

AS OF 2/23/2015

NOTE: The attached document is the Bond Loan Agreement form for the CDFI Bond Guarantee Program. This is the document that the Qualified Issuer will enter into with each Eligible CDFI that receives a Bond Loan through the CDFI Bond Guarantee Program. This form document is provided for illustrative purposes only and should not be revised or relied on for any other purpose and is subject to further modification by the CDFI Fund. The exact terms and conditions of each specific Bond Loan will be set forth in the Bond Loan Agreement that is executed by the Qualified Issuer and each Eligible CDFI.

[QUALIFIED ISSUER] Future Advance Promissory Bond, [YEAR]-[BOND #]
([ELIGIBLE CDFI])

CDFI BOND GUARANTEE PROGRAM
BOND LOAN AGREEMENT

As Between

[ELIGIBLE CDFI],

as Borrower

and

[QUALIFIED ISSUER],

as Lender

Dated as of _____, 20__

All of the rights, title and interest of [QUALIFIED ISSUER] (except for its Reserved Rights) in and to this Bond Loan Agreement are being assigned to The Bank of New York Mellon, as Master Servicer/Trustee, as security for the herein-referenced Bonds pursuant to a certain Bond Trust Indenture dated as of _____, 20__, as supplemented by that certain _____ Supplemental Indenture dated as of _____, 20__.

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BOND LOAN AGREEMENT

THIS BOND LOAN AGREEMENT, dated as of _____, 20__, is made between [ELIGIBLE CDFI] (the “Borrower”), an Eligible CDFI, and [QUALIFIED ISSUER] (the “Lender”), as Qualified Issuer.

ARTICLE 1 DEFINITIONS

Section 1.1. Words and Phrases.

The following terms, which are not defined elsewhere in this document, shall have the following meanings, *provided* that any terms not otherwise defined herein shall have the meanings ascribed thereto in the Regulations, the Agreement to Guarantee, and/or the Bond Trust Indenture:

“[YEAR-__] Bond Risk-Share Pool Requirement” means, in the case of each Advance, an amount equal to 3.0% of the amount of such Advance.

“Act” means Section 114A of the Riegle Community Development and Regulatory Improvement Act of 1994 (Pub. L. 103-325, 108 Stat. 2160), as added by Section 1134 of the Small Business Jobs Act of 2010 (Pub. L. No. 111-240, 124 Stat. 2504, 2515), codified at 12 U.S.C. § 4713a.

“Advance” shall have the meaning ascribed thereto in Section 2.1 hereof.

“Affiliate” means any entity that controls, is controlled by, or is under common control with, another entity. Control means (1) ownership, control or power to vote twenty-five percent (25%) or more of the outstanding shares of any class of voting securities (as defined in 12 C.F.R. § 1805.104(mm)) of any legal entity, directly or indirectly or acting through one or more other person; or (2) control in any manner over the election of a majority of the directors, trustee, or general partners (or individual exercising similar functions) of any legal entity; or (3) the power to exercise directly or indirectly, a controlling influence, as determined by the CDFI Fund, over the management, credit decisions, investment decisions, or policies of any legal entity. The terms “controlling” and “controlled” have meanings correlative to the foregoing.

“Agency Administrative Fee” shall have the meaning ascribed thereto in Section 2.6(b) hereof and shall be a part of each Loan Deposit.

“Agreement” means this Bond Loan Agreement, as originally executed and as amended or supplemented from time to time.

“Agreement to Guarantee” means the written agreement, dated as of _____, 20__, between the Guarantor and the Qualified Issuer which sets forth the terms and conditions on which the Guarantor will provide the Guarantee as now or hereafter amended or supplemented from time to time.

“Approved Costs Amount” shall have the meaning ascribed thereto in Section 3.2(b) hereof.

“Approved Disbursement Amount” shall have the meaning ascribed thereto in Section 3.2(b) hereof.

“Approved Secondary Capital Distribution Plan” means the component of the Capital Distribution Plan that pertains to the making of Secondary Loans, demonstrates the Borrower’s comprehensive plan for lending, disbursing, servicing and monitoring Secondary Loans, includes a description of how each proposed Secondary Loan will meet Eligible Purposes and meet such other requirements as may be designated by the CDFI Fund, which such component of the Capital Distribution Plan has been approved by the Guarantor, as may be amended or supplemented from time to time with the consent of the CDFI Fund. The Secondary Capital Distribution Plan submitted as part of the Qualified Issuer’s Guarantee Application dated [DATE], constitutes the initial Approved Secondary Capital Distribution Plan for purposes of this Agreement subject to further amendment or modification.

[“Balloon Debt” means Debt (i) twenty-five percent (25%) or more of the original principal amount of which matures within a period of twelve (12) consecutive months, which portion of such principal amount is not required by the documents governing such Debt to amortize prior to the commencement of such twelve (12) month period in amounts such that, following such amortization, the principal amount maturing during such twelve (12) month period will be less than twenty-five percent (25%) of such original principal amount, or (ii) any portion of the original principal amount of which (1) may be tendered for purchase or redemption prior to maturity at the option of the holder thereof (including any such Debt which is payable on demand within three hundred sixty-five (365) days from the date of incurrence), or (2) is required to be tendered for purchase or redemption prior to maturity thereof, other than a purchase or redemption required upon the future occurrence of a condition or event.]

“Bankruptcy Related Event” means (a) an involuntary proceeding shall be commenced or an involuntary petition shall be filed seeking (i) liquidation, reorganization or other relief in respect of the Borrower or any of its debts, or of a substantial part of the assets of the Borrower, under any Insolvency Law, or (ii) the appointment of a receiver, trustee, liquidator, custodian, sequestrator, conservator or similar official for the Borrower, or for a substantial part of the assets of the Borrower, and, in any case referred to in the foregoing subclauses (i) and (ii), such proceeding or petition shall continue undismissed for sixty (60) days or an order or decree approving or ordering any of the foregoing shall be entered; or (b) the Borrower shall (i) apply for or consent to the appointment of a receiver, trustee, liquidator, custodian, sequestrator, conservator or similar official for the Borrower, or for a substantial part of the assets of the Borrower, or (ii) generally not be paying its debts as they become due unless such debts are the subject of a bona fide dispute, or become unable to pay its debts generally as they become due, or (iii) make a general assignment for the benefit of creditors, or (iv) consent to the institution of, or fail to contest in a timely and appropriate manner, any proceeding or petition with respect to it described in clause (a) of this definition, or (v) commence a voluntary proceeding under any Insolvency Law, or file a voluntary petition seeking liquidation, reorganization, an arrangement with creditors or an order for relief under any Insolvency Law, or (vi) file an answer admitting the material allegations of a petition filed against it in any proceeding referred to in the foregoing subclauses (i) through (v), inclusive, of this clause (b), or (vii) take any action for the purpose of effecting any of the foregoing.

“Bond” or “Bonds” means the \$_____ [QUALIFIED ISSUER] Future Advance Promissory Bonds, [YEAR-__] ([NAME OF ELIGIBLE CDFI]), constituting a security, in the form of a draw-down bond or note issued by the Qualified Issuer, with each Advance thereunder bearing interest at an applicable Bond Rate established by the Bond Purchaser in accordance with Section 1808.300 of the Regulations, as may be amended, and sold to the Bond Purchaser, the proceeds of which will be used for Eligible Purposes, and which benefits from a Guarantee.

“Bond Counsel” means, initially, _____, or any other law firm having a national reputation in the field of public finance law, whose opinions are generally accepted by bondholders, appointed by resolution of the Qualified Issuer with the approval of the CDFI Fund.

“Bond Issuance Fees” means amounts paid or owed by an Eligible CDFI for reasonable and necessary expenses, administrative costs, and fees for services incurred in connection with the issuance of the Bond (but not including the Agency Administrative Fee) and the making of the Bond Loan and shall include, but not be limited to, document printing and reproduction costs, filing and recording fees, initial fees and charges of the Master Servicer/Trustee, legal fees and charges, professional consultants’ fees, fees and charges for execution, transportation and safekeeping of the Bond, premiums, fees and charges for insurance of the Bond, costs and expenses of refunding the Bond and other costs, charges and fees, including those of the Qualified Issuer, the Master Servicer/Trustee, and their respective counsel and advisors, in connection with the foregoing. The “FFB Financing Option Fees” paid to the Federal Financing Bank for the right to prepay the Bond, as defined and provided in the Bond Purchase Agreement, shall not be treated as a Bond Issuance Fee.

“Bond Issue” means at least \$100,000,000, and no more than \$750,000,000, in aggregate principal amount of Bonds covered by a single Guarantee; each Bond in the Bond Issue being in the minimum principal amount of at least \$10,000,000.

“Bond Loan Collateral” means the Secondary Loan Receivables, [Other Pledged Loan Receivables] and Credit Enhancements[, the Parent Guarantee] [and] [the Cash Collateral], as applicable, and any and all such collateral as may be assigned to the Lender or the Master Servicer/Trustee pursuant to any Collateral Assignment or any Principal Loss Collateral Provision to secure payment in full of all amounts due under the Bond Loan Documents.

“Bond Proceeds” means the funds that are advanced by the Bond Purchaser to the Qualified Issuer under a Bond.

“Bond Trust Indenture” means the Bond Trust Indenture dated as of _____, 2014, between the Lender and the Master Servicer/Trustee, as amended and supplemented.

“Borrower” means the Eligible CDFI designated in the first paragraph of this Agreement.

“Borrower Representative” means any officer of the Borrower, or any other person designated in writing by the chief executive officer or the Borrower’s board of directors to act as its authorized representative, for the purpose of taking all actions and making all certifications required to be taken and made by the Borrower Representative under the provisions of this Agreement.

“Business Day” shall mean any day on which both the Federal Financing Bank and the Federal Reserve Bank of New York are open for business.

“Call Premium” means, with respect to the 2014-[] Bond, the premium, if any, that is due as a result of the prepayment of such 2014-[] Bonds.

“Capital Distribution Plan” means the component of the Guarantee Application that demonstrates the Qualified Issuer’s comprehensive plan for lending, disbursing, servicing, and monitoring each Bond Loan and that meets the requirements of Section 1808.401 of the Regulations, as amended, and such other requirements as may be designated in the applicable Notice of Guarantee Availability. The Capital Distribution Plan includes, among other components, a Statement of Proposed Sources and Uses of Funds, and shall include one or more Approved Secondary Capital Distribution Plans.

[“Cash Collateral” means credit enhancement in the amount of \$_____ in cash, delivered by or on behalf of the Borrower in accordance with Section 5.2[2] hereof.]

“Certification of Collateral” means a certification of the Borrower with respect to Secondary Loans or Other Pledged Loans, substantially in the form attached hereto as Exhibit D (as the same may be amended from time to time by the CDFI Fund), as applicable, together with an Itemization of Collateral.

“Certified CDFI” means a financing entity that has a primary mission of promoting community development and that has been certified by the CDFI Fund as meeting the eligibility requirements set forth in 12 C.F.R. § 1805.201, as amended.

“CDFI” means a Community Development Financial Institution, a financing entity that has a primary mission of promoting community development.

“CDFI Fund” means the Community Development Financial Institutions Fund, a wholly owned corporation within the U.S. Department of the Treasury, established under the Riegle Community Development Banking and Financial Institutions Act of 1994, 12 U.S.C. § 4701 et seq., as amended.

“Closing Date” means _____, 20__.

“Code” means the Internal Revenue Code of 1986, as amended and the regulations, rulings and proclamations promulgated thereunder from time to time.

“Collateral Assignment” means the Collateral Assignment of Mortgages, Loan Documents and Security Agreements executed by the Borrower for the benefit of the Lender dated as of _____, 2014, as may be amended, modified, supplemented or restated from time to time.

“Contingent Liability” means the existing financial obligations and exposures of a Borrower typically characterized as off-balance-sheet activities and are dependent upon the occurrence of one or more future events to the extent that the contingency is probable and the amount of the liability can be estimated.

“Cost” or “Costs” means all costs, as determined by the Lender, properly allocated to or necessary in connection with an Eligible Purpose, including, but not limited to, as applicable:

- (A) The principal balance or acquisition price with respect to the financing or Refinancing of a Secondary Loan;
- (B) The prefunding of the first monthly principal, interest or debt service installment payment related to the Bond;
- (C) The capitalization of Loan Loss Reserves in an amount that is up to five percent (5%) of the par amount of the Bond Loan, or such other amount that is determined by the CDFI Fund in its sole discretion;
- (D) Any sums required to reimburse the Secondary Borrower, the Borrower or the Qualified Issuer for advances made by any of them for costs of services or materials incurred for work done by the Secondary Borrower in connection with the Eligible Purpose; and
- (E) Bond Issuance Fees.

