shall mature or be redeemable at the option of the Trustee at the times and in the amounts as may be necessary to make anticipated payments from the Bond Loan Account of the Project Fund. Any of those investments may be purchased from or sold to the Trustee, or any bank, trust company or savings and loan association or other entity which is an Affiliate of the Trustee. The Trustee shall sell or redeem investments credited to the Special Funds to produce sufficient money applicable hereunder to, and at times required for the purposes of paying Bond Service Charges when due as aforesaid, and shall do so without necessity for any order on behalf of the Issuer and without restriction by reason of any order. If the Trustee is required to sell or otherwise dispose of any Eligible Investments prior to maturity at a price below par, the Borrower shall, at the Borrower's expense, deliver to the Trustee (i) a Cash Flow Projection and (ii) Eligible Funds in the amount set forth in such Cash Flow Projection, if any.

An investment made from money credited to the Special Funds shall constitute part of that Special Fund. All investment earnings from amounts on deposit in the Bond Loan Account of the Project Fund and the Collateral Fund shall be allocated to the Bond Fund. All gains resulting from the sale of, or income from, any investment made from amounts on deposit in the Special Funds shall be credited to and become part of the Bond Fund. All investment earnings, gains resulting from the sale of, or income from, any investment made from amounts on deposit in the Rebate Fund shall be retained therein. Any investment losses from moneys credited to a Special Fund shall be charged against that Special Fund. The Trustee shall not be liable for losses on investments made in compliance with the provisions of the Indenture. Following the Closing Date, at the written 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 Bond Service Charges shall be held uninvested and (ii) Bond proceeds and the Initial Deposit shall be held uninvested until the Trustee has purchased, sold, or exchanged Eligible Investments. The Rebate Analyst shall consider any such sale or exchange in making the arbitrage and rebate calculations.

The Trustee may conclusively rely upon the Borrower's written instructions as to both the suitability and legality of all directed investments. Ratings of investments shall be determined by the Borrower at the time of purchase of such investments. The Trustee shall have no responsibility to monitor the ratings of investments after the initial purchase of such investments. The Trustee may make any and all such investments through its own investment department or that of its affiliates or subsidiaries, and may charge its ordinary and customary fees for such trades. Although the Issuer and the Borrower each recognizes that it may obtain a broker confirmation or written statement containing comparable information at no additional cost, the Issuer and the Borrower agree that broker confirmations of investments are not required to be issued by the Trustee for each month in which a monthly statement is rendered by the Trustee.

Discharge of Lien

If and when the Bonds secured by the Indenture shall become due and payable in accordance with their terms as provided in the Indenture, or otherwise, and the whole amount of the principal and the interest so due and payable upon all of the Bonds, together with all other amounts payable under the Indenture by the Issuer and all fees and expenses of the Trustee and the Issuer, shall be paid, or provision shall have been made for the payment of the same, then the right, title and interest of the Trustee in and to the Trust Estate and all covenants, agreements and other

obligations of the Issuer to the Bondholders shall thereupon cease, terminate and become void and be discharged and satisfied. In such event, upon written request of the Issuer and subject to the provisions of the Indenture, the Trustee shall turn over to the Borrower, so long as there shall have occurred no Event of Default which is uncured and continuing, any surplus in the Bond Fund and all balances remaining in any other fund created under the Indenture and shall assign and transfer to the Borrower all other property then held by the Trustee under the Indenture and shall execute such documents as may be reasonably required by the Issuer.

If and when the Trustee shall hold sufficient moneys under the Indenture, as verified to the Trustee in writing by an Independent public accounting firm of national reputation or other firm similarly experienced in performing such computations, to provide for payment of the whole amount of the principal and interest due and payable and thereafter to become due and payable upon all the Bonds, together with all other amounts (exclusive of amounts in the Rebate Fund) payable or which may thereafter become payable under the Indenture by the Issuer, notwithstanding that all the Bonds have not yet become due and payable and that consequently the right, title and interest of the Trustee in and to the Trust Estate shall not have ceased, terminated and become void pursuant to the foregoing provisions of this section, the Trustee, on demand of the Issuer but subject to the provisions of the Indenture, shall turn over to the Borrower, so long as there shall have occurred no Event of Default which is uncured and continuing, or to such person, body or authority as may be entitled to receive the same, any surplus in the Bond Fund in excess of the amount sufficient to pay the whole amount of the principal and interest due and payable and thereafter to become due and payable upon all Bonds together with all other amounts payable or which may thereafter become payable under the Indenture.

All Outstanding Bonds shall, prior to the maturity thereof, be deemed to have been paid within the meaning and with the effect expressed above if (a) there shall have been deposited with the Trustee (as verified to the Trustee in writing by an Independent public accounting firm of national reputation or other firm similarly experienced in performing such computations) either (i) moneys in an amount which shall be sufficient, or (ii) Governmental Obligations which are not subject to redemption prior to maturity, the principal of and the interest on which when due will provide moneys which, together with the moneys, if any, deposited with the Trustee at the same time, shall be sufficient, to pay when due the principal and interest due and to become due on such Bonds on the maturity date thereof, and (b) the Issuer shall have given the Trustee, in form satisfactory to it irrevocable instructions to give, as soon as practicable, a notice to the Holders of such Bonds and the Rating Agency that the deposit required by (a) above has been made with the Trustee and that such Bonds are deemed to have been paid in accordance with this heading and stating such date upon which moneys are to be available for the payment of the principal and interest on such Bonds.

Neither the securities nor moneys deposited with the Trustee pursuant to this heading nor principal or interest payments on any such securities shall be withdrawn or used for any purpose other than, and shall be held in trust for, the payment of the principal and interest, on such Bonds; provided that any cash received from such principal or interest payments on such securities deposited with the Trustee, if not then needed for such purpose, shall, to the extent practicable, be reinvested in Eligible Investments (including any short term investment fund rated "Aaa-mf" or "P-1" by the Rating Agency and secured by and investing solely in Eligible Investments) maturing at times and in amounts sufficient to pay when due the principal and interest to become due on such Bonds on and prior to such maturity dates thereof, as the case may be, and interest earned from such reinvestment shall be paid over to the Borrower, as received by the Trustee, free and clear of any trust, lien or pledge.

The release of the obligations of the Issuer under this section shall be without prejudice to the right of the Trustee provided in the Indenture to be paid reasonable compensation for all services rendered by it under the Indenture and all its expenses, charges and other disbursements and those of its attorneys, agents and employees, incurred on and about the administration of the trust created by the Indenture and the performance of its powers and duties under the Indenture, and shall not affect the obligations of the Borrower to make the payments required by the Loan Agreement or the Note.

The rights of the Issuer to indemnity, non-liability and payments of all reasonable fees and expenses shall survive the cancellation and termination of the Indenture pursuant to this section.

Events of Default and Acceleration

The occurrence of any of the following events is defined as and declared to be and to constitute an "Event of Default" under the Indenture:

(a) During the Cash Collateralized Mode, the failure to pay any installment of interest when due on any Bond payable under the Indenture; or

(b) During the Permanent Mode, the failure to pay any installment of principal and interest as provided in the Continuing Covenants Agreement within ten (10) days of being due and five (5) days after the Borrower's receipt of written notice; or

(c) the principal of any Bond is not paid or the redemption price of any Bond on the date on which the same becomes due, whether at the stated maturity thereof, by call for redemption, acceleration or otherwise; or

(d) an Event of Default occurs under the Loan Agreement; or

(e) the Issuer fails to duly and promptly perform, comply with, or observe any covenant, condition, agreement or provision (other than as specified in (a), (b) or (c) of this section) contained in any South Carolina state statute, including the Act, or the Bonds or in the Indenture on the part of the Issuer to be performed, and such failure shall continue for a period of 90 days after written notice specifying such failure and requiring the same to be remedied shall have been given to the Issuer and the Borrower by the Trustee, which notice may be given by the Trustee in its discretion and shall be given at the written request of the Holders of not less than 100% in principal amount of the Bonds then Outstanding; provided, however, that if such default be such that it is correctable but cannot be corrected within 90 days, it shall not be an Event of Default if the Issuer or the Borrower is taking appropriate corrective action to cure such failure and if such failure will not impair the security for the Loan or the Bonds.

If any Loan payment required under the Loan Agreement to avoid a default under (a), (b), or (c) of this section shall not have been received at the close of business on the last business day preceding the day on which payment must be made to avoid a default under such (a), (b), or (c) above, the Trustee shall use commercially reasonable efforts to give telephonic notice of such default to the Borrower, which telephonic notice shall be confirmed by Electronic Means or other written notice to the Borrower. If any other default shall occur under the provisions of this section, the Trustee shall, within five days after having actual knowledge of such default, use its best efforts to give written notice of such default to the Issuer, the Borrower and the Holders of the Bonds. A default or an Event of Default specified in (a) through (e) above shall occur even though the Trustee fails to give the notice required by this paragraph, the giving of such notice being intended solely to aid in the enforcement of the rights of Bondholders and not in limitation of such rights.

Upon the occurrence of an Event of Default specified in (a), (b) or (c) of this section, the Trustee shall, upon the written consent of the Holders of the majority in aggregate principal amount of the Bonds then Outstanding, declare by a notice in writing delivered to the Borrower and the Issuer, the principal of all Bonds, and the interest thereon, to be due and payable immediately. Upon such declaration, the principal and interest on the Bonds shall become and be due and payable immediately. Interest on the Bonds shall accrue to the date determined by the Trustee for the tender of payment to the Holders pursuant to that declaration; provided, that interest on any unpaid principal of Bonds Outstanding shall continue to accrue from the date determined by the Trustee for the tender of payment to the Holders of those Bonds.