“Current Assets” means cash and cash equivalent deposits, marketable securities, accrued interest receivables, funds permitted to be designated by the Board of the Borrower for any specific purpose and any other intangible assets of the Borrower ordinarily considered current assets under GAAP.

[“Custody Agreement” shall have the meaning specified in Section 5.16(g) hereof.]

“Debt” means all obligations for payments of principal and interest with respect to money borrowed, incurred or assumed by the Borrower, including without limitation, all obligations issued hereunder, guarantees, purchase money mortgages, capitalized lease obligations, installment purchase contracts or other similar instruments in the nature of a borrowing by which the Borrower will be unconditionally obligated to pay.

“Debt Service Schedule” means the schedule of principal and interest due on each Payment Date as provided by the Bondholder in connection with each Advance.

“Eligible CDFI” means the Borrower.

“Eligible Community or Economic Development Purpose” or “Eligible Purpose” means the allowable uses of Bond Proceeds and Bond Loan proceeds, which includes: (i) financing or Refinancing for community or economic development purposes described in 12 U.S.C. § 4707(b) including, but not limited to, community or economic development purposes in Low-Income Areas or Underserved Rural Areas, as deemed eligible by the CDFI Fund in its sole discretion; (ii) Bond Issuance Fees in an amount not to exceed one percent (1%) of Bond Loan proceeds; and (iii) capitalization of Loan Loss Reserves in an amount that is up to five percent (5%) of the par amount of the Bond Loan, or such other amount that is determined by the CDFI Fund in its sole discretion. The financing or Refinancing (which includes acquisition) of Secondary Loans by the Eligible CDFI shall also constitute an Eligible Purpose.

“ERISA” means the Employee Retirement Income Security Act of 1974, as amended.

“ERISA Plan” means any employee benefit plan subject to the provisions of ERISA.

“Escrow Agent” shall have the meaning specified in Section 5.16(f) hereof.

“Escrow Agreement” shall have the meaning specified in Section 5.16(f) hereof.

“Event of Default” means any event of default specified in Section 7.1 hereof.

“Financial Covenants” shall have the meaning ascribed thereto in Section 5.13 hereof.

“First Principal Payment Date” means the First Principal Payment Date set forth on the first page of the Bond.

“Fiscal Year” means the fiscal year of the Borrower ending _____, or any other fiscal year designated from time to time in writing by the Borrower to the Lender and the Master Servicer/Trustee.

“GAAP” means generally accepted accounting principles then in effect.

“Guarantee” means the guarantee issued by the Guarantor pursuant to the Agreement to Guarantee, of the repayment of one hundred percent (100%) of the Verifiable Losses of Principal, Interest, and Call Premium, if any, on the corresponding Bonds issued as part of a Bond Issue, as described in the preamble hereof.

“Guarantor” means the Secretary or the Secretary’s designee.

“Initial Advance” means the first Advance made under the Loan.

“Insolvency Laws” means the United States Bankruptcy Code, 11 U.S.C. § 101 et seq., as from time to time amended and in effect, and any state bankruptcy, insolvency, receivership or similar law now or hereafter in effect.

“Interest Payment Date” means each of the Payment Dates set forth on the first page of the Bond.

“Itemization of Collateral” means an itemized schedule of Secondary Loans and Other Pledged Loans, substantially in the form attached hereto as Exhibit D (as the same may be amended from time to time by the CDFI Fund), which may include, but not be limited to, the following with respect to each loan therein set forth: (i) borrower name, address, phone, e-mail address and primary contact; (ii) original principal amount; (iii) outstanding principal amount; (iv) rate of interest; (v) debt service schedule; (vi) reasonable description of collateral; and (vii) maturity date.

“Last Day for an Advance” shall mean the date specified as such in the Bond.

“Lender” means the Qualified Issuer.

“Lien” means any mortgage, pledge, security interest, lien, judgment lien, easement, or other encumbrance on title, including, but not limited to, any mortgage or pledge of, security interest in or lien or encumbrance on any Bond Loan Collateral of the Borrower which secures any Debt or any other obligation of the Borrower, or which secures any obligation of any person other than an obligation to the Borrower.

“Loan” or “Bond Loan” means the loan made to the Borrower by the Lender pursuant to Section 2.1 hereof.

“Loan Deposit Dates” means the fifteenth (15th) day of each calendar month during which the Loan is outstanding commencing on the first Loan Deposit Date after the first Advance as set forth in the monthly invoice provided by the Master Servicer/Trustee; *provided, however*, if such fifteenth (15th) calendar day is not a Business Day, the next succeeding Business Day.

“Loan Deposits” means the deposits required to be paid by the Borrower to the Master Servicer/Trustee on the Loan Deposit Dates in the amounts determined in accordance with Section 2.6 hereof. Subject to Section 2.6, such deposits shall not be less than the amounts necessary to ensure that there are sufficient monies on deposit in the [ELIGIBLE CDFI] Debt Service Account ([YEAR-__]) at least thirty (30) days prior to a Payment Date on the Bonds to enable the Master Servicer/Trustee to make the payment due on such Payment Date; *provided, however*, that to the extent the initial Loan Deposit Date is less than thirty (30) days prior to the first Payment Date after an Advance, the Borrower is still required to have sufficient monies on deposit to enable the Master Servicer/Trustee to make the payment due on such Payment Date.

“Loan Documents” or “Bond Loan Documents” means the Bond Documents together with this Agreement, the Note, and any other agreement, document, or instrument, made or executed pursuant to the Loan.

“Loan Fees” means, collectively, the Agency Administrative Fee, the Master Servicer/Trustee Fee and the Qualified Issuer Fee.

“Loan Loss Reserves” shall have the meaning ascribed thereto in the Regulations set forth at 12 C.F.R. § 1808.102.

“Loan Payments” means the required payments of principal, Call Premium, if any, and interest due on the Loan which shall be equal to and due at the same time the corresponding principal and interest payments are due on the Bond. If there has been no default by the Borrower in paying the Loan Deposits to the Master Servicer/Trustee, the Loan Payments shall be deemed paid at the time the corresponding payments of principal, Call Premium, if any, and interest are paid on the Bond.

“Loan Payment Dates” means each Payment Date on the Bond, commencing on the First Payment Date.

[“Long-Term Debt” means all Debt with a maturity of longer than one (1) year, including the following:

(i) Debt with respect to money borrowed for an original term, or renewable at the option of the Borrower for a period from the date originally incurred, longer than one (1) year;

(ii) Debt with respect to leases which are capitalized in accordance with GAAP having an original term, or renewable at the option of the lessee for a period from the date originally incurred, longer than one (1) year;

(iii) Debt with respect to installment purchase contracts having an original term in excess of one (1) year; and

(iv) Balloon Debt.]

“Master Servicer/Trustee” means The Bank of New York Mellon, a New York banking corporation.

“Master Servicer/Trustee Fee” shall have the meaning ascribed thereto in Section 2.6(b) hereof.

“Material Adverse Effect” means a material adverse change in (i) the business, Property, operations, results of operations, assets, liabilities or financial condition of the Borrower; (ii) the Borrower’s ability to perform its obligations under the Bond Documents to which it is a party; (iii) the ability of the Lender or the Master Servicer/Trustee to enforce the Obligations or realize upon the Collateral; (iv) the value of the Collateral or the amount that the Lender or the Master Servicer/Trustee would be likely to receive (after giving consideration to delays in payment and costs of enforcement) in the liquidation of the Collateral; (v) the validity, perfection or priority of the Liens on the Collateral in favor of the Lender or the Master Servicer/Trustee or (vi) the Lender’s or the Master Servicer/Trustee’s rights or benefits available under this Agreement.

“Material Events” shall have the meaning ascribed thereto in Section 5.4 hereof.

“Non-Performing Collateral” shall have the meaning ascribed thereto in Section 5.21 hereof.

“Note” shall have the meaning ascribed thereto in Section 2.2 hereof.

“Obligation” means any liability of the Borrower to the Lender or to the Guarantor for the payment of money, arising under any Loan Document (other than Loan Deposits and the principal of, and interest on, the Loan), including, but not limited to, the amounts that must be paid pursuant to Section 2.14 hereof to replenish the [ELIGIBLE CDFI] Risk Share Pool Account ([YEAR-___]).

“Other Pledged Loan Documents” means the loan documents evidencing or securing the Other Pledged Loans.

“Other Pledged Loan Receivables” means collectively, payment receivables from the Other Pledged Loans excluding, however, any amounts required to be set aside in segregated accounts for taxes, insurance, replacement, operating or other reserves pursuant to the Other Pledged Loan Documents, as set forth in the Escrow Agreement.

“Other Pledged Loans” means other loans pledged as Bond Loan Collateral, owned by the Borrower the terms of which comply with the Secondary Loan Requirements such that they would be classified as Secondary Loans if they were made from Bond Loan proceeds. The Other Pledged Loans, as of any date, shall be such loans as are set forth in an Itemization of Collateral in effect as of such date, accompanied by a Certification of Collateral, including delivery of the related promissory notes.

“Overdue Note Amount” shall have the meaning ascribed thereto in Section 2.4 hereof.

“Overdue Note Amount Late Charge” shall have the meaning ascribed thereto in Section 2.4 hereof.

“Overdue Note Amount Late Charge Rate” means (i) one and one-half (1.5) times the Short-Term Treasury Rate determined as of the close of business on the scheduled date of payment if applicable state law permits the Overdue Note Amount Late Charge to be applied to the entire Overdue Note Amount, and (ii) three (3) times the Short-Term Treasury Rate determined as of the close of business on the scheduled date of payment if applicable state law does not permit the Overdue Note Amount Late Charge to be applied to the portion (if any) of the Overdue Note Amount composed of interest.

“Overdue Obligation Amount” shall have the meaning ascribed thereto in Section 2.4 hereof.

“Overdue Obligation Amount Late Charge” shall have the meaning ascribed thereto in Section 2.4 hereof.

“Overdue Obligation Amount Late Charge Rate” means the Bond late charge rate, which is equal to one and one-half (1.5) times the Short-Term Treasury Rate determined as of the close of business on the scheduled day of payment.

[“Parent Guarantor” means _____, pursuant to the Parent Guarantee.]

[“Parent Guarantee” means the credit enhancement in the form of an irrevocable guarantee in the amount of \$_____ dated _____, made by the Parent Guarantor for the benefit of the Lender, and its successors and assigns.]

“Payment Date” means any “Principal Payment Date” or any “Interest Payment Date,” and includes the “First Principal Payment Date” as such terms are defined in the Supplemental Indenture, which shall occur on [June 15 and December 15] [March 15, June 15, September 15, and December 15] of each year.

“Permitted Liens” means:

- (a) Any lien arising by reason of any good faith deposit with the Borrower in connection with any lease of real estate, bid or contract (other than any contract for the payment of money);
- (b) Any lien arising by reason of any deposit with or giving of security to any governmental agency as a condition to the transaction of any business or the participation by the

Borrower in any funds established to cover insurance risk or in connection with worker's compensation, unemployment insurance, pension plans or other social security;

- (c) Any judgment lien against the Borrower that does not exceed the greater of \$1,000,000 or three percent (3%) of total unrestricted current fund revenues of the Borrower for the then most recent Fiscal Year, so long as such judgment is being contested in good faith or is fully bonded or covered by insurance and execution thereof is stayed;
- (d) Any right reserved to any municipality or other public authority by the terms of any franchise, grant, license or provision of law affecting any Property and any lien thereon for taxes, assessments or other municipal charges so long as such charges are not due and payable or not delinquent (or, if due or delinquent, the amount or validity of such charges is being contested in good faith with due diligence and execution of any such lien is stayed);
- (e) Mechanics', materialmen's and brokers' liens in connection with any Property so long as any amounts secured by such lien are not due and payable or not delinquent (or, if due or delinquent, the amount or validity of such charges is being contested in good faith with due diligence and execution of any such liens is stayed);
- (f) The Bond Trust Indenture, the Collateral Assignment, or this Agreement, and the liens provided for therein, or contemplated thereby;
- (g) Any lien on Property received by the Borrower through a gift, grant or bequest constituting a restriction imposed by the donor, grantor or testator on such gift, grant or bequest (or the income therefrom), *provided* that any such lien may not be extended, renewed or modified in any way or applied to any additional Property of the Borrower unless it would otherwise qualify as a Permitted Lien;
- (h) Such easements, rights-of-way, servitude, restrictions and other defects, liens and encumbrances that do not impair the use of the Borrower's facilities for their intended purposes or the value of such facilities, including any affordability or similar restrictions;
- (i) Liens incurred or assumed primarily for the acquisition or use of other personal property and equipment (including equipment which is not treated as personal property under applicable state law) under the terms of installment purchase contracts, loans secured by purchase money mortgages or security interests in the financed Property, lease purchase agreements or capital leases of the financed Property; and
- (j) Any junior, subordinated, or parity lien on the real property which constitutes the Bond Loan Collateral in favor of other lenders providing financing for such property.