If an Event of Default specified in (d) or (e) of this section shall occur and be continuing, the Trustee shall, upon written request of the Holders of 100% in principal amount of the Bonds then Outstanding, declare by a notice in writing delivered to the Borrower and the Issuer, the principal of all Bonds, and the interest thereon, to be due and payable immediately. Upon such declaration, the principal and interest on the Bonds shall become and be due and payable immediately. Interest on the Bonds shall accrue to the date determined by the Trustee for the tender of payment to the Holders pursuant to that declaration; provided, that interest on any unpaid principal of Bonds

Outstanding shall continue to accrue from the date determined by the Trustee for the tender of payment to the Holders of those Bonds.

The Limited Partner shall be entitled to cure any Event of Default under the Indenture within the time frame provided to the Borrower. The Issuer and the Trustee agree that cure of any default or Event of Default made or tendered by the Limited Partner shall be deemed to be a cure by the Borrower and shall be accepted or rejected on the same basis as if made or tendered by the Borrower.

The foregoing provisions of this section or any other provision of the Indenture or any Issuer Document notwithstanding, any Event of Default (a) through (d) of under this section (each a "Borrower Related Default") shall not be deemed an Event of Default of the Issuer, and the Issuer shall not be considered to be in default of any of its obligations under the Indenture with respect thereto under any circumstances, as the Issuer is merely acting in a conduit capacity thereunder and the Bonds are secured by and payable solely from amounts received from the Borrower or the Project and the Trust Estate, and is not a debt or indebtedness of the Issuer. Any remedial action under the Indenture with respect to a Borrower Related Default is limited to action against the Trust Estate.

Prior to the Conversion Date, the sole recourse and remedy available to the Holders and the Issuer during the continuance of an Event of Default shall be to the amounts then on deposit in the Special Funds.

Remedies in Addition to Acceleration

Upon the happening of any Event of Default, then and in every such case the Trustee in its discretion may, and upon the written request of the Majority Owner and receipt of satisfactory indemnity shall (in addition to its right or duty to accelerate as provided in the Indenture):

(a) by mandamus, or other suit, action or proceeding at law or in equity, enforce all rights of the Bondholders, and require the Issuer or the Borrower to carry out any agreements with or for the benefit of the Bondholders and to perform its or their duties under the Act and the Documents;

(b) bring suit upon the Bonds; or

(c) by action or suit in equity enjoin any acts or things which may be unlawful or in violation of the rights of the Bondholders.

The Issuer may pursue all available remedies at law or in equity with respect to the Reserved Rights of the Issuer, so long as the Issuer does not take action to declare the outstanding balance of the Bonds or the outstanding balance owed under the Issuer Documents to be due on account thereof.

Termination of Proceedings

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

Right of Bondholders to Direct Proceedings

Prior to Conversion, no Holder of any of the Bonds shall have any right to institute any suit, action or proceeding in equity or at law for the execution of any trust under the Indenture, or any other remedy under the Indenture or on the Bonds, unless such Holder previously shall have given to the Trustee written notice of an Event of Default as provided in the Indenture and unless also the Holders of not less than 51% in principal amount of the Bonds then outstanding shall have made written request of the Trustee to do so, after the right to exercise such powers or rights of action, as the case may be, shall have accrued, and shall have afforded the Trustee a reasonable opportunity either to proceed to exercise the powers granted by the Indenture, or to institute such action, suit or proceeding in its

or their name; nor unless there also shall have been offered to the Trustee and the Issuer security and satisfactory indemnity against the costs, expenses and liabilities to be incurred therein or thereby, and the Trustee shall not have complied with such request within a reasonable time; and such notification, request and offer of indemnity are declared in every such case by the Indenture, at the option of the Trustee, to be conditions precedent to the execution of the trusts of the Indenture or for any other remedy under the Indenture; it being understood and intended that no one or more Holders of the Bonds secured by the Indenture shall have any right in any manner whatever by its or their action to affect, disturb or prejudice the security of the Indenture, or to enforce any right under the Indenture or the Bonds, except in the manner provided in the Indenture and for the equal benefit of all Holders of Outstanding Bonds. For purposes of the foregoing sentence, the Trustee shall be deemed to have failed to act within a reasonable time if it fails to take action within 60 days after receipt of notice and compliance with the foregoing terms and conditions, whereupon, the Holders of 51% aggregate principal amount of the Bonds may take such action in the place of the Trustee. Nothing the Indenture contained shall, however, affect or impair the right of any Holder of Bonds to enforce the payment of the principal of and interest on any Bond at and after the maturity thereof, or the obligation of the Issuer to pay the principal of and interest, on each of the Bonds issued under the Indenture to the respective Holders of the Bonds at the time, place, from the source and in the manner in the Indenture and in such Bonds expressed.

Remedies Vested in Trustee

All rights of action under the Indenture or under any of the Bonds secured by the Indenture which are enforceable by the Trustee may be enforced by it without the possession of any of the Bonds or the production thereof in any trial or other proceeding relating thereto. Any suit, action or proceeding instituted by the Trustee shall be brought in its name for the equal and ratable benefit of the Holders of the Bonds, subject to the provisions of the Indenture.

Application of Moneys

All moneys received by the Trustee pursuant to any right given or action taken under the provisions of the Indenture shall, after payment of the costs and expenses of the proceedings resulting in the collection of such moneys and of the fees, expenses and advances incurred or made by the Trustee and the Issuer with respect thereto, be deposited in the Bond Fund and all moneys so deposited in the Bond Fund during the continuance of an Event of Default (other than moneys for the payment of Bonds which have matured or otherwise become payable prior to such Event of Default or for the payment of interest due prior to such Event of Default, which moneys shall continue to be held for such payments) shall be applied as follows:

(a) Unless the principal of all of the Bonds shall have become, or shall have been declared to be, due and payable, all such moneys shall be applied:

First — To the payment to the persons entitled thereto of all installments of interest then due on the Bonds, in the direct order of the maturity of the installments of such interest and, if the amounts available shall not be sufficient to pay in full any particular installment, then to the payment ratably, according to the amounts due on such installment, to the persons entitled thereto, without any discrimination or privilege;

Second — To the payment to the persons entitled thereto of the unpaid principal, on any of the Bonds, which shall have become due (other than Bonds which have matured or otherwise become payable prior to such Event of Default and moneys for the payment of which are held in the Bond Fund or otherwise held by the Trustee), with interest on such principal from the respective dates upon which the same became due and, if the amount available shall not be sufficient to pay in full the amount of principal, and the interest due on any particular date, then to the payment ratably, according to the amount of principal due on such date, to the persons entitled thereto, without any discrimination or privilege;

Third — To the payment to the persons entitled thereto of all other of the Issuer's Obligations and the Borrower's Obligations, and, if the amount available shall not be sufficient to pay such Obligations in full, then to the payment ratably, according to the amounts then due, to the persons entitled thereto without discrimination or privilege;

Fourth — To the payment of amounts owed to the Issuer for its Issuer Annual Fees; and

Fifth — The remainder, if any, shall be paid over to the Borrower, its successors or assigns, or whomever may be lawfully entitled to receive the same, or as a court of competent jurisdiction may direct.

(b) If the principal of all the Bonds shall have become or shall have been declared due and payable, all such moneys shall be applied to the payment of the principal of and interest and premium then due and unpaid upon the Bonds, without preference or priority of principal over interest or of interest over principal, or of any installment of interest over any other installment of interest, or of any Bond over any other Bond, ratably, according to the amounts due respectively for principal and interest to the persons entitled thereto without any discrimination or privilege. Any remaining funds shall be applied in accordance with the paragraphs designated "Third," "Fourth" and "Fifth" of subsection (a) above.

Whenever moneys are to be applied pursuant to the provisions of this section, such moneys shall be applied at such times, and from time to time, as the Trustee shall determine, having due regard to the amount of such moneys available for application and the likelihood of additional moneys becoming available for such application in the future. Whenever the Trustee shall apply such funds, it shall fix the date (which shall be an interest payment date unless it shall deem another date more suitable) upon which such application is to be made, and upon such date interest on the amounts or principal to be paid on such dates shall cease to accrue. The Trustee shall give such notice as it may deem appropriate of the deposit with it of any such moneys and of the fixing of any such date, and shall not be required to make payment to the Holder of any Bond until such Bond shall be presented to the Trustee for appropriate endorsement or for cancellation if fully paid.

Amendments to Indenture and Loan Agreement Not Requiring Consent of Bondholders

The Issuer and the Trustee may, from time to time prior to the Conversion Date, without the consent of Bondholders, enter into agreements supplemental to the Indenture and the Loan Agreement as follows:

(i) to specify and determine any matters and things relative to Bonds which shall not materially adversely affect the interest of the Bondholders;

(ii) to cure any formal defect, omission or ambiguity in the Indenture or the Loan Agreement if such action does not materially adversely affect the rights of the Bondholders;

(iii) to grant to or confer upon the Trustee for the benefit of the Bondholders any additional rights, remedies, powers, authority or security which may lawfully be granted or conferred and which are not contrary to or inconsistent with the Indenture as theretofore in effect;

(iv) to add to the covenants and agreements of the Issuer in the Indenture or the Loan Agreement other covenants and agreements to be observed by the Issuer which are not contrary to or inconsistent with the Indenture or the Loan Agreement as theretofore in effect;

(v) to add to the limitations and restrictions in the Indenture or the Loan Agreement, other limitations and restrictions to be observed by the Issuer which are not contrary to or inconsistent with the Indenture or the Loan Agreement as theretofore in effect;

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

(vii) to modify, amend or supplement the Indenture or the Loan Agreement in any respect which, in the judgment of the Trustee, is not materially adverse to the interests of the owners of the Bonds.

Before the Issuer shall enter into any agreement supplemental to the Indenture pursuant to this section, there shall have been filed with the Trustee an opinion of Bond Counsel (at the sole expense of the Borrower if such amendment is requested by the Borrower or is necessary to maintain the tax exempt status of the Bonds) stating that such supplemental indenture is authorized or permitted by the Indenture and complies with its terms, and that upon adoption it will be valid and binding upon the Issuer in accordance with its terms. The opinion of Bond Counsel filed with the Trustee shall also state that the effectiveness of the supplemental indenture will not adversely affect the exclusion of interest on the Bonds from gross income for federal income tax purposes. The Trustee and the Issuer shall be entitled to rely upon any such opinion of Bond Counsel.

The Trustee shall send written notice to the Borrower and the Rating Agency of any amendment to the Indenture or the Loan Agreement.

Notwithstanding the foregoing, on or after the Conversion Date there shall be no amendments of any kind to the Indenture without the written consent of the Majority Owner. Further, prior to the Conversion Date, no amendment shall be made to the Indenture or to the Loan Agreement with respect to the process for funding and approving a Requisition made on the Bonds without the prior written consent of the Construction Lender (and such amendment made without such consent of the Construction Lender, shall not be effective).

Amendments to Indenture Requiring Consent of Bondholders

Subject to the terms and provisions contained in this section and not otherwise, prior to the Conversion Date, the Holders of not less than 66 2/3% in aggregate principal amount of the Bonds then outstanding, and following the Conversion Date, the Servicer at the written direction the Holders of not less than 66 2/3% in aggregate principal amount of the Bonds then outstanding, shall have the right, from time to time, to consent to and approve the execution and delivery by the Issuer and the Trustee of any agreement supplemental to the Indenture as shall be deemed necessary or desirable by the Issuer and the Trustee for the purposes of modifying, altering, amending, adding to or rescinding any of the terms or provisions contained in the Indenture; provided, however, that, unless approved in writing by, prior to the Conversion Date, the Holders of all of the Bonds then Outstanding, and following the Conversion Date, the Servicer at the written direction of the Holders of all the Bonds then Outstanding, nothing in the Indenture contained shall permit, or be construed as permitting, (i) a change in the terms of maturity of the principal of or the interest on any Outstanding Bond, or a reduction in the principal amount of any Outstanding Bond or the rate of interest thereon, or (ii) the creation of a claim or lien upon, or a pledge or assignment of, the Trust Estate ranking prior to or on a parity with the claim, lien, assignment or pledge created by the Indenture, or the release of the Trust Estate or any part thereof (except to the extent permitted pursuant to the Documents), or (iii) a preference or priority of any Bond or Bonds over any other Bond or Bonds, or (iv) a reduction in the aggregate principal amount of the Bonds required for any action or consent by Bondholders set forth in the Indenture, including (without limitation) that required for consent to such supplemental indentures. This section shall not limit or otherwise affect the ability of the Issuer to enter into agreements supplemental to the Indenture without the consent of the Bondholders pursuant to the Indenture.

If at any time the Issuer and the Trustee shall determine to enter into any supplemental indenture for any of the purposes of this section, the Trustee shall cause written notice of the proposed supplemental indenture to be given to the Servicer (if any) and all Holders of the Bonds; provided, however, that failure to give such notice or any defect therein, shall not affect the validity of any proceedings pursuant to the Indenture. Such notice shall briefly set forth the nature of the proposed supplemental indenture and shall state that a copy thereof is on file at the Trust Office for inspection by all Bondholders.

Within 120 days after the date of giving such notice (or such lesser time as the parties may agree), the Issuer and the Trustee may enter into such supplemental indenture in substantially the form described in such notice only if there shall have first been filed with the Issuer (i) the written consents of Holders of not less than 66 2/3% in aggregate principal amount of the Bonds then outstanding (or 100% if required under the Indenture) and (ii) an opinion of counsel stating that (1) such supplemental indenture is authorized or permitted by the Indenture and complies with its terms, and that upon adoption it will be valid and binding upon the Issuer in accordance with its terms and (2) the effectiveness of the supplemental indenture will not affect the exemption from federal income taxes of the interest on the Bonds.

If the Holders of not less than the percentage of Bonds required by this section shall have consented to and approved the supplemental indenture as provided in the Indenture, no Holder of any Bond shall have any right to object to such supplemental indenture, or to object to any of the terms and provisions contained therein or the operation thereof, or in any manner to question the propriety thereof, or to enjoin or restrain the Issuer or the Trustee from entering into the same or from taking any action pursuant to the provisions thereof.

Upon the effectiveness of any supplemental indenture entered into pursuant to the provisions of this section, the Indenture shall be, and be deemed to be, modified and amended in accordance therewith, and the respective rights, duties and obligations under the Indenture of the Issuer, the Trustee and all Holders of Bonds then outstanding shall thereafter be determined, exercised and enforced under the Indenture subject in all respects to such modifications and amendments.

The Trustee shall send written notice to the Rating Agency of any amendment to the Indenture.

Supplemental Indentures Part of Indenture

Any supplemental indenture entered into in accordance with the provisions of the Indenture shall thereafter form a part of the Indenture and all the terms and conditions contained in any such supplemental indenture as to any provision authorized to be contained therein shall be and shall be deemed to be a part of the terms and conditions of the Indenture for any and all such purposes.

Amendments to Documents Requiring Consent of Bondholders

Except as provided in the Indenture, the Issuer and the Trustee shall not consent to any amendment, change or modification of the Documents without the giving of notice and the written approval or consent of the Holders of the Bonds at the time Outstanding given and procured as provided in the Indenture; provided, however, no such separate approval or consent shall be required in connection with the issuance of refunding bonds if any required consent of the required number of Holders to the issuance thereof shall have been previously obtained. If at any time the Issuer and the Borrower shall request the consent of the Trustee to any such proposed amendment, change or modification, the Trustee shall cause notice of such proposed amendment, change, or modification to be given in the same manner as provided by the Indenture with respect to supplemental indentures. Such notice shall briefly set forth the nature of such proposed amendment, change or modification and shall state that copies of the instrument embodying the same are on file at the Trust Office for inspection by all Bondholders.

Severability

In case any one or more of the provisions of the Indenture or of the Bonds for any reason, is held to be illegal or invalid such illegality or invalidity shall not affect any other provisions of the Indenture or the Bonds, and the Indenture and the Bonds shall be construed and enforced to the end that the transactions contemplated by the Indenture be effected and the obligations contemplated by the Indenture be enforced as if such illegal or invalid provisions had not been contained therein.

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APPENDIX C

SUMMARY OF CERTAIN PROVISIONS OF THE LOAN AGREEMENT

The following is a summary of certain provisions of the Loan Agreement. The summary does not purport to be complete or definitive and is qualified in its entirety by reference to the Loan Agreement, a copy of which is on file with the Trustee.

Agreement to Issue, Sell and Deliver the Bonds; Deposit of Bond Proceeds

In order to provide funds for the payment of the Qualified Project Costs, the Issuer, concurrently with the execution of the Loan Agreement, will issue, sell, and deliver the Bonds and deposit the proceeds thereof with the Trustee, which amounts shall be immediately deposited into the Bond Loan account of the Project Fund.

Disbursements from the Project Fund

In the Indenture, the Issuer has authorized and directed the Trustee to make disbursements from the Bond Loan Account of the Project Fund to pay Qualified Project Costs upon satisfaction of the requirements of the Indenture (which in any event will require corresponding deposits into the Collateral Fund as and when as provided for in the Indenture). The Trustee is directed in the Indenture to make disbursements from the Bond Loan Account of the Project Fund as provided in the Indenture, and pursuant to the receipt of a Requisition in substantially the form attached to the Indenture, and the corresponding deposit into the Collateral Fund as and when provided for in the Indenture and the Continuing Covenants Agreement.

The Borrower's right to request disbursements from the Bond Loan Account of the Project Fund is limited to the amount of Bond Proceeds delivered to the Trustee on the Closing Date and conditioned upon the delivery of Eligible Funds to the Trustee for deposit to the Collateral Fund as set forth in the Indenture.

Establishment of Completion Date

The Borrower Representative shall evidence completion of the Project as required by the Construction Loan Agreement and shall deliver to the Issuer and the Trustee a Completion Certificate stating the Completion Date.

If at least ninety-five percent (95%) of the proceeds of the Bonds have not been used to pay Qualified Project Costs, any amount (exclusive of amounts retained by the Trustee in the Bond Loan Account of the Project Fund for payment of Qualified Project Costs not then due and payable) remaining in the Bond Loan Account of the Project Fund shall be transferred by the Trustee into the Bond Fund and used by the Trustee (i) to pay the principal of and interest on the Bonds or (ii) for any other purpose provided that the Trustee is furnished with an opinion of Bond Counsel to the effect that such use is lawful under the Act and will not cause interest on the Bonds to be included in gross income for federal income tax purposes. Until used for one or more of the foregoing purposes, such segregated amount may be invested as permitted by the Indenture provided that prior to any such investment the Trustee is provided with an opinion of Bond Counsel to the effect that such investment will not cause interest on the Bonds to be included in gross income for federal income tax purposes.

Borrower Required to Pay in Event Project Fund Insufficient

In the event the moneys in the Bond Loan Account of the Project Fund are not sufficient to pay the Qualified Project Costs in full, the Borrower agrees to complete the Project and to pay that portion of the Qualified Project Costs in excess of the moneys available therefor in the Bond Loan Account of the Project Fund. The Issuer does not make any warranty, either express or implied, that the moneys paid into the Bond Loan Account of the Project Fund and available for payment of the Qualified Project Costs will be sufficient to pay all of the Qualified Project Costs. The Borrower agrees that if after exhaustion of the moneys in the Bond Loan Account of the Project Fund, the Borrower should pay any portion of the Qualified Project Costs pursuant to the provisions of this section, the Borrower shall not be entitled to any reimbursement therefor from the Issuer, the Trustee or the Holders of any of the Bonds, nor shall the Borrower be entitled to any diminution of the amounts payable under the Loan Agreement.