"Principal Loss Collateral Provision" means a cash or cash equivalent guarantee or facility provided in lieu of (or in addition to) pledged collateral set forth in the Bond Documents or Loan Documents.

“Program Financing Agreement” means the agreement dated as of _____, 20__ among the Federal Financing Bank, the Guarantor, and the CDFI Fund.

“Properties” or “Property” shall mean any and all rights, title and interests in and to any and all of the Borrower’s property, whether real or personal, tangible (including cash) or intangible, wherever situated and whether now owned or acquired after the effective date of this Agreement. The term “Properties” or “Property”, without intending to limit the generality of the foregoing, as of any particular time, shall include the Secondary Loan Receivables, Other Pledged Loan Receivables, all buildings, structures, fixtures, furnishings, equipment and other property, movable and immovable, and all franchises, land, rights-of-way, privileges, servitudes, easements, licenses, rights and any other interests in moveable and immovable property owned, leased, subleased or otherwise acquired by the Borrower and used or useful in connection with or incident to such facilities, or used or useful by the Borrower in connection with or incident to its operation.

“Qualified Issuer” means the Lender, **[QUALIFIED ISSUER]**, a _____ organized under the laws of _____.

“Qualified Issuer Fee” shall have the meaning ascribed thereto in Section 2.6(b) hereof and shall be part of each Loan Deposit.

[“Qualified Issuer Program Fee Agreement” means that certain Program Fee Agreement dated _____, 2014 between Qualified Issuer and Borrower, as now or hereafter amended or supplemented.]

“Refinance” means the use of Bond Proceeds to refinance an Eligible CDFI’s or Secondary Borrower’s existing loan, which loan must have been used for an Eligible Purpose.

“Regulations” means the regulations governing the CDFI Bond Guarantee Program set forth at 12 C.F.R. § 1808, as they may be amended from time to time.

“Reimbursement Note” means the note executed and delivered by each Eligible CDFI to the United States of America, to evidence such Eligible CDFI’s obligation to reimburse the Guarantor for any payments made by the Guarantor pursuant to a Guarantee.

“Required Overcollateralization” shall have the meaning ascribed thereto in Section 5.21 hereof.

“Requisitioned Amount” shall have the meaning ascribed thereto in Section 3.2(b) hereof.

“Reserved Rights” has the meaning given to such term in the Bond Trust Indenture.

“Restructuring Agreement” shall have the meaning ascribed thereto according to Section 2.6(d)(i) hereof.

“Secondary Borrower” means an entity that has made application to the Eligible CDFI for a Secondary Loan, been deemed creditworthy by the Eligible CDFI, meets the criteria set forth in the applicable Secondary Loan Requirements to receive a Secondary Loan, and has received a Secondary Loan.

“Secondary Borrower Representative” means any officer of the Secondary Borrower, or any other person designated in writing by such Secondary Borrower to act as its authorized representative, for the purpose of taking all actions and making all certifications required to be taken and made by the Secondary Borrower Representative under the provisions of this Agreement.

“Secondary Loan” means the use of Bond Loan proceeds by the Borrower to finance or Refinance a loan to a Secondary Borrower for Eligible Purposes, which meets the applicable Secondary Loan Requirements. The Secondary Loans, as of any date, shall be such loans as are set forth in an Itemization of Collateral in effect as of such date, accompanied by a Certification of Collateral, including delivery of the related promissory notes.

“Secondary Loan Documents” means the promissory note, loan agreement and any other documents executed by each Secondary Borrower in connection with the making of each Secondary Loan by the Borrower.

“Secondary Loan Receivables” means, collectively, payment receivables from the Secondary Loans excluding, however, any amounts required to be set aside in segregated accounts for taxes, insurance, replacement, operating or other reserves pursuant to the Secondary Loan Documents, as set forth in the Escrow Agreement.

“Secondary Loan Requirements” means the minimum required criteria, such as is in effect at the time the loan is made with Bond Loan proceeds or when it becomes an Other Pledged Loan or Secondary Loan established by the CDFI Fund and used by the Borrower (in addition to the Borrower’s underwriting criteria) to evaluate a request by a Secondary Borrower applicant for a Secondary Loan.

“Secretary” means the Secretary of the Treasury, or his designee.

“Short-Term Treasury Rate” means the rate to be determined by the Secretary of the Treasury taking into consideration the prevailing market yield on the remaining maturity of the most recently auctioned thirteen (13) week United States Treasury bills.

“Special Servicing Fee” shall have the meaning ascribed thereto in Section 2.6(d) hereto.

“Special Supplemental Invoice” shall have the meaning ascribed thereto in Section 2.6(c) hereto.

“State” means _____.

“Supplemental Indenture” means the [NUMBER] Supplemental Indenture dated as of _____, 20__, by and between the Lender and the Master Servicer/Trustee, authorizing the issuance of the Bond to obtain funds for making the Loan hereunder.

“Trust Estate” shall have the meaning ascribed thereto in the Bond Trust Indenture.

Section 1.2. Headings; Table of Contents.

The various headings used in this Agreement and the Table of Contents are inserted for convenience only and shall not affect the meaning or interpretation of this Agreement or any provision hereof.

Section 1.3. Rules of Construction.

(a) Words of the masculine gender shall be deemed and construed to include correlative words of the feminine and neuter genders. Unless the context shall otherwise indicate, the words “Bond,” “Bondholder,” and “person” shall include the plural as well as the singular number; the word “person” shall include any individual, corporation, partnership, limited liability company, joint venture, association, joint-stock company, trust, unincorporated organization or government or any agency or political subdivision thereof. References to any person hereunder shall include such person's duly authorized successors and assigns.

(b) The words “herein,” “hereof,” “hereto,” and “hereunder,” and words of similar import, refer to this Bond Loan Agreement in its entirety.

(c) All references herein to particular articles or sections are references to articles or sections of this Bond Loan Agreement unless some other reference is indicated.

(d) All references herein to time shall be to Washington, D.C. time.

(e) References to documents and agreements herein shall be deemed to include all duly adopted amendments, restatements or supplements to such documents and agreements, which due adoption shall include any consent required with respect thereto.

(f) Notwithstanding the references herein to sub-accounts of the various funds and accounts established hereby (including accounts within such funds or accounts), the Master Servicer/Trustee shall be entitled to establish such sub-accounts and accounts, not as sub-accounts of, or as accounts within, such funds or accounts, but as separate and distinct accounts, if so required by its internal procedures; *provided, however*, the names of said accounts are substantially the same as those set forth in the Bond Trust Indenture.

ARTICLE 2
AMOUNT AND TERMS OF LOAN - SECURITY

Section 2.1. Loan Commitment.

Subject to the terms and conditions of this Agreement and in reliance on the representations and warranties of the Borrower set forth herein, the Lender agrees to make to the Borrower (solely from the proceeds of the Bonds), and the Borrower agrees to borrow from the Lender, a loan in the aggregate principal amount of \$_____ for the purpose of financing Eligible Purposes. Loan funds will be advanced to the Borrower (each such advance of funds being an “Advance”) as provided in Article 3 hereof.

Section 2.2. The Note.

The Borrower will execute and deliver to the Lender a Promissory Note, substantially in the form of Exhibit A hereto, in the principal amount of \$_____ (the "Note"). The Loan will be evidenced by the Note dated the date of this Agreement, with interest on each Advance being determined as provided in Section 2.3 hereof and payable on the dates provided in Sections 2.3 and 2.4 hereof, providing for payments of principal on the dates and in the amounts provided in Section 2.5 hereof, and stated to mature on _____, 20__.

Section 2.3. Interest.

Interest on the Note will be equal to, and payable at the same time as interest is due on the [YEAR-__] Bond. Accordingly, interest on each Advance will accrue from the date on which the respective Advance is made to the date on which the principal amount of such Advance is due. Interest on each Advance will be computed on the basis of (a) actual days elapsed from (but not including) the date on which the respective Advance is made (for the first payment of interest due under the Note) or the date on which the payment of interest was last due (for all other payments of interest under such Note), to (and including) the date on which payment is due, and (b) a year of three hundred sixty-five (365) days. The respective interest rate that will apply to each Advance will be established in accordance with the terms of the [YEAR-__] Bond under which such Advance is being made at the time such Advance is made. Interest accrued on the outstanding principal balance of each Advance will be payable on each Loan Payment Date, beginning on the first such Loan Payment Date to occur after the date on which the respective Advance is made, and on the day when the principal of the Loan becomes finally due (whether by acceleration, final maturity or otherwise).

Section 2.4. Late Payments.

(a) In the event that any amounts of principal, interest or premium due and payable under the Note, including, but not limited to, Loan Payments and Loan Deposits, are not paid when and as due (any such amount being then an "Overdue Note Amount"), the amount payable shall be such Overdue Note Amount plus interest thereon to the extent permitted by applicable law (such interest being the "Overdue Note Amount Late Charge") computed in accordance with this Section 2.4. The Overdue Note Amount Late Charge shall accrue from the scheduled date of payment for the Overdue Note Amount (or, if the scheduled date of payment is not a Business Day, then from the next Business Day) to the actual date on which payment is made. The Overdue Note Amount Late Charge shall be computed on the basis of (i) actual days elapsed from (but not including) the scheduled date of payment for such Overdue Note Amount (or, if the scheduled date of payment is not a Business Day, then from the next Business Day) to (and including) the date on which payment of the Overdue Note Amount and all Overdue Note Amount Late Charges accrued thereon is made, and (ii) a year of three hundred sixty-five (365) days. The Overdue Note Amount Late Charge shall accrue at the Overdue Note Amount Late Charge Rate.

(b) In the event that any amount due and payable on account of any Obligation is not paid within five (5) Business Days of the date when and as due (any such amount being then an "Overdue Obligation Amount"), then the amount payable shall be such Overdue Obligation Amount plus interest accrued thereon at the Bond Loan Payment Default Rate (as defined in the

Bond Trust Indenture) (such interest being the “Overdue Obligation Amount Late Charge”) computed on the basis of (i) actual days elapsed from (but not including) the scheduled date of payment for such Obligation (or, if the scheduled date of payment is not a Business Day, then from the next Business Day) to (and including) the day on which such payment of the Overdue Obligation Amount and all Overdue Obligation Amount Late Charges accrued thereon is made, and (ii) a year of three hundred sixty-five (365) days. The Overdue Obligation Amount Late Charge shall accrue at the Overdue Obligation Amount Late Charge Rate.

(c) Any interest on the Bond Loan in excess of the Bond Loan Rate shall be deposited into the applicable account of the Risk-Share Pool Fund.

(d) Nothing in this Section 2.4 shall be construed to authorize the collection of, or require the payment of, interest on overdue interest or compounded interest if the collection or payment of interest on overdue interest or compounded interest is not permitted by applicable law.

Section 2.5. Principal Payments.

Subject to Section 2.6, the principal of the Loan will be due and payable in the amounts and on the dates that principal is due on the [YEAR-__] Bond.

Section 2.6. Loan Deposits.

(a) On each Loan Deposit Date, with respect to the ([YEAR-__]) Bond, the Borrower shall pay to the Master Servicer/Trustee or its designee for deposit to the [ELIGIBLE CDFI] Revenue Account ([YEAR-__]) an amount such that after the Master Servicer/Trustee distributes such monies in accordance with Section 402 of the Bond Trust Indenture and pays the Loan Fees, as described in subsection (b) below of this Section 2.6: (i) on each Interest Payment Date, the amount on deposit in the [ELIGIBLE CDFI] Interest Sub-account ([YEAR-__]) is equal to the product of (A) the number of months since the last Interest Payment Date on the [YEAR-__] Bonds plus one (1) month, and (B) [one-sixth (1/6)] of the amount of interest payable on the [YEAR-__] Bonds on the next applicable Interest Payment Date, and (ii) on each Principal Payment Date, the amount on deposit in the [ELIGIBLE CDFI] Principal Sub-account ([YEAR-__]) is equal to the product of (A) the number of months since the last Principal Payment Date on the [YEAR-__] Bonds plus one (1) month, and (B) [one-sixth (1/6)] of the amount of principal payable on the [YEAR-__] Bonds on the next applicable Principal Payment Date, such that the aggregate amount of Loan Deposits which shall be due thirty (30) days in advance of such Payment Date, is not less than the amount of the interest and principal due on the Bonds on such Payment Date. Notwithstanding the foregoing, (i) interest accruing from (but not including) the date of each Advance, to (and including) the first Loan Deposit Date immediately succeeding such Advance, shall be payable in arrears on such Loan Deposit Date in accordance with the Debt Service Schedule; and (ii) principal installments shall be payable beginning on the first Loan Deposit Date following such Advance on which principal must be paid in equal installments, which first Loan Deposit Date shall be determined in accordance with the Debt Service Schedule, *provided* that in any event the aggregate amount of Loan Deposits which shall be due thirty (30) days in advance of each Payment Date, is not less than the amount of the interest and principal due on the Bonds on such Payment Date, as set forth in the Debt Service Schedule.

(b) On each Loan Deposit Date, and until the Bond Loan and any interest, premiums, and other amounts to be paid by the Borrower under this Agreement or the other Loan Documents have been paid in full, the Borrower shall also pay to the Master Servicer/Trustee or its designee for deposit to the [ELIGIBLE CDFI] Revenue Account ([YEAR-___]) an amount equal to the sum of the following, which shall be included as part of the Loan Deposit:

i) An amount (the “Agency Administrative Fee”) equal to one-twelfth (1/12) of the product of (x) 0.001 and (y) the principal amount of the Loan outstanding on the day prior to such Loan Deposit Date; plus

ii) An amount (the “Master Servicer/Trustee Fee”) equal to: (1) beginning on the first Loan Deposit Date until the Bond Loan is fully disbursed or the Last Day for an Advance, whichever comes first, one-twelfth (1/12) of (x) the product of (i) [0.0016] and (ii) the principal amount of the Loan outstanding on the day prior to such Loan Deposit Date; (2) beginning on the first Loan Deposit Date after the Bond Loan is fully disbursed or the Last Day for an Advance, whichever comes first, and on each Loan Deposit Date thereafter, the greater of (x) one-twelfth (1/12) of the product of (i) [0.0016] and (ii) the principal amount of the Loan outstanding on the day prior to such Loan Deposit Date or (y) [\$6,000 per month] [\$6,000 per month, such sum to be split equally among the Eligible CDFIs related to the Bonds outstanding in the Bond Issue under the Bond Trust Indenture and with respect to which Bond Loans are outstanding.] [For purposes of determining the applicability of clause (y), sub-clause (2)(x) (ii) shall be calculated on the basis of the outstanding principal amount of all such Eligible CDFIs’ Bond Loans on the day prior to such Loan Deposit Date]; plus

iii) An amount (the “Qualified Issuer Fee”) equal to one-twelfth (1/12) of the sum of (a) _____ (the “Servicer Fee”) and (b) _____ (the “Program Administrator Fee”); plus

(iv) Any amounts required pursuant to a Special Supplemental Invoice pursuant to paragraph (c) below.

As required by the Bond Trust Indenture, the Master Servicer/Trustee shall pay: (1) to the Lender the portion of each Loan Deposit comprising the Qualified Issuer Fee, (2) to the CDFI Fund the portion of each Loan Deposit comprising the Agency Administrative Fee and (3) to itself the portion of each Loan Deposit comprising the Master Servicer/Trustee Fee.

(c) The Master Servicer/Trustee shall prepare and deliver an invoice (the “Monthly Invoice”) on the first (1st) Business Day of each month, setting forth the amount of the next succeeding Loan Deposit required to be paid by the Borrower pursuant to Sections 2.6(a) and (b) hereof. The Monthly Invoice shall be delivered electronically to the Borrower, with a copy to the Lender, the CDFI Fund and the Escrow Agent. The Monthly Invoice shall set forth, for each individual Advance, the amount of principal and interest to be paid pursuant to Section 2.6(a) hereof, plus the amount of fees to be paid, as part of the Loan Deposit, pursuant to Section 2.6(b) hereof and, if applicable, Section 2.6(d) hereof. Such amounts of interest and principal shall be calculated based on Section 2.6(a) hereof and in accordance with the Debt Service Schedule for each Advance received by the Master Servicer/Trustee from the Bondholder,

provided, however, the Lender and Borrower confirm that failure on the part of the Lender or the Master Servicer/Trustee to receive any Debt Service Schedule from the Bondholder shall not, however, relieve the Borrower of any of its payment obligations under this Agreement or the Note. The accrual period related to interest for each Monthly Invoice shall be from (but not including) the related Loan Deposit Date to (and including) the next Loan Deposit Date and in the case of the first Monthly Invoice, the accrual period for interest shall be from (but not including) the date of the related Advance to (and including) the first Loan Deposit Date. The Monthly Invoice shall also set forth the total amount to be paid, in a single remittance from the Escrow Agent, on such Loan Deposit Date, which total shall be the sum of all principal, interest and fees for each Advance. In the event that the Escrow Agent has insufficient funds to pay the total amount set forth in the related Monthly Invoice, the Borrower shall remit additional funds to the Escrow Agent sufficient to enable the Escrow Agent to pay such total amount set forth in the related Monthly Invoice. The Master Servicer/Trustee shall have no obligation to reconcile the deposits to, or funds held by, the Escrow Agent. Notwithstanding the foregoing, in the event that an Advance is disbursed during the forty-five (45) days immediately preceding any Payment Date, the Master Servicer/Trustee shall prepare a special supplemental invoice for such Advance setting forth the amount of principal and interest required to be transmitted by, or on behalf of, the Borrower with respect to such Advance to the Master Servicer/Trustee for application to the applicable Interest Sub-account and Principal Sub-Account of the Debt Service Account (the “Special Supplemental Invoice”). The Master Servicer/Trustee shall prepare and transmit the Special Supplemental Invoice as soon as practicable, but in any event not later than the second day the Master Servicer/Trustee is open for business after receiving disbursement of such Advance from the Bondholder. The Master Servicer/Trustee shall not release any funds from an Advance subject to a Special Supplemental Invoice until the Borrower has deposited sufficient funds with the Master Servicer/Trustee to pay the Special Supplemental Invoice. Amounts due and payable pursuant to the Special Supplemental Invoice shall be in addition to any amounts due and payable pursuant to any Monthly Invoice. Advances pursuant to which a Special Supplemental Invoice is prepared shall not be included in the calculation pursuant to Section 2.6(b)(i) through (iii) until the next regularly scheduled Monthly Invoice after the preparation of such Special Supplemental Invoice.

(d) Notwithstanding the foregoing subsections (b) and (c) and subject to Sections 905 and 803 of the Bond Trust Indenture, if an Event of Default has occurred and the Master Servicer/Trustee is engaged in special servicing functions in the exercise of remedies in accordance with Section 7.2(a)(iv) or (v) the following fees (herein called the “Special Servicing Fees”) shall be paid:

(i) With respect to the exercise of remedies pursuant to Section 7.2(a)(iv), the fees for special servicing shall apply, in addition to the Master Servicer/ Trustee Fee, from and after the date on which the repayment of the Loan resumes pursuant to the terms of this Agreement, as amended, or any agreement supplemental hereto (the “Restructuring Agreement”) and shall be calculated as follows: either (A) a one-time payment equal to the product of (i) [0.005] and (ii) the present value of all future principal and interest payments of the Loan, which payment shall be made by Borrower to the Master Servicer/Trustee upon demand, or (B) an additional amount added to each subsequent principal and interest payment equal to the product of (i) [0.005] and (ii) each such interest and principal payment, which amount shall be remitted to the Master Servicer/Trustee

simultaneously with the interest and principal payment. The present value calculation referred to herein, shall be performed by the Master Servicer/Trustee, using a discount rate that is set forth in the Restructuring Agreement; *provided, however,* that the structure and manner of payment of such Special Servicing Fee shall be determined and provided for as set forth in any Restructuring Agreement;

(ii) With respect to the exercise of remedies pursuant to Section 7.2(a)(v), upon liquidation and recovery of amounts attributable to all Bond Loan Collateral which is or should be the subject of such liquidation (the “Liquidation Recovery”), the Special Servicing Fee shall be the product of (i) [0.025] and (ii) the total amount of the Liquidation Recovery, net of expenses related to or arising out of such liquidation; and

(iii) The Special Servicing Fee shall also include any other fees and expenses of special servicing of the Master Servicer/Trustee (determined to be outside the scope of (i) or (ii) above), as being necessary in connection with the exercise of any rights or remedies pursuant to Section 7.2.

Section 2.7 Loan Payments, Loan Deposits and Other Obligations.

All Loan Deposits and Loan Payments will be made in lawful money of the United States, in immediately available funds at the corporate trust office of the Master Servicer/Trustee or such other agent or designee of the Master Servicer/Trustee (designated in writing by the Master Servicer/Trustee, with the consent of the CDFI Fund pursuant to Section 915 of the Bond Trust Indenture, to the Borrower from time to time) by not later than 12:00 noon (in the time of the place of payment) on the applicable Loan Deposit Dates and Loan Payment Dates. If any such payment falls due on a Saturday, Sunday or other day which is not a Business Day, such payment will be due on the next succeeding Business Day at such place, and such extension of time will be included in the computation of interest. All other Obligations shall be payable in lawful money of the United States to the persons and at the times indicated herein. Loan Deposits and Loan Payments received by the Lender or Master Servicer/Trustee under any Loan Document (whether made by the Borrower or otherwise) will be applied as provided in Section 402 of the Bond Trust Indenture. Loan Payments shall be deemed paid at the time the corresponding payments of principal, Call Premium, if any, and interest are paid on the [YEAR-___] Bonds to the extent that such payments on such [YEAR-___] Bonds are attributable to Loan Deposits or investment earnings thereon.

Section 2.8. Absolute Obligation to Pay.

The obligation of the Borrower to pay the principal of, and interest on, the Loan and to pay all of the Obligations shall be absolute and unconditional, shall be binding and, to the extent permitted by law, enforceable in all circumstances whatsoever and shall not be subject to set off, recoupment or counterclaim, and shall be a general recourse obligation of the Borrower to which the full faith and credit of the Borrower are pledged.

Section 2.9. Prepayment.

- (a) The Borrower may prepay the Loan in whole or in part, at any time that the [YEAR-__] Bond is optionally pre-payable pursuant to Section 603 of the Bond Trust Indenture and Section 6.1 of the Supplemental Indenture but subject to the conditions that:
- i. the Borrower submits its written notice of prepayment, endorsed and acknowledged by the Qualified Issuer, to the Master Servicer/Trustee not less than ten (10) Business Days prior to the date of prepayment;
 - ii. such written notice must specify the amount of the prepayment, the [YEAR-__] Bond and Advance(s) to which such prepayment relates, and the date of prepayment;
 - iii. any prepayment must be in an amount of at least \$100,000 of principal per Advance selected for prepayment (or the remaining principal balance of such Advance, if less); and
 - iv. on the date of prepayment, the Borrower pays to the Master Servicer/Trustee for deposit in the [ELIGIBLE CDFI] Revenue Account, an amount equal to the Call Premium, if any, required to be paid on the [YEAR-__] Bond that is called as a result of such prepayment as well as any expenses due under any Loan Document.

The Borrower will be obligated to prepay the Loan in accordance with the terms and conditions of this Section 2.9(a) if it gives a prepayment notice as provided above, unless the Borrower delivers a written notice to the Lender, Master Servicer/Trustee and Bondholder rescinding its prepayment notice before 3:30 p.m. (Washington, D.C. time) two (2) Business Days before the date of prepayment. All amounts prepaid and allocable to principal will be applied to the principal payments due on the applicable Advance(s) being prepaid, as designated by the Borrower in its prepayment notice in the inverse order of maturity. If the Borrower prepays the Loan in full, all amounts outstanding under this Agreement or under any other Loan Document will be due and payable on the date of prepayment.

- (b) The Borrower shall prepay the Loan in whole or in part, at any time that the [YEAR-__] Bond is mandatorily pre-payable or otherwise subject to redemption pursuant to Section 6.1 of the Supplemental Indenture and subject to any conditions set forth in the Bond Trust Indenture and the Supplemental Indenture.

Section 2.10. Use of Proceeds of Loan Prepayment.

The Lender and Borrower agree that the proceeds received by the Master Servicer/Trustee on behalf of the Lender as a result of a prepayment of the Loan pursuant to Section 2.9 above shall be used to call the [YEAR-__] Bonds on the date of prepayment pursuant to Section 6.1 of the Supplemental Indenture and Article VI of the Bond Trust Indenture.

Section 2.11. Usury.

Notwithstanding anything to the contrary contained in this Agreement, all rates of interest chargeable pursuant to this Agreement will not exceed the maximum rate of interest permitted by applicable law.

Section 2.12. Punctual Payment.

The Borrower agrees to pay Loan Deposits and Loan Payments to the Master Servicer/Trustee or its designee on the applicable Loan Deposit Dates and Loan Payment Dates and to pay any other amounts payable hereunder, or under any Loan Document, punctually on the date and at the times and to the persons agreed to hereunder or under any Loan Document.