Optional Prepayment

The Note is subject to optional prepayment in whole or in part during the Cash Collateralized Mode pursuant to and as set forth in the Indenture.

The Note may be prepaid by the Borrower in whole or in part during the Permanent Mode pursuant to and as set forth in the Note. In order to prepay the Note, the Borrower shall give the Issuer and the Trustee written notice at least thirty (30) days prior to the prepayment date (or such shorter period as may be acceptable to the Issuer and the Trustee) to effect an optional redemption of the Bonds pursuant to the Indenture.

Borrower's Obligations Upon Tender of Bonds

If any tendered Bond is not remarketed on any Mandatory Tender Date and a sufficient amount is not available in the Collateral Fund, the Negative Arbitrage Account of the Bond Fund, or the Bond Loan Account of the Project Fund as provided in the Indenture for the purpose of paying the purchase price of such Bond, the Borrower will cause to be paid to the Trustee by the applicable times provided in the Indenture, an amount equal to the amount by which the principal amount of all Bonds tendered and not remarketed, together with interest accrued to the Mandatory Tender Date, exceeds the amount otherwise available pursuant to the Indenture.

Option to Terminate

The Borrower shall have the option to cancel or terminate the Loan Agreement at any time when (a) the Indenture is released in accordance with its provisions, and (b) sufficient money or security acceptable to the Issuer and the Trustee are on deposit with the Trustee to meet all Loan Payments due or to become due through the date on which the last of the Bonds is then scheduled to be retired or redeemed. Such option shall be exercised by the Borrower, giving the Issuer and the Trustee five (5) days' notice in writing of such cancellation or termination and such cancellation or termination shall become effective at the end of such notice period. The provisions of this section shall not be deemed to permit a prepayment of the Note other than in accordance with its terms.

On the Conversion Date, the Loan Agreement shall terminate and be of no further force and effect as provided in the Indenture, except for certain provisions specified in the Indenture that survive, and the Bond Financing Agreement supersedes the Loan Agreement.

Defaults Defined

The following shall be "Defaults" under the Loan Agreement and the term "Default" shall mean, whenever it is used in the Loan Agreement, the occurrence of any one or more of the following events and continuation thereof beyond all applicable grace or cure periods:

(a) Failure by the Borrower to pay any amount required to be paid under subsection (a) or (b) of Section 4.2 of the Loan Agreement when the same are due and payable following ten (10) days' written notice.

(b) Failure by the Borrower to observe and perform any covenant, condition or agreement on its part to be observed or performed in the Loan Agreement other than as referred to in subsection (a) of this section or failure by the Borrower to observe and perform any covenant, condition or agreement on its part to be observed or performed in the Tax Certificate, for a period of 60 days after written notice, specifying such failure and requesting that it be remedied, will have been given to the Borrower by the Issuer or the Trustee; provided, with respect to any such failure covered by this subsection (b), no event of default will be deemed to have occurred so long as a course of action adequate to remedy such failure will have been commenced within such 60 day period and will thereafter be diligently prosecuted to completion and the failure will be remedied thereby.

(c) The dissolution or liquidation of the Borrower, or the voluntary initiation by the Borrower of any proceeding under any federal or state law relating to bankruptcy, insolvency, arrangement, reorganization, readjustment of debt or any other form of debtor relief, or the initiation against the Borrower of any such proceeding which shall remain undismissed for 60 days, or failure by the Borrower to promptly have discharged any execution, garnishment or attachment of such consequence as would impair the ability of the Borrower to carry on its operations at the Project, or assignment by the Borrower for the benefit of creditors, or the entry by the Borrower into an agreement of composition with its creditors or the failure generally by the Borrower to pay its debts as they become due.

(d) The occurrence of a Default under the Indenture or, if after the Conversion Date, any Permanent Loan Document.

The provisions of subsection (b) of this section are subject to the following limitation: if by reason of Force Majeure it is impossible for the Borrower in whole or in part, despite its best efforts, to carry out any of its agreements contained in the Loan Agreement (other than its obligations relating to the Loan as set forth in the Loan Agreement), the Borrower shall not be deemed in Default during the continuance of such inability. Such Force Majeure event does not affect any obligations of the Borrower other than the timing of performance of such obligations. The Borrower agrees, however, to use its best efforts to remedy with all reasonable dispatch the cause or causes preventing the Borrower from carrying out its agreement. The settlement of strikes and other industrial disturbances shall be entirely within the discretion of the Borrower and the Borrower shall not be required to settle strikes, lockouts and other industrial disturbances by acceding to the demands of the opposing party or parties when such course is in the judgment of the Borrower unfavorable to the Borrower.

Remedies on Default

Whenever any Default referred to under the section "Defaults Defined" above shall have happened and be continuing beyond the expiration of any applicable cure period, the Trustee, as the assignee of the Issuer's rights under the Loan Agreement, in its sole discretion may take (but only with the approval of the Servicer and after Notice to the Issuer), and upon written direction of the Servicer and Notice to the Issuer shall take, or the Issuer (in the event the Trustee fails to act) may take one or any combination of the following remedial steps:

(a) If the Trustee has declared the Bonds immediately due and payable pursuant to the Indenture, by written notice to the Borrower, declare an amount equal to all amounts then due and payable on the Bonds, whether by acceleration of maturity (as provided in the Indenture) or otherwise, to be immediately due and payable, whereupon the same shall become immediately due and payable; and

(b) Take whatever action at law or in equity may appear necessary or desirable to collect the amounts then due and thereafter to become due, or to enforce performance and observance of any obligation, agreement or covenant of the Borrower under the Loan Agreement, the Note, the Regulatory Agreement or any other Document in the event of default thereunder (including without limitation foreclosure of the Bond Mortgage). Notwithstanding the foregoing, prior to the Conversion Date, the exclusive remedy of the Issuer and the Trustee shall be to use amounts on deposit in the Special Funds to pay the Loan (if and to the extent permitted by the Indenture).

Any amounts collected pursuant to action taken under this section (including amounts in the Collateral Fund) shall be paid into the Bond Fund and applied in accordance with the provisions of the Indenture.

No Remedy Exclusive

Subject to the Indenture and the Loan Agreement, no remedy in the Loan Agreement conferred upon or reserved to the Issuer or the Trustee is intended to be exclusive of any other available remedy or remedies, but each and every such remedy shall be cumulative and shall it be in addition to every other remedy given under the Loan Agreement or now or hereafter existing at law, in equity or by statute. No delay or omission to exercise any right or power accruing upon any default shall impair that right or power nor shall be construed to be a waiver thereof, but any such right or power may be exercised from time to time and as often as may be deemed expedient. In order to entitle

the Issuer or the Trustee to exercise any remedy reserved to it in the Loan Agreement, it shall not be necessary to give any notice, other than such notice as may be required by the Loan Agreement and the Indenture. Such rights and remedies as are given the Issuer under the Loan Agreement shall also extend to the Trustee, and the Trustee and the Holders of the Bonds, subject to the provisions of the Indenture, including, but not limited to the Reserved Rights of the Issuer, shall be entitled to the benefit of all covenants and agreements contained in the Loan Agreement.

No Additional Waiver Implied by One Waiver

In the event any agreement contained in the Loan Agreement should be breached by either party and thereafter waived by the other party, such waiver shall be limited to the particular breach so waived and shall not be deemed to waive any other breach under the Loan Agreement.

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APPENDIX D

SUMMARY OF CERTAIN PROVISIONS OF THE REGULATORY AGREEMENT

The following is a summary of certain provisions of the Agreement as to Restrictive Covenants (the "Regulatory Agreement") among the Issuer and the Borrower (the "Owner"), which owns the Land and leases it to the Borrower. The summary does not purport to be complete or definitive and is qualified in its entirety by reference to the Regulatory Agreement, a copy of which is on file with the Trustee. Capitalized terms used herein but not otherwise defined shall have those meanings set forth in the Regulatory Agreement.

Provision of Rental Housing

The Borrower agrees to provide and operate the Project for the purpose of providing housing for rental to members of the general public. This provision does not apply to any unit designated for occupancy by a resident manager or maintenance personnel employed by the Borrower.

The Borrower and the Owner declare that the Project, including the Land, and every part thereof is and shall be owned (legally and beneficially), leased, or otherwise conveyed, transferred, developed, constructed, improved, built upon, occupied, or otherwise used, subject to the covenants and restrictions set forth herein (collectively, the "Covenants").

Binding Upon the Project

The Borrower and the Owner acknowledge that the Regulatory Agreement is for the benefit of the Project and is in the nature of a covenant that runs with the Land and every part thereof so as to be binding upon it and all property owners, tenants, licensees, occupants, and their successors in interests with respect to the Land throughout the term specified in the Regulatory Agreement. The Borrower agrees to take such steps as are requested of it by the Issuer to assure the intent of this paragraph, including, without limitation, the execution and recording of any instruments requested of it by the Issuer and the inclusion of references hereto in any contract of sale or conveyance of the Project or any interest therein or management thereof.