Section 2.13. Use of Loan Proceeds.

The Borrower agrees to use the proceeds of the Loan solely to pay Costs of an Eligible Purpose.

Section 2.14. Risk-Share Pool Fund.

The Borrower hereby acknowledges and agrees that, in connection with each Advance that is made or caused to be made under the Loan to pay Costs of an Eligible Purpose, an amount of funds equal to the applicable [YEAR-__] Bond Risk-Share Pool Requirement, as provided in Section 306 of the Bond Trust Indenture, will be deposited by the Borrower or caused to be deposited by the Borrower with the Master Servicer/Trustee, and will be accompanied by a certification that the funds are derived from moneys other than proceeds of the related Bond Loan, for deposit into the [ELIGIBLE CDFI] Risk Share Pool Account (YEAR-__) of the Risk-Share Pool Fund. Monies in the [ELIGIBLE CDFI] Risk Share Pool Account ([YEAR-__]) and in the other accounts and sub-accounts established under other supplemental indentures of the related Bond Issue will be applied as provided in the Bond Trust Indenture. If, as a result of a payment default under this Agreement, a deficiency occurs in the [ELIGIBLE CDFI] Debt Service Account ([YEAR-__]) causing a draw on the Risk-Share Pool Fund, the Borrower will replenish the Risk-Share Pool Fund on or before the next Loan Deposit Date to the extent such deficiency is due to such payment default hereunder. Pursuant to Section 306(g) of the Bond Trust Indenture, amounts on deposit in the [ELIGIBLE CDFI] Risk Share Pool Account ([YEAR-__]) will be examined by the Master Servicer/Trustee at least once during each twelve (12) month period and the Master Servicer/Trustee shall report the balance to the Borrower and the Lender not later than fifteen (15) Business Days following such examination date. Following the payment in full of all amounts owed by all borrowers in the related Bond Issue on account of each Bond and Bond Loan in such Bond Issue and all other amounts owed by all borrowers under any Loan Document have been satisfied in full and the Bond Loan and Guarantee have been terminated, the pro rata amount remaining of each borrower's payments in the Risk-Share Pool Fund will be promptly returned to such borrower as provided in the Bond Trust Indenture; *provided, however*, that such borrower has properly replenished any draws on the Risk-Share Pool attributed to nonpayment of its Bond Loan and the corresponding Bonds.

[Notwithstanding the foregoing paragraph, for purposes of this Bond Loan there shall only be one Borrower.]

Section 2.15. Federal Guarantee.

If a default under this Agreement results in a draw on the Guarantee, the Borrower shall repay such amount to the Secretary on demand and as provided in the Reimbursement Note executed and delivered by the Eligible CDFI to the United States of America, to evidence the Eligible CDFI's obligation to reimburse the Guarantor for payment made by the Guarantor

pursuant to the Guarantee. Any such payment by the Borrower to the Secretary shall constitute a credit against amounts due and unpaid under this Agreement and such credit shall be applied in the same priority set forth in Section 402 of the Bond Trust Indenture.

Section 2.16. Security Interest in Bond Loan Collateral of the Borrower.

As security for the obligation of the Borrower to make all payments due, and to perform all obligations under this Agreement, the Note and any other Loan Documents, and for the benefit and security of all Bonds issued on behalf of the Borrower under the Bond Trust Indenture, the Borrower grants to the Lender a first lien on and security interest in the Bond Loan Collateral and any rights to receive such Bond Loan Collateral, subject only to Permitted Liens. The Borrower represents and warrants that the lien granted hereby with respect to the Bond Loan Collateral is and at all times will be a first lien, subject only to Permitted Liens.

If any Bond Loan Collateral becomes Non-Performing Collateral during the term of the Bond Loan, the CDFI Fund may require the Borrower to substitute other performing collateral that is of at least equal value to the Non-Performing Collateral, were it performing, and that otherwise meets the Secondary Loan Requirements, acceptable to the CDFI Fund in its sole discretion in accordance with Section 5.21 hereof, and for so long as such substitute collateral shall be pledged pursuant hereto, any such substitute collateral shall constitute Bond Loan Collateral under this Agreement and under any other Bond Loan Document and the Lender and Master Servicer/Trustee shall promptly relinquish and release all security interests and other rights to the Non-Performing Collateral upon satisfactory substitution of such substitute collateral. The Borrower hereby covenants to do any and all things necessary or required in order to create and perfect the security interest hereunder with respect to any substitute collateral.

Section 2.17. Principal Loss Collateral Provision.

If a Principal Loss Collateral Provision is provided in lieu of (or in addition to) pledged collateral, it must be in accordance with the Secondary Loan Requirements as in effect at the time that the Secondary Loan or Other Pledged Loan, with respect to which the Principal Loss Collateral Provision is applicable, is provided as Bond Loan Collateral.

Section 2.18. Assignment and Pledge of the Lender.

Through the Bond Trust Indenture, the Lender assigns and pledges to the Master Servicer/Trustee, without recourse, in trust upon the terms hereof and grants to the Master Servicer/Trustee a continuing security interest in the Trust Estate. The Borrower joins in the pledge of and grant of a security interest in, such portion of the Trust Estate comprising the Bond Loan Collateral to the extent of its interest therein.

Section 2.19. Further Assurances.

At the expense of the Borrower, the Lender and the Borrower shall cause an initial financing statement or memorandum relating to this Agreement to be filed, registered and recorded in such manner and at such places as may be required by law or specified in Section 707 of the Bond Trust Indenture to perfect fully and the Master Servicer/Trustee shall continue the perfection of the security interest created thereby and by the Collateral Assignment. Pursuant to Section 707 of the Bond Trust Indenture, the Master Servicer/Trustee shall cause required

continuation statements to be filed, registered and recorded. Concurrently with the execution and delivery hereof and thereafter from time to time, as reasonably requested by the Lender or the Master Servicer/Trustee, the Borrower shall obtain at its own expense, or at the direction of the CDFI Fund and expense of the Borrower, the Lender or the Master Servicer/Trustee shall obtain, an opinion of counsel and furnish a signed copy thereof to the Lender and the Master Servicer/Trustee, setting forth what, if any, actions by the Borrower, the Lender or the Master Servicer/Trustee should be taken to preserve the security interests granted hereby and by the Collateral Assignment. The Borrower shall perform or shall cause to be performed any such acts, and execute and cause to be executed any and all further instruments as may be required by law or as shall reasonably be requested by the Lender or the Master Servicer/Trustee for such protection of such security interests.

ARTICLE 3 ADVANCES UNDER THE LOAN

Section 3.1. Conditions Precedent to [Closing the Loan and] Making the Initial Advance under the Loan.

[In addition to the conditions specified in Section 3.2 hereof as being conditions precedent to making each Advance under the Loan, the] [The obligation of the Lender to [make the Initial Advance under] [close] the Loan [on the Closing Date]] is subject to the satisfaction of the following conditions precedent:

- (a) All applicable sections of the Agreement to Guarantee shall have been satisfied, in the sole discretion of the Guarantor (which shall be demonstrated by the Guarantor's issuance of the Guarantee), including, but not limited to, the following:
 - (1) The applicable selection criteria, as set forth in the Agreement to Guarantee;
 - (2) Conditions precedent as set forth in the Agreement to Guarantee;
 - (3) Length of and interest on Bond Loans as set forth in the Agreement to Guarantee;
 - (4) Bond Loan terms, conditions and covenants as set forth in the Agreement to Guarantee; and
 - (5) Security for Bond Loans as set forth in the Agreement to Guarantee.

- (b) The Lender has received the following, in form and substance, satisfactory to the Lender and/or the CDFI Fund, as applicable:

- (1) The Note duly executed by the Borrower substantially in the form of the attached Exhibit A and dated the Closing Date and duly endorsed to the Master Servicer/Trustee.
- (2) UCC Financing Statements which, when filed, will secure the Lender's and Master Servicer/Trustee's interest in the Bond Loan Collateral, that can be perfected by such filing.
- (3) The favorable written opinion of legal counsel to the Borrower substantially in the form of the attached Exhibit B and dated the Closing Date[, as related to those documents executed on the Closing Date].
- (4) Financial statements of the Borrower for the prior three (3) most recent Fiscal Years certified by a firm of independent certified public accountants, pro forma income statements of the Borrower for the subsequent three (3) Fiscal Years, and unaudited financial statements of the Borrower for the immediately prior quarter end of the Fiscal Year (*provided* that in the event such quarter end is the end of the Fiscal Year, then unaudited financial statements of the Borrower for such Fiscal Year end).
- (5) The Borrower's organizational documents.
- (6) Certificates of each of the Borrower and the Lender regarding lobbying required to be filed by recipients of federal loans and/or federal guarantees or insurance under 31 C.F.R. Part 21.
- (7) Certificates of each of the Borrower and the Lender that no default, Event of Default, or due and unsatisfied liability has occurred and is continuing with respect to any obligations of the Lender and the Borrower, respectively, to the CDFI Fund, the Guarantor, the Bond Purchaser, the U.S. Internal Revenue Service, or any other agency, authority or instrumentality of the Federal Government.
- (8) This Agreement duly executed by the Borrower.
- (9) Proof of insurance, as required by Section 5.6 hereof.
- (10) The Collateral Assignment and the Reimbursement Note, each duly executed by the Borrower, together with Certifications of Collateral and promissory notes for the related Bond Loan Collateral, as of the Closing Date.
- (11) [Confirmation that the [Cash Collateral] has been delivered to the Master Servicer/Trustee, as required by Section 5.22 hereof.]
- (12) [The Parent Guarantee duly executed by the Parent Guarantor.]

- (13) Such other documents and certificates as the Lender, the Guarantor, the CDFI Fund, the Bond Purchaser or Bond Counsel shall require.
- (c) No event has occurred and is continuing, or will occur upon the [borrowing of the Loan or the] execution, filing or recordation of any of the Loan Documents, which constitutes an Event of Default or which, upon the giving of notice, the lapse of time, or both, would constitute an Event of Default[, or would constitute a default under any covenants, conditions or agreements contained in any other debt obligation of the Eligible CDFI; provided that, solely with respect to such covenants as are specified in Section [5.23(b)], any Advance made prior to the amendment or waiver of such covenants by the applicable lender may constitute a violation of such covenant; however, mere execution of this Agreement by the Borrower does not, in and of itself, constitute a violation of such covenants].
- (d) Any Loan Document deemed necessary by the Lender to be executed, recorded or filed to create or perfect the liens and security interests intended to be created for the benefit of the Lender pursuant to the Loan Documents has been delivered to the Lender in recordable form or filed; and all taxes and other charges in connection with the execution of any of the Loan Documents or the recording or filing thereof have been duly paid in full by the Borrower.

[In addition to the conditions specified in (a) through (d) of this Section 3.1 as being conditions precedent to closing the Loan and the conditions specified in Section 3.2 hereof as being conditions precedent to making each Advance under the Loan, the obligation of the Lender to make the Initial Advance under the Loan is subject to the satisfaction of the following conditions precedent:

- (e) The Lender has received the following, in form and substance, satisfactory to the Lender and/or the CDFI Fund, as applicable:
- (1) The Escrow Agreement and Custody Agreement, as required by Sections 5.16 and [5.23] hereof, both duly executed by the Borrower and Lender, as applicable.
- (2) a certificate of the Borrower, in which the Borrower shall represent and warrant that, as of the Initial Advance,
- (A) no event has occurred and is continuing, or will occur upon the Initial Advance, that will violate, result in a breach of or constitute a default under any covenants, conditions or agreements contained in any other debt obligation of the Eligible CDFI or which, upon the giving of notice, the lapse of time, or both, would constitute such an event of default, violation, or breach; and
- (B) No event has occurred and is continuing, or will occur upon the borrowing of the Loan or the disbursement of the Initial

Advance which constitutes an Event of Default or which, upon the giving of notice, the lapse of time, or both, would constitute an Event of Default.

- (3) Any waivers or amendments and certifications required pursuant to Section [5.23(b)],
 - (4) The favorable written opinion of legal counsel to the Borrower substantially in the form of the attached Exhibit B, dated the date of the Escrow Agreement, which shall be on or prior to the date of the Initial Advance, as related to those documents executed after the Closing Date but prior to the Initial Advance.
 - (5) Proof of insurance, as required by Section 5.6 hereof.
 - (6) Such other documents and certificates as the Lender, the Guarantor, the CDFI Fund, the Bond Purchaser or Bond Counsel shall require.
- (f) Any additional Loan Document deemed necessary by the Lender to be executed, recorded or filed to create or perfect the liens and security interests intended to be created for the benefit of the Lender pursuant to the Loan Documents has been delivered to the Lender in recordable form or filed; and all taxes and other charges in connection with the execution of any of the Loan Documents or the recording or filing thereof have been duly paid in full by the Borrower.

The funding of the initial Advance shall conclusively evidence the Lender and the CDFI Fund have found the deliverables required pursuant to paragraph (e) and (f) above to be satisfactory in form and substance.]

Section 3.2. Conditions Precedent to All Advances.

The obligation of the Lender to make any Advance under the Loan is subject to the satisfaction of the following conditions precedent as applicable to each such Advance:

- (a) The Lender has received the following documents, in form and substance, satisfactory to the Lender:
 - (1) A requisition for payment (substantially in the form of the requisition attached hereto as Exhibit C), signed by a Borrower Representative and identifying the Secondary Loans to which the requisition pertains and stating the following:
 - (A) The total amount of funds that the Borrower is requisitioning at that time under this Agreement and to whom the funds requested therein are to be paid;
 - (B) The amount of funds that the Borrower is requisitioning at that time for Bond Issuance Fees;

- (C) That the total of the amount requisitioned for Bond Issuance Fees and all amounts requisitioned previously for Bond Issuance Fees does not exceed one percent (1%) of the aggregate principal amount of the Bond;
- (D) The total amount of the requisition qualifies as Costs; and
- (E) All amounts previously requisitioned have actually been applied to finance or Refinance Costs;

and certifying that:

- (F) The Borrower's credit committee, or its equivalent, has approved each Secondary Loan applicable to such requisition in accordance with the applicable Secondary Loan Requirements and the Borrower's underwriting procedures;
 - (G) The Borrower has determined that the Secondary Borrower has incurred costs that are "Costs of the Eligible Purpose" under the Act and the Agreement to Guarantee eligible for payment from the proceeds of this Advance;
 - (H) If any Secondary Loan that is the subject of the Advance is being acquired, or was previously acquired, and is being Refinanced with the proceeds of the Advance, the Borrower shall certify the original acquisition price of such Secondary Loan and the current unpaid principal balance of such Secondary Loan together with any additional details requested by Lender or the CDFI Fund for purposes of supporting the amount of the Advance to be allocated to such Secondary Loan; and
 - (I) The amount of Costs of the Eligible Purpose that the Borrower has incurred and not paid from the proceeds of an Advance previously made is at least equal to the Costs amount specified by the Borrower to the Lender in its requisition for payment.
- (2) A Certification of Collateral, together with an Itemization of Collateral, and the original executed specimen promissory notes or other instrument of indebtedness for the related Bond Loan Collateral, applicable to such Advance.

(b) The Lender has delivered to the CDFI Fund and the Master Servicer/Trustee a request for an Advance,

- (1) Setting forth the following:

- (A) The total amount of funds that the Borrower requisitioned for paying Costs (such amount being the “Requisitioned Amount”);
 - (B) The portion of the Requisitioned Amount that the Lender determines are “Costs of an Eligible Purpose” under the Act and the Agreement to Guarantee payable from the proceeds of an Advance under the [YEAR-__] Bond (such portion being the “Approved Costs Amount”);
 - (C) The Approved Costs Amount that the Lender authorizes to be disbursed to pay Costs of an Eligible Purpose (such amount being the “Approved Disbursement Amount”);
 - (D) The amount of the [YEAR-__] Bond Risk-Share Pool Requirement applicable to the Approved Disbursement Amount;
 - (E) The date on which the requested Advance is requested to be made (which shall not be earlier than ten (10) Business Days after the Borrower’s requisition is delivered to the CDFI Fund and the Master Servicer/Trustee and the applicable [YEAR-__] Bond Risk-Share Pool Requirement deposit has been provided for by the Borrower); and
 - (F) The appropriate bank account to which funds constituting the requested Advance are to be disbursed; and
- (2) Certifying that, based upon the certification and documentation provided in Section 3.2(a) above:
- (A) The Lender has reviewed the Borrower’s requisition, Itemization of Collateral and promissory notes for the related Bond Loan Collateral, and accompanying certificates and determined that all required documentation is included and complete;

- (B) The Lender has determined that the Borrower has incurred costs that are “Costs of an Eligible Purpose” under the Act and the Agreement to Guarantee eligible for payment from the proceeds of an Advance made under the Bonds;
 - (C) The amount of Costs of an Eligible Purpose that the Borrower has incurred and not paid from the proceeds of an Advance previously made is at least equal to the Approved Costs Amount specified by the Lender in its request for an Advance;
 - (D) The total of (a) the portion of Approved Costs Amount of the Advance for Bond Issuance Fees and (b) the portions of all previous Approved Costs Amounts for Bond Issuance Fees does not exceed one percent (1%) of the aggregate principal amount of the Bond; and
 - (E) All conditions precedent provided for in the Bond Trust Indenture and this Agreement to the disbursement of the Advance have been complied with.
- (3) Together with copies of the certifications and documentation provided by the Borrower pursuant to Section 3.2(a) above.

(c) The Master Servicer/Trustee has reviewed the foregoing documents together with an Advance request approval notice pursuant to Article 7 of the Bond Purchase Agreement, and determined that such documents are in order, that the conditions precedent to making payments from or for the account of the **[ELIGIBLE CDFI]** Project Account (**[YEAR-__]**) have been satisfied, and that the requested Advance is authorized to be made.

Section 3.3. Making Advances.

Each Advance under the Loan shall be made from the proceeds of an Advance (as such term is defined in the Bond Trust Indenture) caused to be made under the Bonds that the Lender issued to fund a portion of the Loan, and each Advance that is made under the **[YEAR-__]** Bonds shall be deemed to be an Advance made under the Loan in an equal amount. Upon receipt of the documents required by Section 3.2 hereof to be delivered in connection with each request for Advance and, in the case of the Initial Advance, upon receipt of the documents required by Section 3.1 hereof to be delivered in connection with the request for the Initial Advance, the Lender will make, or cause to be made, but solely from proceeds of the Bonds, the requested Advance as herein provided.

With respect to each requested Advance, the Lender shall, **FIRST**, receive notice from the Master Servicer/Trustee that it has received from the Borrower an amount of funds other than proceeds of the Bonds equal to the **[YEAR-__]** Bond Risk-Share Pool Requirement for the Approved Disbursement Amount, as required by Section 2.14 hereof; and, **SECOND**, disburse, or cause to be disbursed, by wire transfer an amount of funds equal to the Approved Disbursement Amount to the account specified by the Borrower in its requisition delivered to the

Lender; provided, however, in the case of an Advance subject to a Special Supplemental Invoice pursuant to Section 2.6(c) of this Agreement, the Master Servicer/Trustee shall not disburse such Advance until such Special Supplemental Invoice has been paid.

The Lender may submit requests for Advances at any time to the CDFI Fund (to be transmitted by the CDFI Fund to the Bondholder); *provided, however*, the CDFI Fund will specify certain restricted dates on which Advances will not be disbursed. Subject to Section 3.4, no initial proceeds of the Bond Loan shall be disbursed later than sixty (60) months after the Bond Issue Date [****For Bond Issues with more than one Borrower, add “; provided, further, that the Borrower and any other borrower in the related Bond Issue may submit requests for, and receive, Advances on different days in each calendar month”**].

Notwithstanding the foregoing and Section 3.2, any disbursements to capitalize the Borrower’s Loan Loss Reserves shall be made pursuant to such requisition process as may be established by the Lender and the CDFI Fund.

Section 3.4. Advances for Relending.

Subject to Section 5.16 hereof, each Advance from the [YEAR-__] Bonds Relending Account (each a “Relending Advance”) shall be subject to the requirements of Sections 3.2 and 3.3 hereof; *provided* that provision of funds to satisfy the applicable [YEAR-__] Bond Risk-Share Pool Requirement in connection with such Advance shall cease upon the final Advance of the original proceeds of the Bonds. In addition, the obligation of the Lender and the Master Servicer/Trustee to make any Relending Advance is subject to the satisfaction of the following additional conditions precedent applicable to each such Relending Advance:

(a) Delivery to the Lender of revised cash flows, taking into account the proposed new Secondary Loans, demonstrating the Borrower’s ability to continue to pay debt service on the Bond Loan from Secondary Loan payments received from the Secondary Borrowers (together with a certification by the Borrower as to such ability), including plans for the relending of such amounts, if applicable, upon the earlier maturity or prepayment of Secondary Loans; and

(b) Delivery to the Lender of a supplement to the Approved Secondary Capital Distribution Plan taking into account the proposed new Secondary Loans.

ARTICLE 4
REPRESENTATIONS AND WARRANTIES OF THE BORROWER

The Borrower hereby makes the following representations and warranties to the Lender as of the date hereof:

Section 4.1. Existence and Rights.

The Borrower is a Certified CDFI. The Borrower has the power and adequate authority, rights and franchises to own its Property and to carry on its business as now conducted, and the Borrower is duly organized and validly existing under the laws of the State. The Borrower is

duly qualified to transact operations in all places where such qualification is necessary. The Borrower has the power, adequate authority and legal right to enter into this Agreement and each of the other Loan Documents and to perform its obligations hereunder and thereunder.

Section 4.2. Reserved.

Section 4.3. Loan Documents Authorized.

The making and performance by the Borrower of this Agreement and each of the other Loan Documents: (i) have been duly authorized by all necessary action of the board of directors of the Borrower or an authorized committee thereof, (ii) do not require the consent or approval of, or any declaration or filing with, any governmental body, regulatory authority, court or official, not already obtained, (iii) do not violate or contravene or constitute a default under any provision of law or regulation or the organizational documents or bylaws of the Borrower or of any judgment, injunction, order, or mortgage, security agreement, indenture or other agreement or instrument, to which the Borrower is a party or by which the Borrower or any of its other Property may be bound or affected, and (iv) will not result in the creation or imposition of any lien or security interest on any Property of the Borrower, other than the lien created pursuant to this Agreement. This Agreement and each of the other Loan Documents are the valid, legal and binding obligations of the Borrower enforceable against it in accordance with their terms subject to bankruptcy, insolvency, liquidation and similar laws generally affecting creditor's rights and general principles of equity and judicial discretion.

Section 4.4. Financial Condition.

The audited financial statements of the Borrower as of _____, 20__, and _____, 20__, respectively, and the unaudited financial statements of the Borrower as of the most recent available interim period, and the related statements of revenues and expenses, changes in financial position for the period then ended, a copy of which has been delivered to the Lender, fairly present, in conformity with GAAP consistently applied, the financial position of the Borrower as of such date and its results of operations and changes in financial position for such period. The Borrower does not have any material Contingent Liabilities, liabilities for taxes, or unusual forward or long term commitments not disclosed by, or adequately reserved against, in said financial statements or the notes thereto, and there are no material, unrealized or anticipated losses from any commitment of the Borrower. Since [date of last audited financial statements delivered to the CDFI Fund]_____, 20__, there has been no material adverse change in the assets, liabilities or financial condition of the Borrower from that shown by such financial statements as of that date.

Section 4.5. Permits and Licenses.

The Borrower has made diligent inquiry, and has obtained or will obtain (and knows no reason why such cannot be obtained) all necessary permits, licenses, accreditations, zoning and other certifications or other necessary approvals to conduct its business as it is presently being conducted, including the making of Secondary Loans.

Section 4.6. Litigation.

There is no action, suit, proceeding, inquiry or investigation at law or in equity or before or by any court, public board or body pending or, to the knowledge of the Borrower, threatened against or affecting the Borrower: (a) wherein an unfavorable decision, ruling or finding would have a material adverse effect on the (i) the transactions contemplated by or the validity of this Agreement or any other Loan Document, (ii) the status of the Borrower as a Certified CDFI, or (iii) the Property, assets, operations or condition, financial or otherwise of the Borrower or the ability of the Borrower to perform its obligations under this Agreement and the other Loan Documents, or (b) which in any way contests the existence, organization or powers of the Borrower or the titles of the officers of the Borrower to their respective offices.

Section 4.7. No Event of Default.

No Event of Default or other event which, with the giving of notice or the lapse of time or both, would become an Event of Default, has occurred and is continuing or will occur by reason of the execution, filing or recordation of any of the Loan Documents or the borrowing of the Loan.

Section 4.8. Taxes.

The Borrower has filed all federal, state, and local income, sales and other tax returns required to have been filed by it and has paid all taxes which have become due pursuant to such returns and the Borrower does not know of any basis for additional assessment in respect of such taxes.

Section 4.9. Nondiscrimination.

The Borrower shall comply with all Federal statutes relating to non-discrimination, including, but not limited to: Title VI of the Civil Rights Act of 1964; Title IX of the Education Amendments of 1972; Section 504 of the Rehabilitation Act of 1973; the Age Discrimination Act of 1975; the Drug Abuse Office and Treatment Act of 1972; the Comprehensive Alcohol Abuse and Alcoholism Prevention, Treatment and Rehabilitation Act of 1970; §§ 523 and 527 of the Public Health Service Act of 1912; and Title VIII of the Civil Rights Act of 1968.