Survival

Subject to the Regulatory Agreement, the Covenants of the Borrower and the Owner set forth therein shall survive a sale, transfer, or other disposition of the Project, including the Land, by the Borrower or the Owner or the repayment of the Loan given by the Issuer to the Borrower from any portion of the proceeds of the Bonds, but shall cease to apply to the Project, including the Land, in the event of involuntary noncompliance caused by fire, seizure, requisition, foreclosure, transfer of title by deed in lieu of foreclosure, change in federal law, or an action of a federal agency which prevents the Issuer from enforcing the requirements herein, even though compensated by insurance, provided that the portion of the Bonds providing financing for the Project are retired within a reasonable period after such involuntary loss or substantial destruction. The Covenants of the Borrower and the Owner, however, shall survive a foreclosure, transfer of title by deed in lieu of foreclosure, or similar event if (as provided in Section 142(d)(2)(A) of the Code), at any time during the period beginning on the first day on which ten percent (10%) of the residential units in the Project are occupied and ending on the latest of (i) the date which is 15 years after the date on which fifty percent (50%) of the residential units in the Project are occupied; or (ii) the first day on which no tax-exempt private activity bond issued with respect to the Project is outstanding or (iii) the date on which any assistance provided with respect to the Project under Section 8 of the United States Housing Act of 1937 (the "Housing Act of 1937") terminates (the "Qualified Project Period"), the Borrower or a "related person" (within the meaning of Section 147(a)(2) of the Code) obtains an ownership interest in the Project.

The Project

The Project shall consist of the Land and all improvements thereon and the construction to the facilities described in the initial recital of the Regulatory Agreement:

(a) Components of the Project. The Project will consist of an apartment complex, consisting of a building or structure or several proximate and interrelated buildings or structures and facilities functionally related and subordinated thereto and:

(i) each containing one or more similarly constructed units, having separate and complete facilities for living, sleeping, eating, cooking, and sanitation for a single person or a family, and facilities which are functionally related and subordinate to such units; and

(ii) all of the units of which will, on a continuous basis, be rented or available on a non-transient basis for rental to members of the general public.

(b) Construction and Completion. The Borrower will use the proceeds of the Loan related to the Project to construct and equip the Project. The proceeds of the Loan are expected to be expended for the cost of constructing of and equipping the Project not later than January 1, 2030.

(c) Change of Project. The Borrower will make no material change in the nature, size (including number of units), or location of the Project from that which was described in a Notice of Public Hearing published on December 5, 2025, without the consent of the Issuer.

Rental Procedures

(a) Applications. The Borrower shall require all applicants for rental of any unit in the Project to provide information on forms approved by the Issuer as to the aggregate gross income of all of the occupants of such unit. The Borrower shall adopt procedures specified or approved by the Issuer to verify the accuracy of the information contained on such applications. Applications shall be required of any occupant upon the conclusion of the maximum lease term permitted hereunder, as if such occupant were a new tenant.

(b) Rental to Members of the Beneficiary Class; Suitability for Occupancy.

(i) So long as any of the Bonds are unpaid, one hundred percent (100%) of the units within the Project shall be leased and rented to persons or families within the Beneficiary Class ("Qualified Tenants"). From time to time the Issuer shall advise the Borrower in writing of the qualifications for such Beneficiary Class. In the event a unit is rented to a Qualified Tenant, such person shall be deemed to remain a Qualified Tenant throughout the maximum term of lease provided herein notwithstanding any changes in qualifications or income of such person. This provision does not apply to any unit designated for occupancy by a resident manager, or maintenance personnel employed by the Borrower.

(ii) The Borrower covenants and agrees that during the term of these Covenants each unit within the Project will remain suitable for occupancy and will be used other than on a transient basis.

(c) Low or Moderate Income Occupancy Requirement.

(i) At least forty percent (40%) of the completed dwelling units in the Project shall be occupied continuously during the longer of (A) the remaining term of any Bonds or (B) the Qualified Project Period by individuals or families ("Federal Low Income Tenants") whose total aggregate income at the time of initial occupancy does not exceed sixty percent (60%) of the Area Median Gross Income ("Federal Income Test"), and the Borrower and the Issuer elect to apply the

provisions of Section 142(d)(1)(B) of the Code to the Project. "Area Median Gross Income" means the median income in the geographic area in which the Project is located, as determined annually by the Secretary of the Treasury of the United States of America in a manner consistent with determinations under Section 8 of the Housing Act of 1937 (or, if programs under Section 8 of the Housing Act of 1937 are terminated, under such program in effect immediately before such termination) (1) with appropriate adjustments to income level made for family size, all as provided in Section 142(d)(2)(B) of the Code and (2) as otherwise determined in accordance with Section 142(d)(2)(E) of the Code.

(ii) A residential unit will not fail to be treated as occupied by a Federal Low Income Tenant merely because it is occupied (1) by an individual who is (A) a student receiving assistance under Title IV of the Social Security Act, or (B) enrolled in a job training program receiving assistance under the Job Training Partnership Act or under other similar federal, state, or local laws, or (2) entirely by full-time students if such students are (A) single parents and their children and such parents and children are not dependents (as defined in Section 152 of the Code, determined without regard to subsections (b)(1), (b)(2), and (d)(1)(B) thereof) of another individual, or (B) married and file a joint return.

(iii) A unit occupied by an individual or family who, at the commencement of the occupancy, was a Federal Low Income Tenant shall be treated as occupied by Federal Low Income Tenants during such individual's or family's tenancy in such unit, even though the individual or family subsequently ceases to meet the Federal Income Test. The preceding sentence shall cease to apply to any tenant(s) whose income as of the most recent annual determination under Section 142(d)(3)(A) of the Code exceeds 140% of the Federal Income Test if, after such determination, but before the next determination, any residential unit of comparable or smaller size in the Project or, in the case that the Project is allowed the credit under Section 42 of the Code, in the same building (within the meaning of such Section 42 of the Code) is occupied by a new resident whose income exceeds the Federal Income Test. In addition, a vacant unit shall be treated as occupied by a Federal Low Income Tenant until re-occupied, other than for a temporary period, by another occupant, at which time the character of the unit shall be re-determined by the new occupant's income. In no event shall a temporary period exceed 31 days. In order to comply with the provisions in the Regulatory Agreement, it is understood that it may become necessary to hold a unit vacant until it can be re-occupied by a Federal Low Income Tenant.

(iv) Notwithstanding the foregoing, at the conclusion of the maximum term provided for in paragraph (e) of the Regulatory Agreement, a person who continues to qualify as a Federal Low Income Tenant but who is not a member of the Beneficiary Class will not be a Qualified Tenant entitled to rent a unit in the Project.

(d) Provisions in Leases.

(i) Every agreement pursuant to which any unit is leased or is to be occupied shall contain a requirement that the tenant notify the Borrower of any change in the number of persons occupying such unit.

(ii) Every agreement pursuant to which any unit is leased to or occupied by a person or family of low to moderate income shall contain additional provisions substantially as follows:

(1) The unit covered by the Regulatory Agreement shall not be subleased nor shall the lease be assigned. This lease shall be subject to termination in accordance with applicable laws of the State of South Carolina (the "State").

(2) The tenant acknowledges that occupancy of the unit is restricted to persons or families who at the time of initial occupancy are of low or moderate income. In the event the tenant is discovered not to have met such limitation at the date of initial occupancy, the lease shall be terminated by the landlord or the Issuer in accordance with

applicable State law. The Tenant agrees to provide the landlord and, upon written request, the Issuer with a statement of current income at least annually and to provide such evidence as may be deemed necessary and appropriate to document such statement of income.

(e) Term of Leases. The Borrower agrees that no unit shall be rented or leased for a term in excess of three years from the date of initial occupancy by a tenant who is a member of the Beneficiary Class or one year from the date of initial occupancy by any Non-Qualified Tenant (as hereinafter defined).

(f) Rental to Non-Qualified Tenants. In the event a unit is vacant, has remained so for a period of 30 days, and no Qualified Tenant has applied to lease such unit at the prices established by the Borrower, the Borrower may lease such unit to a person who is not in either Beneficiary Class or a Federal Low Income Tenant ("Non-Qualified Tenant"); provided that the term of such lease shall be for the one-year term specified in paragraph (e) of the Regulatory Agreement or, if less, the minimum term then being offered by the Borrower to other tenants; and provided further that at the conclusion of such term the Non-Qualified Tenant agrees to vacate the unit if there are any members of the Beneficiary Class on the Project's waiting list who are able, within a reasonable time, to occupy the unit. This provision shall be applicable only to units held for rental by members of the Beneficiary Class who are not Federal Low Income Tenants and shall not be construed so as to excuse the Borrower from meeting the requirement of paragraph (c) of the Regulatory Agreement with respect to Federal Low Income Tenants at all times.

(g) Certification of Income. As a condition of occupancy, each Federal Low Income Tenant shall be required to sign and deliver to the Borrower a Certification of Adjusted Income, in the form provided by the Issuer, and the Borrower shall, promptly upon receipt (or within five business days thereafter), file a copy of such certification with the Issuer. Such tenant shall also be required to provide whatever other information, documents, or certifications are deemed necessary by the Borrower or the Issuer to substantiate the certification. All certifications of adjusted income with respect to each Federal Low Income Tenant in the Project during the immediately preceding calendar year shall be maintained on file at the main business office of the Project.

(h) Marketing - Waiting Lists. The Borrower agrees to take reasonable steps to notify the public that units in the Project are available for Qualified Tenants and to maintain a waiting list of applicants who are Qualified Tenants for the purpose of ensuring maximum occupancy of the Project by Qualified Tenants.

(i) No Partial Disposition. The Borrower and the Owner covenant that each will not dispose of any portion of any Project building to any person unless all of such Project building is disposed of to the same person at the same time.

(j) Certain Fees. In and by the terms of the Loan Agreement, the Borrower is obligated to pay to the Issuer an Issuer's Annual Fee. The obligation to pay such Issuer Annual Fee shall remain in effect as long as these Covenants remain in effect notwithstanding a discharge of the Bonds or termination of the Loan Agreement.