Section 4.10. ERISA Plans.

Each ERISA Plan maintained by the Borrower (i) has been established and maintained in material compliance with ERISA and the Code, (ii) has not engaged in a prohibited transaction, (iii) has not had any accumulated funding deficiency, whether or not waived, and (iv) is not in material risk of being terminated by the Pension Benefit Guaranty Corporation. With respect to any ERISA Plan subject to Title IV of ERISA (x) the Borrower has not incurred, and does not expect to incur, any liability, other than premium payments, to the Pension Benefit Guaranty Corporation, and (y) as determined as of the most recent evaluation date by the ERISA Plan's enrolled actuary under actuarial assumptions normally used in connection with such ERISA Plan, the present value of all vested accrued benefits did not exceed the value of such ERISA Plan's assets (less all liabilities, other than those attributable to accrued benefits) allocable to such vested accrued benefits by more than \$50,000 in the aggregate. Neither the Borrower nor

any common control entity has incurred any withdrawal liability in connection with a Multi-employer Plan. Any term used in this Section 4.10 and not defined in this Agreement is used as defined in ERISA.

Section 4.11. Hazardous Substances.

To the best of Borrower's knowledge after due inquiry, no "Hazardous Substance" is located on or in any part of the Bond Loan Collateral except as permitted by law. The term "Hazardous Substance" shall mean (a) any oil, flammable substance, explosive, radioactive material, hazardous waste or substance, toxic waste or substance or any other waste, material or pollutant which (i) poses a hazard to the Bond Loan Collateral or to persons on or about the Bond Loan Collateral, or (ii) causes the Bond Loan Collateral to be in violation of any applicable law; (b) asbestos in any form which is or could become friable, urea formaldehyde foam insulation, transformers or other equipment which contain dielectric fluid containing levels of polychlorinated biphenyls, or radon gas; (c) any chemical, material or substance defined as or included in the definition of "hazardous substances," "hazardous waste," "restricted hazardous waste," or "toxic substances" or words of similar import under any applicable local, state or federal law or under the regulations adopted or publications promulgated pursuant thereto, including, but not limited to, the Comprehensive Environmental Response, Compensation and Liability Act ("CERCLA"), 42 U.S.C. §9601 et seq.; the Resource Conservation and Recovery Act ("RCRA"), 42 U.S.C. §6901 et seq.; the Hazardous Materials Transportation Act, 49 U.S.C. §1801; the Federal Water Pollution Control Act, 33 U.S.C. §1251 et seq.; (d) any other chemical, material or substance, exposure to which is prohibited, limited or regulated by any governmental authority or may or could pose a hazard to the health and safety of the occupants of the Bond Loan Collateral or the owners and/or occupants of property adjacent to or surrounding the Bond Loan Collateral, or any other person coming upon the Bond Loan Collateral or adjacent property; and (e) any other chemical, material or substance which may or could pose a hazard to the environment. The term "Hazardous Substance" shall include, without limitation, raw materials, building components, the products of any manufacturing or other activities at the Bond Loan Collateral and wastes.

Section 4.12. Wetlands.

To the best of Borrower's knowledge after due inquiry, no part of the Bond Loan Collateral consists of or is classified as (i) wetlands, tidelands or swamp and overflow lands or (ii) is located in a federally designated "flood area," unless such property is in compliance with federal flood insurance requirements, including the Flood Disaster Protection Act of 1973 (42 U.S.C. 4012a (b)).

Section 4.13. Eligible Purpose.

The Eligible Purpose is an "Eligible Community or Economic Development Purpose" within the meaning of the Act.

Section 4.14. Reserved.

Section 4.15. Title to Bond Loan Collateral.

The Borrower has good and marketable title to the Bond Loan Collateral. No part of the Bond Loan Collateral is subject to any lien, mortgage, deed of trust, pledge, security interest or other encumbrance, other than as set forth in the Loan Documents and Permitted Liens. The Bond Loan Collateral comprises unrestricted assets of the Borrower and the security interest created in the Bond Loan Collateral is valid, binding and enforceable against the Borrower.

Section 4.16. No Default or Other Events.

The Borrower (i) within the past five (5) years, except as disclosed to the CDFI Fund, (A) has not been delinquent for more than thirty (30) days on any material payment obligation with respect to any debt; (B) has not been delinquent on any payment obligation, in default, or failed to cure any obligation on any loan or under any loan agreement previously made under the Act; (ii) has not been in default of any payment obligation under any Federal program, (iii) is financially solvent in both the legal and equitable sense, (iv) has the capacity to comply fully with the payment schedule set forth herein and (v) has not been in default under any other agreement or failed to cure any obligation under any other agreement made by the CDFI Fund or the Department of the Treasury.

There are no judgment liens against any of the Borrower's Property for a debt owed to the United States of America, and (ii) the Borrower has no outstanding debts owed to the United States of America or any agency thereof that is in delinquent status, as the term "delinquent status" is defined in 31 C.F.R. § 285.13(d).

Section 4.17. Approved Secondary Capital Distribution Plan.

All information provided by the Borrower in the Approved Secondary Capital Distribution Plan and any other written information provided by the Borrower in connection with the Loan is true and accurate in all material respects as of the date hereof.

The Borrower has a reasonable expectation that Secondary Loans will be made pursuant to the Approved Secondary Capital Distribution Plan, dated _____, 20____, as the same may be amended and supplemented.

ARTICLE 5 COVENANTS OF THE BORROWER

The Borrower covenants and agrees that until payment in full of the principal of and interest on the Loan and payment and performance of all other Obligations, the Borrower will do all of the following:

Section 5.1. Information Reporting.

Furnish to the Lender and Master Servicer/Trustee at the Borrower's expense: **[IF THERE IS A PARENT OR OTHER GUARANTOR, A DETERMINATION AS TO WHICH INFORMATION SHOULD BE SUPPLIED BY BOTH BORROWER AND PARENT GUARANTOR MUST BE MADE AND SECTIONS UPDATED ACCORDINGLY]**

(a) As soon as available and in any event within one hundred twenty (120) days after the end of each Fiscal Year, audited financial statements, setting forth in comparative form the figures for the previous Fiscal Year, all certified as to fairness of presentation, GAAP and consistency by any independent public accountants of nationally recognized standing;

(b) Simultaneously with the delivery of the set of financial statements referred to in clause (a) of this Section 5.1, (i) a certificate of a Borrower Representative stating whether there exists or has existed during the fiscal period any Event of Default and, if any Event of Default then exists, setting forth the details thereof and the action which the Borrower is taking or proposes to take with respect thereto, (ii) the final calculations for the Financial Covenants as defined in Section 5.13(a), and (iii) simultaneously with the delivery of the set of financial statements referred in clause (a), pro forma projections of the Borrower's income and expenses for three (3) years;

(c) As soon as available, and in any event within sixty (60) days after the end of each Fiscal Year, annual unaudited financial statements, setting forth in comparative form the figures for the previous Fiscal Year, together with (i) a certificate of a Borrower Representative stating whether there exists on the date of such certificate or has existed during the fiscal period any Event of Default and, if any Event of Default then exists, setting forth the details thereof and the action which the Borrower is taking or proposes to take with respect thereto, and (ii) preliminary calculations for the Financial Covenants as defined in Section 5.13(a);

(d) As soon as available, and in any event within forty-five (45) days after the end of each fiscal quarter of the Borrower ended March 31, June 30, and September 30, quarterly unaudited financial statements, setting forth in comparative form the figures for the same fiscal quarter of the previous Fiscal Year; with (i) a certificate of a Borrower Representative stating whether there exists on the date of such certificate or has existed during the fiscal period any Event of Default and, if any Event of Default then exists, setting forth the details thereof and the action which the Borrower is taking or proposes to take with respect thereto, and (ii) the calculations for the Financial Covenants as defined in Section 5.13(a);

(e) As soon as possible, and in any event not later than thirty (30) days after the beginning of each Fiscal Year, the Borrower's operating budget for the next Fiscal Year as approved by the Borrower's board of directors or an authorized committee thereof;

(f) Forthwith upon the occurrence of any Event of Default, a certificate of a Borrower Representative setting forth the details thereof and the action which the Borrower is taking or proposes to take with respect thereto;

(g) Periodic reports including the monthly Pledged Loan Monitoring (PLM) Report, quarterly Financial Condition Monitoring (FCM) Report, and annual Program Impact Monitoring (PIM) Report, as such reports may be amended or supplemented from time to time by the CDFI Fund. All such reports must be initially reviewed by Lender and submitted to the CDFI Fund per the instructions specified within each report;

(h) Any revisions or updates (as applicable) to the Borrower's Approved Secondary Capital Distribution Plan;

(i) With respect to Secondary Loans, as soon as possible, in any event not later than thirty (30) days after the close of each of the Borrower's fiscal quarters, (i) the amount of Bond Loan proceeds committed to Secondary Loans as of the close of such fiscal quarter, and (ii) such other information as the Lender, the CDFI Fund or the Guarantor may reasonably request, from time to time, in each of their sole discretion;

(j) As soon as available and in any event within one hundred eighty (180) days after the end of each Fiscal Year, a certification from the Borrower to the effect that the Borrower has obtained an annual assessment of the Borrower's overall financial strength, creditworthiness, and ability to achieve its policy/program objectives. In such connection, the Borrower shall notify the CDFI Fund in writing of the vendor(s) to render the annual assessment at least thirty (30) days prior to such assessment, together with a certification that the vendor(s) has/have demonstrated experience in similar assessments, and which form of assessment has been approved by the Lender. In the event the Borrower or the Lender desire to substitute the vendor(s) described in this paragraph, such vendor shall have demonstrated experience in similar assessments, the substitution shall be subject to mutual agreement of the parties and the Lender shall notify the CDFI Fund of such selection in writing, together with a certification that the selection complies with the requirements of this paragraph (j); and

(k) Promptly upon the request of the Lender or the CDFI Fund, such other information regarding the Borrower's financial condition and affairs, as the Lender or the CDFI Fund, as applicable, may reasonably request from time to time, including, but not limited to, (i) certain information designed to measure the impacts of the Bond Issue and the Bond Loan and (ii) updates or supplements to the Capital Distribution Plan.

Section 5.2. Retention of Records; Rights to Inspect and Audit.

(a) Maintain appropriate copies of Secondary Loan and Other Pledged Loan documentation and appropriate books and records of such Secondary Loans and Other Pledged Loans for a period of three (3) years after the payment in full of the Bond Loan;

(b) Cause each Secondary Borrower to maintain appropriate books and records, with respect to such Secondary Loans, for a period of three (3) years after the payment in full of each such Secondary Loan, or three (3) years from the date it is released from being Bond Loan Collateral, whichever occurs first; and

(c) Permit representatives of the Lender, the Master Servicer/Trustee, the Secretary and/or the Inspector General, during normal business hours and with at least twenty-four (24) hours' notice (unless there is an emergent situation), to inspect, examine

and audit the Borrower's activities, books and records and to make copies, abstracts and memoranda from the Borrower's books and records, and cause each Secondary Borrower to permit the same; permit representatives of the Lender, the Master Servicer/Trustee, the Secretary and/or the Inspector General, during normal business hours and with at least twenty-four (24) hours' notice (unless there is an emergent situation), to inspect the Bond Loan Collateral, and make available its employees, officers, independent contractors and advisors who have a material relationship to the Bond Loan Collateral, and to cause each Secondary Borrower to make available its employees, officers, independent contractors and advisors who have a material relationship to the Bond Loan Collateral, during normal business hours, to meet with representatives of the Lender, the Master Servicer/Trustee, the Secretary and/or the Inspector General, as the Lender, the Master Servicer/Trustee, the Secretary and/or the Inspector General, respectively, may request.

Notwithstanding the foregoing, the Borrower shall not be in breach of this Agreement with respect to causing a Secondary Borrower to act pursuant to this Section 5.2 if 1) the Borrower did not originate such Secondary Borrower's Secondary Loan, or, if the Borrower did originate said loan, such Secondary Borrower's Secondary Loan was executed in good faith prior to the execution of this Bond Loan Agreement, and 2) doing so would not be practicable.

Section 5.3. Preservation of Corporate Existence and Certified CDFI Status.

Preserve and keep in full force and effect (i) its corporate existence, rights and franchises; (ii) its status as a Certified CDFI and (iii) all approvals, consents, licenses, certifications and permits necessary for the continued operation of the Borrower as a Certified CDFI.

Section 5.4. Advise the Lender and CDFI Fund of Material Events.