Record Keeping, Reporting and Inspection

(a) The Borrower covenants that it will maintain records at the Project regarding compliance with these Covenants and will file or cause to be filed all reports required to be filed by the owner and operator of the Project under the Code and the Regulations, including, without limitation, Section 142(d)(7) of the Code. Such records shall be maintained in the format prescribed by the Issuer and shall contain such information as to the occupants of the units designated for Federal Low Income Tenants as may be necessary to determine compliance with the provisions of the Code as well as compliance with the Act. The Borrower acknowledges that failure to file the annual certification required by Section 142(d)(7) of the Code with the Secretary of the Treasury shall subject the Borrower to penalty, as provided by the Code.

(b) The Issuer shall be permitted to inspect such records and the Project at all reasonable times. Such inspection shall be for the purpose of verifying the accuracy of such records and the reports made to the Issuer and for compliance herewith.

(c) The Borrower shall report to the Issuer monthly with the information about the Project, its occupants, and the income of its occupants, as necessary, to enable the Issuer to monitor compliance with these Covenants, including without limitation, compliance with Section 142(d) of the Code, as well as compliance with the Act. Such reports shall be in such form as is prescribed by the Issuer. The Borrower agrees that the Issuer may contact any tenant in the Project for the purpose of verifying the accuracy of such records.

(d) At the time of any proposed rent increase pursuant to the Regulatory Agreement, the Borrower shall furnish financial records to the Issuer containing information on revenues and expenditures of the Project, including information relating to the effect of such increase, in such form as the Issuer may reasonably require. The Borrower shall provide the Issuer an annual financial report as to the Borrower containing a balance sheet and a statement of income and expenses, all prepared in conformity with generally accepted accounting principles.

Default; Corrective Action

In the event the Issuer detects noncompliance with the Regulatory Agreement and the Borrower or the manager of the Project does not immediately upon notification by the Issuer take steps to correct such noncompliance, the Issuer may terminate, in accordance with applicable State law, any lease resulting in such noncompliance and require the Borrower or its manager to relet or arrange for the releasing of any dwelling unit necessary to re-establish compliance herewith.

Rents and Other Charges

(a) The maximum monthly rental payable by a Qualified Tenant (taking into consideration rental assistance, if any, for such Qualified Tenant) for any unit required to be occupied by Federal Low Income Tenants shall not exceed the maximum monthly rent permitted to be charged pursuant to Section 42 of the Code for a rental unit containing the same number of bedrooms.

(b) At or before the execution hereof, the Borrower shall provide the Issuer with a schedule of the rents expected to be charged for each unit in the Project to be occupied by the Federal Low Income Tenants. The Borrower may thereafter change the schedule of rents from time to time only upon giving not less than 30 days written notice to the Issuer accompanied by a certification that rents per unit under the proposed rent schedule will not exceed the maximum amounts provided for in these Covenants and that all statements contained in the notification are true and correct.

(c) The rental charged to any particular tenant or the occupants of any unit shall not be changed during the term of any lease thereof (treating each extension as a separate lease) unless the unit covered by any particular lease is vacated during the term thereof.

Management Agreements

(a) In the event that the Borrower enters into any agreement for the management of the Project (the "Manager"), such agreement shall contain provisions authorizing the termination thereof and removal of the Manager at the direction of the Issuer solely for cause; cause shall be deemed to exist upon the Issuer's determination in writing of the failure of such Manager to comply with any material provision hereof. The Issuer shall provide the Borrower written notice of its intention to remove the Manager and its reasons for removing the Manager at least 30 days prior to exercising its removal rights under the Regulatory Agreement. Upon receipt of such notification and subsequent removal of the Manager, the Borrower shall make arrangements satisfactory to the Issuer in its discretion, for the continuing proper management of the Project.

(b) The Borrower shall give the Issuer at least 10 days' advance notice of the identity of any proposed replacement Manager and shall obtain the Issuer's prior written consent to the new Manager, which consent shall not unreasonably be withheld, conditioned, or delayed. If the Borrower fails to hire an approved replacement Manager within 30 days of the termination, the Issuer shall have the right to contract with a replacement Manager on behalf of the Borrower and shall notify the Borrower of the identity of the replacement manager. The Issuer shall have no liability for the selection or failure to select a replacement Manager under the Regulatory Agreement.

(c) Within 10 business days after the termination of the Manager's right to manage the Project, the Manager shall account to the Borrower with respect to all matters outstanding as of the date of termination and shall turn over to the Borrower or a successor Manager approved by the Issuer all records, documents, or other instruments, waiting lists, and all other files and papers in its possession pertaining to the Manager's management of the Project.

(d) Any subsequent Manager shall be subject to the terms of the Regulatory Agreement.

Duration and Modification

(a) Duration. Unless terminated sooner pursuant to the Regulatory Agreement, these Covenants shall continue and remain in full force and effect at all times with respect to the Project, including the Land and each part hereof, during the longer of (i) the remaining term of the Bonds or (ii) the Qualified Project Period.

(b) Early Termination. The requirements of these Covenants shall cease to apply to the Project in the event of involuntary noncompliance 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 date of issue of the Bonds which prevents the Issuer from enforcing the Regulations or these Covenants, or condemnation or similar event but only if, within a reasonable period, the Bonds issued with respect to the Project are retired or the amounts received as a consequence of such event are used to provide a project which meets the requirements of Section 1.103-8(b)(6)(iii)(a) of the Regulations. The termination provision of the first sentence of the Regulatory Agreement shall cease to apply in the event of foreclosure, transfer of title by deed in lieu of foreclosure, or similar event, if, at any time during that part of the Qualified Project Period subsequent to such event, the Borrower or other "obligor on the acquired purpose obligation" (within the meaning of Section 1.103-13(b)(4)(iv)(A) of the Regulations) or a "related person" (within the meaning of Section 1.103-10(e) of the Regulations) obtains an ownership interest in the Project for tax purposes.

(c) Modification or Release. Upon expiration of the term of these covenants under paragraph (a) or (b) above, the Issuer shall execute an instrument in recordable form to such effect, as evidence of termination of the Regulatory Agreement. Otherwise, these Covenants may only be waived, modified, amended, altered, or released by an instrument in writing executed by the Issuer.

Special Tax Covenants

(a) It is the intention of the Borrower and the Issuer that interest on the Bonds shall be and remain excluded from gross income for federal income tax purposes, and to that end the covenants and agreements of the Borrower in the Regulatory Agreement are for the benefit of each and every owner of a Bond. The Borrower and the Issuer each covenants that it will comply with its respective requirements contained in the Tax Certificate (as defined in the Indenture). Without limiting the foregoing and notwithstanding anything to the contrary in the Regulatory Agreement, the Borrower will not take, or permit to be taken on its behalf, any action which would cause interest on the Bonds to be included in gross income for federal income tax purposes and will take such reasonable action as may be necessary to continue such exclusion from gross income, including:

(i) the Borrower will not use the proceeds of the Bonds, or any other funds which may be deemed to be proceeds of the Bonds pursuant to Section 148 of the Code, which will cause

the Bonds to be "arbitrage bonds" within the meaning of such section, and will comply with the requirements of such section throughout the term of the Bonds; and

(ii) the Borrower will pay to the United States any amount required to be paid by the Issuer or the Borrower pursuant to Section 148(f) of the Code, at the times, in the amounts and at the places required in order to maintain the exclusion of interest on the Bonds from gross income for federal income tax purposes.

(b) The Borrower agrees to and will prepare and file, at the Borrower's expense, any statements required to be filed by it in order to maintain such exclusion and upon Borrower's written request, the Issuer will cooperate with the Borrower as required by law (in Bond Counsel's opinion) in the preparation of, execution of, or filing of, as applicable, any statements required to be so prepared, executed, or filed by the Issuer in order to maintain such exclusion, all at the Borrower's expense. The Issuer shall be entitled to indemnification and reimbursement from the Borrower with respect to performance of any of its obligations or discretionary actions under the Regulatory Agreement.

(c) In the event the Borrower fails to take any action necessary to continue the exclusion from gross income on the Bonds (including any actions described above) or takes and refuses to timely remedy any action which may trigger such inclusion (all in Bond Counsel's opinion), the Issuer shall have the right, in its sole and absolute discretion, but shall be under no duty whatsoever, to take and direct any actions necessary or desirable to continue such exclusion from gross income, all at the Borrower's expense.

(d) The Borrower agrees it will file or record such documents and take such other steps as are necessary, in the written opinion of Bond Counsel filed with the Issuer, the Borrower, and the Trustee, in order to ensure that the requirements and restrictions of the Regulatory Agreement will be binding upon all owners of the Project, including, but not limited to, the execution and recordation of the Regulatory Agreement in the real property records of the county in which the Project is located.

(e) The Borrower shall notify the Trustee and the Issuer of the occurrence of any event of which the Borrower has notice and which event, to the knowledge of the Borrower, would cause the interest on the Bonds to become subject to federal income taxation.

Legal Action Upon Violation

Violation of any of these Covenants may be enjoined, abated, restrained, or otherwise remedied by appropriate legal or equitable proceedings. Any individual who qualifies as a Federal Low Income Tenant (or otherwise qualify for the occupancy of low income units) (whether prospective, present, or former occupant) shall be entitled, for the breach of the provisions in the Regulatory Agreement, and in addition to all other remedies provided by law or equity, to enforce specific performance by the Borrower of its obligations under the Regulatory Agreement in a court of competent jurisdiction. In the event of proceedings brought by any party or parties to enforce or restrain violation of any of these Covenants, or to determine the rights or duties of any person hereunder, the prevailing party in such proceedings may recover reasonable attorney's fees to be fixed by the court, in addition to court costs and any other relief awarded by the court in such proceedings. However, enforcement of these Covenants shall not result in any claim against the mortgaged property, the proceeds of the Loan, any reserve or deposit made with the Trustee or any other person or entity in connection with the Loan, or against the rents or other income or revenues from the Project, the Project, or any assets, income, or other property of the Borrower or any of its partners.

Enforceability

The Covenants shall bind the Borrower and the Owner and their successors and assigns, and shall inure to the benefit of and be enforceable by the Issuer and its successors and assigns. The failure of the Issuer to enforce any of the Covenants shall not be deemed a waiver of the right to enforce the same thereafter. There shall be no waiver, modification, amendment, alteration, or release of any of the Covenants except in accordance with the Regulatory Agreement. The Borrower, the Owner, and the Issuer each acknowledge that a primary purpose for requiring compliance by the Borrower with the Regulatory Agreement is to preserve the excludability from gross income for

federal income tax purposes of interest on the Bonds, and that the Trustee, on behalf of the holders of the Bonds, who are declared to be third party beneficiaries of the Regulatory Agreement, shall upon any breach of the provisions in the Regulatory Agreement, be entitled to exercise the remedies available in the Regulatory Agreement.

Grantee's Covenants

Each grantee accepting a deed, lease, or other instrument conveying any interest in the Project, including the Land, whether or not the same incorporates or refers to the Regulatory Agreement, covenants for himself, his heirs, successors, and assigns to observe, perform, and be bound by the Covenants and to incorporate the same by reference in any instrument of conveyance; provided, however, that the covenant shall not bind a grantee upon involuntary conveyance (including, but not limited to, a deed in lieu of foreclosure) of the Land or Project.

Certain Transferees Not Bound

Any person who acquires the Project, including the Land, or any part thereof as a consequence of a foreclosure of the Loan or after a deed in lieu of foreclosure, or after an early termination as described in the Regulatory Agreement shall take free and clear of the Covenants, subject to the last sentence of paragraph (b) under "Duration and Modification" above, all as provided therein.

Change in Regulations

The Borrower and the Owner acknowledge that the Regulatory Agreement is based upon the Code and Regulations as they exist on the date hereof and that the Code or Regulations may be subsequently modified or interpreted by the federal government in a manner which is inconsistent with the Covenants set forth herein. The Borrower agrees to comply with any additional covenant and restriction which the Issuer believes upon the written advice of counsel furnished to the Borrower, the Owner, and the Issuer is necessary to maintain the tax-exempt status of the interest on the Bonds and which is communicated in writing to the Borrower, even though such covenant or restriction is not a part of the Regulatory Agreement as originally executed; provided, however, that if counsel for the Borrower or the Owner disagrees with the advice of counsel for the Issuer, the Borrower and the Owner shall have the right at its own expense to proceed with obtaining a favorable ruling from the Internal Revenue Service or such court interpretation which the Borrower or the Owner deem advisable and in its best interest and the Issuer agrees to cooperate with the Borrower and the Owner in this regard, so long as the Borrower bears the Issuer's expense in obtaining such ruling or interpretation. In such event, such additional covenant or restriction shall be considered a material part of the Regulatory Agreement as if it had been originally included herein.

Recording of Agreement

The Borrower shall cause the Regulatory Agreement, and all amendments and supplements hereto, to be recorded and filed in the conveyance and real property records of the county in which the Project is located and in such other place as the Issuer may reasonably request. The Borrower shall pay all fees and charges incurred in connection with any such recording.

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APPENDIX E

FORM OF CONTINUING DISCLOSURE AGREEMENT

CONTINUING DISCLOSURE AGREEMENT

Dated as of November 1, 2026

by and between

TWG CRABTREE, LP,
as Borrower

and

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

Relating to:

$15,000,000*
South Carolina State Housing Finance and Development Authority
Multifamily Housing Revenue Bonds
(Village at Crabtree Project)
Series 2026

* Preliminary; subject to change.

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CONTINUING DISCLOSURE AGREEMENT

THIS CONTINUING DISCLOSURE AGREEMENT, dated as of November 1, 2026 (this "Continuing Disclosure Agreement"), is executed and delivered by TWG Crabtree, LP, an Indiana limited partnership (the "Borrower") and U.S. Bank Trust Company, National Association, as dissemination agent (the "Dissemination Agent") in connection with the issuance by the South Carolina State Housing Finance and Development Authority (the "Issuer") of its $15,000,000* Multifamily Housing Revenue Bonds (Village at Crabtree Project) Series 2026 (the "Bonds"). The Bonds are being issued pursuant to a Trust Indenture, dated as of November 1, 2026 (the "Indenture"), between the Issuer and U.S. Bank Trust Company, National Association, as trustee (the "Trustee"). Simultaneously with the issuance of the Bonds, there will be executed and delivered a Loan Agreement, dated as of the date of the Indenture (the "Loan Agreement"), by and between the Issuer and the Borrower, pursuant to which the Issuer will finance a loan to the Borrower for the purpose of financing the acquisition, construction, and equipping of a 117-unit multifamily residential rental project to be known as Village at Crabtree, located in City of Conway, Horry County, South Carolina (the "Project"). Pursuant to the Indenture and the Loan 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.

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

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* Preliminary; subject to change.

"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, 2027, 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. 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) The Project's being placed in service for purposes of qualifying the property for low-income housing tax credits. Notice of the Project's being placed in service from the Borrower to the Dissemination Agent shall be in the form attached as Exhibit D hereto. 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 hereto.

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 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) (solely with respect to draws by the Trustee), (v) (solely with respect to the Bonds), (vii), (viii), (ix), (x) and (xiv) 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 clause– (i) - (xvii) above without the Dissemination Agent having received written notice of such event and such notice contains a reference to this Continuing Disclosure Agreement. 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 subsection (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(e) 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 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 Loan 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. Reserved.

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 11 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.

(d) Article X of the Indenture is hereby made applicable to this Continuing Disclosure Agreement as if this Continuing Disclosure Agreement were (solely for this purpose) contained in the Indenture and the Dissemination Agent shall be entitled to the same protections, limitations from liability and indemnities afforded the Trustee thereunder.

(e) The Dissemination Agent agrees to disseminate the information provided to it hereunder in the form delivered by the Borrower. The Dissemination Agent is acting hereunder solely in an agency capacity and as such is merely a conduit for the Borrower, and shall have no liability or responsibility for the form, content, accuracy or completeness of any information furnished hereunder. Any such information may contain a legend to that effect.

(f) The Dissemination Agent shall have no obligation to make disclosure concerning the Bonds, the Project or any other matter except as expressly set out herein, provided that no provision of this Continuing Disclosure Agreement shall limit the duties, trusts, rights, powers or obligations of the Trustee under the Indenture. The fact that the Dissemination Agent or affiliate thereof has or may have any banking, fiduciary or other relationship with the Borrower or any other party in connection with the Project or otherwise, apart from the relationship created by this Continuing Disclosure Agreement, shall not be construed to mean that the Dissemination Agent or affiliate thereof has knowledge or notice of any event or condition relating to the Bonds or the Project except in its respective capacities under this Continuing Disclosure Agreement.

(g) No provision of this Continuing Disclosure Agreement shall require or be construed to require the Borrower or the Dissemination Agent to interpret or provide an opinion concerning any information disclosed hereunder.

(h) The Borrower hereby agrees to compensate the Dissemination Agent for the services provided and the expenses incurred pursuant to this Continuing Disclosure Agreement, in an amount to be agreed upon from time to time hereunder, and to reimburse the Dissemination Agent upon its request for all reasonable expenses, disbursements and advances incurred by the Dissemination Agent hereunder (including any reasonable compensation and expenses of counsel) except any such expense, disbursement or advance that may be attributable to its negligence or willful misconduct.

(i) The Borrower agrees to indemnify and save the Dissemination Agent, its officers, directors, employees and agents, harmless against any loss, expense and liabilities which it may incur arising out of or in the exercise or performance of its powers and duties hereunder, including the costs and expenses (including attorneys' fees) of defending against, any claim of liability, but excluding liabilities due to the Dissemination Agent's gross negligence or willful misconduct.

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:

If to the Borrower:

TWG Crabtree, LP
c/o TWG Development, LLC
1301 E. Washington Street, Suite 100
Indianapolis, IN 46202
Attention: Joel Henney
Email: jhenney@twgdev.com

With a copy to:

Ice Miller LLP
One American Square, Suite 2900
Indianapolis, IN 46282
Attention: Blake Schulz
Email: Blake.Schulz@icemiller.com

If to the Dissemination Agent:

U.S. Bank Trust Company, National Association
2 Concourse Parkway, Suite 800
Atlanta, GA 30328
Attention: Zack Buckner
Email: zacchaeus.buckner@usbank.com

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

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, tender, conversion 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.

[Signature pages to follow]

[Borrower's Signature Page to the Continuing Disclosure Agreement]

TWG CRABTREE, LP,
an Indiana limited partnership

By: TWG Crabtree GP, LLC,
an Indiana limited liability company,
its Administrative Limited Partner

By: TWG GP VI, LLC,
an Indiana limited liability company,
its sole member

By: _____
Louis A. Knoble
Manager

[Signatures continued on next page]

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

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

By: _____
Authorized Officer

EXHIBIT A

ANNUAL REPORT

$15,000,000*
South Carolina State Housing Finance and Development Authority
Multifamily Housing Revenue Bonds
(Village at Crabtree Project)
Series 2026

CUSIP: _____

Annual report for the period ending December 31, 20__

THE PROJECT

Name of the Project:	Village at Crabtree
Address:	3060 Spain Lane, Conway, SC 29527
Number of Units:	117

INFORMATION ON THE BONDS

Original principal amount of Bonds:	
Outstanding principal amount of Bonds:	

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, 20__, 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 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, 20__; 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: South Carolina State Housing Finance and Development Authority

Name of Issue: Multifamily Housing Revenue Bonds (Village at Crabtree Project) Series 2026

Name of Borrower: TWG Crabtree, LP

CUSIP: _____

Date of Issuance: November __, 2026

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: _____
Authorized Officer

cc: Borrower

EXHIBIT C

NOTICE TO MUNICIPAL SECURITIES RULEMAKING BOARD OF PROJECT PLACED IN SERVICE

Name of Issuer:	South Carolina State Housing Finance and Development Authority
Name of Bond Issue:	Multifamily Housing Revenue Bonds (Village at Crabtree Project) Series 2026
Name of Borrower:	TWG Crabtree, LP
Name of Project:	Village at Crabtree
Address of Project:	3060 Spain Lane, Conway, SC 29527
Date of Issuance:	November __, 2026

NOTICE IS HEREBY GIVEN as per the requirements of the Continuing Disclosure Agreement, dated as of November 1, 2026, 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

FORM OF NOTICE OF PLACED IN SERVICE

**$15,000,000*
South Carolina State Housing Finance and Development Authority
Multifamily Housing Revenue Bonds
(Village at Crabtree Project)
Series 2026**

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 facility to be known as Village at Crabtree has been placed in service in accordance with the Trust Indenture, dated as of November 1, 2026, between the South Carolina State Housing Finance and Development Authority (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.

TWG CRABTREE, LP,
an Indiana limited partnership

By: TWG Crabtree GP, LLC,
an Indiana limited liability company,
its Administrative Limited Partner

By: TWG GP VI, LLC,
an Indiana limited liability company,
its sole member

By: _____
Louis A. Knoble
Manager

* Preliminary; subject to change.

ATTACHMENT

Certificate of Occupancy

APPENDIX F

FORM OF BOND COUNSEL OPINION

Upon the issuance of the Bonds, Parker Poe Adams & Bernstein LLP, Bond Counsel for the Issuer, proposes to issue an opinion in substantially the following form:

November __, 2026

Board of Commissioners
South Carolina State Housing Finance
and Development Authority
Columbia, South Carolina

U.S. Bank Trust Company, National Association
Atlanta, Georgia

Re:

$15,000,000*
South Carolina State Housing Finance and Development Authority
Multifamily Housing Revenue Bonds
(Village at Crabtree Project)
Series 2026

Ladies and Gentlemen:

We have acted as bond counsel in connection with the issuance by the South Carolina State Housing Finance and Development Authority, as issuer ("***Issuer***"), of its $15,000,000* Multifamily Housing Revenue Bonds (Village at Crabtree Project) Series 2026 ("***Bonds***").

The Bonds are issued under Title 31, Chapter 13 of the Code of Laws of South Carolina 1976, as amended ("***Act***"). The Bonds are being issued under a Trust Indenture, dated as of November 1, 2026 ("***Trust Indenture***"), between the Issuer and U.S. Bank Trust Company, National Association, as trustee ("***Trustee***"). Capitalized terms not defined herein have the meanings set forth in the Trust Indenture.

The Bonds are issued as a single certificate registered in the name of Cede & Co., as nominee of The Depository Trust Company, in the aggregate principal amount of $15,000,000*, and are dated November __, 2026. The Bonds bear interest from the date thereof payable as provided therein. The Bonds mature on December 1, 2044. The Bonds are subject to redemption upon the terms and conditions and at the prices set forth therein.

The Bonds are being issued for the primary purpose of providing funds to make a mortgage loan ("***Loan***") from the Issuer to TWG Crabtree, LP ("***Borrower***"), pursuant to a Loan Agreement, dated as of November 1, 2026 ("***Loan Agreement***"), between the Issuer and the Borrower, to finance, in part, the acquisition, construction and equipping of a 117-unit, multifamily, affordable housing development and related fixtures, equipment, furnishings and site improvements known as Village at Crabtree located in the City of Conway, Horry County, South Carolina.

In connection with the foregoing, we have examined (i) the Constitution, the Act and other relevant statutes of the State of South Carolina ("***State***"); (ii) certified copies of the proceedings of the Board of Commissioners of the Issuer authorizing the issuance of the Bonds, including a resolution adopted on March 18, 2026 ("***Resolution***"); (iii) certified copies of the proceedings of the State Fiscal Accountability Authority relating to the Bonds, including a resolution adopted on February 10, 2026; (iv) the Loan Agreement; (v) the Trust Indenture; (vi) an Agreement as to Restrictive Covenants, dated November __, *2026 ("**Regulatory Agreement**"), among the Issuer and the Borrower; (vii) the Tax Certificate, dated November* __, 2026 ("***Tax Certificate***"), between the Issuer and the Borrower

* Preliminary; subject to change.

(collectively, the Trust Indenture, the Loan Agreement, the Regulatory Agreement, and the Tax Certificate are referred to herein as "***Bond Documents***"); and (viii) such other records and documents as we have considered necessary or appropriate in rendering the following opinions. We have also examined the fully executed Bonds.

As to questions of fact material to the opinions hereinafter expressed, we have relied upon representations of the Issuer and the Borrower contained in the Bond Documents, the certified proceedings and other certifications of public officials and others furnished to us, including certifications furnished to us by or on behalf of the Issuer and the Borrower, without undertaking to verify the same by independent investigation. We have assumed the accuracy and truthfulness of all public records and of all certifications, documents and other proceedings examined by us that have been executed or certified by public officials acting within the scope of their official capacities. We have also assumed the genuineness of the signatures appearing upon such public records, certifications, documents and proceedings, and the due authorization, execution and delivery of the Bond Documents by, and their binding effect upon, the parties thereto other than the Issuer.

In giving the opinions hereinafter expressed, we do not purport to be experts in or generally familiar with or qualified to express legal opinions based on the laws of any jurisdiction other than the federal laws of the United States of America and the laws of the State, and such opinions are limited to the federal laws of the United States of America and the laws of the State.

Based upon the foregoing, it is our opinion under existing law that:

1. The Issuer is a duly created and validly existing public body corporate and politic and an agency of the State with full power and authority to issue the Bonds, to make the Loan with the proceeds of the Bonds, and to perform all of its obligations under the Bond Documents.

2. The Issuer has the right, power and authority under the Act to adopt the Resolution and execute the Bond Documents, the Resolution has been duly adopted and is in full force and effect, and each Bond Document has been duly authorized, executed and delivered by the Issuer, is in full force and effect, and is valid and binding upon the Issuer and enforceable in accordance with its terms.

3. The Trust Indenture creates a valid pledge of the Trust Estate, as defined in the Trust Indenture, for payment of the Bonds pursuant to the terms of the Trust Indenture.

4. The Bonds have been duly authorized, executed and delivered and constitute legal, valid and binding special obligations of the Issuer enforceable in accordance with their terms and the terms of the Trust Indenture. The Bonds are secured in the manner and to the extent prescribed by the Trust Indenture.

5. The Bonds are not a debt or grant or loan of credit of the State or any political subdivision thereof, and neither the State nor any political subdivision thereof is liable thereon, nor shall the Bonds be payable out of any funds other than those of the Issuer pledged therefor under the Trust Indenture.

6. Interest on the Bonds is excludable from gross income for federal income tax purposes, except for interest on the Bonds for any period during which such Bonds are held by a "substantial user" of the facilities financed by the Bonds or a "related person" within the meaning of Section 147(a) of the Internal Revenue Code of 1986, as amended ("***Code***"). Interest on the Bonds is not an item of tax preference for purposes of the federal individual alternative minimum tax; provided, however, such interest is taken into account in determining the annual adjusted financial statement income of applicable corporations (as defined in Section 59(k) of the Code) for the purpose of computing the alternative minimum tax imposed on corporations. The opinion set forth in the first sentence of this paragraph is subject to the condition that the Issuer and the Borrower comply with all requirements of the Code that must be satisfied subsequent to the issuance of the Bonds in order that interest thereon be, or continue to be, excludable from gross income for federal income tax purposes. The Issuer and the Borrower have covenanted to comply with all such requirements. Failure to comply with certain of such requirements may cause interest on the Bonds to be included in gross income for federal income tax purposes retroactive to the date of issuance of the Bonds. We express no opinion regarding other federal tax consequences related to the ownership or disposition of, or the amount, accrual or receipt of interest on, the Bonds.

7. The Bonds and the interest thereon are presently exempt from all State, county, municipal, school district, and all other taxes or assessments, direct or indirect, general or special, whether imposed for the purpose of general revenue or otherwise, except for inheritance, estate and transfer taxes, but the interest on the Bonds may be includable in certain franchise fees or taxes.

8. The Bonds are exempt from registration under the Securities Act of 1933, as amended, and the Trust Indenture is not required to be qualified under the Trust Indenture Act of 1939, as amended.

It is understood that the enforceability of the Bonds and the Bond Documents may be subject to judicial discretion, the exercise of the sovereign police powers of the State or the constitutional powers of the United States of America and valid bankruptcy, insolvency, reorganization, moratorium and other laws affecting the enforcement of creditors' rights generally.

This opinion is delivered solely for your benefit in connection with the issuance of the Bonds and consummation of the transaction contemplated thereby and may not be used or relied on by any other person or for any other purpose without our prior written consent in each instance. Our opinions expressed herein are as of the date hereof, and we undertake no obligation to advise you of any changes of applicable law or any other matters that may come to our attention after the date hereof that may affect our opinions expressed herein.

Very truly yours,

PARKER POE ADAMS & BERNSTEIN LLP