The Borrower shall advise the Lender, Master Servicer Trustee and CDFI Fund, in writing in reasonable detail, within thirty (30) days of the event, of any of the following "Material Events":

- (a) Any fact, circumstance, event, change, occurrence, condition, or development of which the Borrower is aware and which, individually, or in the aggregate, has had or would reasonably be expected to have a material adverse effect an organization's strategic direction, mission, or business operation, or its status as a Certified CDFI;
- (b) Any proceeding instituted against the Borrower in, by or before any court, governmental or administrative body or agency, which proceeding or its outcome is likely to have a material adverse effect upon the operations, assets or Properties of the Borrower;
- (c) Any proceeding instituted against the Borrower in, by or before any court, governmental or administrative body or agency, which proceeding involves allegations of discrimination by the Borrower on the basis of race, color, national origin, disability, age, marital status, receipt of income from public assistance, religion, or sex;

- (d) Any material adverse change in the condition, financial or otherwise, or operations of the Borrower that would impair the Borrower's ability to fulfill its obligations under this Agreement;
- (e) Any substantial change in the business of the Borrower;
- (f) Any significant revisions in credit, risk management, or financial reporting policies and procedures of the Borrower;
- (g) Any direct financial obligation that is material to the Borrower under an off-balance sheet arrangement;
- (h) Any acquisition or disposition of a significant amount of assets by the Borrower;
- (i) Any assessment (other than assessments provided by an Appropriate Federal or State Banking Agency that are prohibited by applicable law or regulation from disclosure to the Department of the Treasury) of significant or material weaknesses in the design or operation of internal controls that are reasonably likely to adversely affect the Borrower's abilities to record, process, summarize, and report financial information;
- (j) Any fraud, whether or not material, that involves management or other employees of the Borrower who have a significant role in internal controls over financial reporting;
- (k) Any adverse audit opinions received by the Borrower or pronouncements of non-reliance on previously issued financial statements by the Borrower's board of directors or a committee of the board of directors;
- (l) Any changes in corporate governance, senior management, or leadership of the Borrower, including any Key Personnel. "Key Personnel" means any officer or senior staff person of the Borrower responsible for the day-to-day administration of the duties, responsibilities, and obligations of the Borrower under this Bond Loan Agreement;
- (m) Any organizational updates such as changes in Bylaws or Articles of Incorporation of the Borrower;
- (n) The loss of the Borrower's Insured Credit Union status as defined in 12 U.S.C. § 1752(7) (if applicable);
- (o) The occurrence of any Event of Default, as that term is defined in Section 7.1 hereof, or any event which upon notice or lapse of time, or both, would constitute an Event of Default;

- (p) The merger, consolidation or acquisition of the Borrower by or with another entity;
- (q) Loss of the Borrower's Depository Institution Holding Company status under 12 USC § 1813(w)(1) or Insured Depository Institution status under 12 USC § 1813(c)(2) (if applicable);
- (r) The debarment, suspension, exclusion or disqualification, by the Department of the Treasury, or any other Federal department or agency, of the Borrower (or principal thereof);
- (s) [Any draw of monies available under any Credit Enhancement pursuant to Section [5.22]];
- (t) Any event or change that would result in the Borrower not being certified as a CDFI; or
- (u) Such other events that may be determined by the CDFI Fund, in its sole discretion, to be Material Events and for which the CDFI Fund issues related guidance.

Section 5.5. Compliance with Applicable Law.

Comply with all applicable statutes, regulations and orders of, and all applicable restrictions imposed by, all governmental bodies, federal, state and local, in respect of the conduct of its business, and the repair, maintenance and the ownership of its Property, including, without limitation, applicable statutes, regulations, orders and restrictions relating to environmental protection and occupational health or safety standards (collectively, the "Applicable Laws," and each, individually, an "Applicable Law"). The Borrower will not be in violation of this covenant if it does not comply with any such statute, standard, regulation or order: (i) if the applicability or validity thereof will be or is being contested in good faith and by appropriate proceedings diligently conducted, until such time as any such proceeding is resolved by a final and unappealable order or other final determination, *provided* that if there is a significant risk of forfeiture of any of the Borrower's Property if Borrower were not to comply and such proceeding were to be resolved against the Borrower, then Borrower must comply with such statute, standard, regulation or order during the pendency of the proceeding; or (ii) to the extent that and so long as, such Applicable Law is not material to the Borrower's ability to perform under the Bond Loan Documents and such failure to comply does not have a material adverse effect on the Borrower, its Properties or the Borrower's ability to perform under the Bond Loan Documents. Notwithstanding the foregoing, the Borrower shall comply with all Applicable Laws as are otherwise required to be complied with pursuant to any provision of the Bond Loan Documents in accordance therewith and all such Applicable Laws are hereby deemed, without limiting the materiality of certain other Applicable Laws, material to the Borrower's ability to perform under the Bond Loan Documents.

Section 5.6. Insurance.

As of the date hereof, procure and maintain, or cause to be procured and maintained, insurance, against such risks and in such amounts customarily maintained by prudently managed organizations conducting such business as the Borrower, and reasonably acceptable to Lender and the CDFI Fund. The execution and delivery of this Agreement shall evidence the Lender's and the CDFI Fund's satisfaction with such insurance as of the date hereof. The insurance policies cannot be canceled or coverage reduced for any reason unless the Lender and the CDFI Fund receives at least a thirty (30) day written notice of such cancellation, *provided, however*, that the policy may provide for commercially reasonable reduced notice standards in the event of non-payment. Prior to such cancellation, the Borrower shall obtain another comparable policy to replace it. Copies of all insurance policies, or certificates of the Borrower's insurance provider or agent evidencing such insurance policies are in effect, shall be provided to the Lender and the CDFI Fund.

Section 5.7. Taxes and Other Liabilities.

Pay and discharge, before the same become delinquent and before penalties accrue thereon, all taxes, assessments and governmental charges upon or against it or any of its Properties, and all its other liabilities at any time existing, except to the extent and so long as:

(a) (i) The same are being contested in good faith and by appropriate proceedings in such manner as not to cause any material adverse effect upon its financial condition or the loss of any right of redemption from any sale thereunder; and (ii) It has set aside on its books reserves (segregated to the extent required by sound accounting practice) adequate with respect thereto.

(b) Solely with respect to taxes, assessments and governmental charges not imposed by the government of the United States or any of its agencies authorities or affiliates, or any subsidiaries or affiliates of any of the foregoing, nonpayment of the same does not have a material adverse effect on the Borrower, its Properties or the Borrower's ability to perform under the Bond Loan Documents.

Section 5.8. ERISA Compliance.

Fund all current and past service pension liabilities under all of the ERISA Plans, if any, maintained by the Borrower so that, if all ERISA Plans maintained by the Borrower were terminated at the same time by the Borrower, the aggregate dollar amount of any liens imposed on the Property pursuant to ERISA would not have a material and adverse effect on the business, financial position, operations or prospects of the Borrower. Comply in all other material respects with the provisions of ERISA, the Code and the regulations thereunder which are applicable to the ERISA Plans maintained by the Borrower.

Section 5.9. Use of Proceeds of Loan.

(a) Not use the proceeds of the Loan to pay Bond Issuance Fees in excess of an amount equal to one percent (1%) of the principal amount of the Loan; *provided, however*, that any Bond Issuance Fees in excess of one percent (1%) of Bond Loan

proceeds shall be paid by the Borrower from other funds, regardless of whether a portion of Bond Issuance Fees are satisfied with Bond Loan proceeds.

(b) Only use the proceeds of the Loan for Costs of an Eligible Purpose.

Section 5.10. Collateral Assignment of Secondary Loan Collateral and Other Pledged Loan Collateral.

Prior to or simultaneously with the financing or Refinancing of each Secondary Loan or substitution of Non-Performing Collateral with Other Pledged Loans, pledge the Secondary Loan collateral or Other Pledged Loan collateral to the Lender pursuant to the Collateral Assignment by executing a Certification of Collateral and do all other things necessary to subject the Secondary Loan or Other Pledged Loan collateral to the Collateral Assignment. The Collateral Assignment and other applicable security documents shall be further assigned to the Master Servicer/Trustee for the benefit of the Bondholder. The Borrower shall deliver to or for the benefit of the Master Servicer/Trustee the documents referenced in Section 5.16(g) hereof.

Section 5.11. Administrative Expenses. Pay the Master Servicer/Trustee Fee, Special Servicing Fee and Qualified Issuer Fee in accordance with and subject to the provisions of Section 2.6 hereof and pay to or for the account of the Lender and/or the Master Servicer/Trustee within thirty (30) days after notice thereof all reasonable costs and expenses incurred by the Lender and/or the Master Servicer/Trustee in connection with the financing and administration of the Eligible Purpose or in accordance with any provision of the Loan Documents, except such as may be paid out of the proceeds of the [YEAR-__] Bond, including, without limitation, the costs of administering this Agreement and the reasonable fees and expenses of attorneys, consultants and others. For avoidance of doubt, the term “reasonable costs and expenses,” as used in this Section 5.11 with respect to the Master Servicer/Trustee or Lender, shall not include costs and expenses in the nature of overhead, including salaries or benefits payable to the Master Servicer/Trustee or Lender’s directors, officers or employees (including in-house counsel), or any other Master Servicer/Trustee or Lender costs and expenses not directly attributable to its services pursuant to this Agreement and/or the other Bond Loan Documents. The obligation of the Borrower hereunder with respect to the payment of the Master Servicer/Trustee compensation and reimbursement of costs previously incurred shall survive the satisfaction and discharge of the Bond Trust Indenture and the resignation and removal of the Master Servicer/Trustee.

Section 5.12. Indemnity Against Claims.

(a) The Borrower hereby agrees to indemnify and save harmless the Lender and the Master Servicer/Trustee from and against all liabilities, obligations, suits, actions, claims, judgments, demands, damages, penalties, fines, assessments, losses, expenses, fees (including all reasonable fees and expenses of attorneys, auditors and consultants), taxes (exclusive of income taxes on fees earned by the Lender or the Master Servicer/Trustee), contributions, and costs of every kind and nature (including litigation and court costs, amounts paid in settlement by or with the approval of the Borrower, and amounts paid to discharge judgments) (collectively, “Claims”) incurred by, or asserted or imposed against, an Indemnified Party (as that term is defined below), the Borrower or any other person directly or indirectly resulting from or arising out of or relating

to (but excluding such Claims arising from the gross negligence or willful misconduct of the Lender or the gross negligence or willful misconduct of the Master Servicer/Trustee):

- (i) The issuance, sale or delivery of the Bonds and the acceptance and administration by the Master Servicer/Trustee of its trusts under the Bond Loan Documents;
- (ii) The enforcement of (a) the provisions of this Bond Loan Agreement, the other Bond Documents and the Loan Documents and (b) the obligations of the Borrower imposed hereby or thereby;
- (iii) Any untruthful, misleading or inaccurate information supplied by the Borrower relating to the Eligible Purposes, the Borrower, the Secondary Loan, the Secondary Borrower or to the terms of financing relating to the Eligible Purposes, including but not limited to, any breach of any representation or warranty of the Borrower set forth in the Loan Documents or any certificate delivered pursuant thereto, and any representation or warranty of the Borrower, or any information of or provided by the Borrower that contains or contained any untrue or misleading statement of fact or omits or omitted to state any material fact necessary to make the statements made therein not misleading in light of the circumstances under which they were made;
- (iv) Any breach or alleged breach by the Borrower of the covenants of the Borrower contained herein;
- (v) Any injury to or death of any person or damage to property in or upon the Bond Loan Collateral or growing out of or connected with the repair, management, ownership, operation, use, non-use, maintenance, construction, design, installation, rehabilitation, condition or occupancy of the Bond Loan Collateral or any part thereof;
- (vi) Violation or breach of any agreement, covenant, representation, warranty or condition of this Bond Loan Agreement or the Note, except by the Lender in the case of its gross negligence or willful misconduct or the Master Servicer/Trustee in the case of its gross negligence or willful misconduct;
- (vii) The deposit, storage, disposal, burial, dumping, injecting, spilling, leaking, or other placement or release in, on or from the Bond Loan Collateral, of Hazardous Substances (as defined in Section 4.11 hereof) or the violation or alleged violation of any laws related to Hazardous Substances, or official interpretation thereof in connection with the Bond Loan Collateral or the land on which the Bond Loan Collateral is located;

- (viii) All expenses reasonably incurred in the investigation of, preparation for or defense of any litigation, proceeding or investigation of any nature whatsoever related to the Bond Loan Collateral, the Eligible Purposes or the Bonds, commenced or threatened against the Borrower or an Indemnified Party;
- (ix) Any action, suit, claim, demand or proceeding contesting or affecting title to the Bond Loan Collateral;
- (x) Any suit, action, administrative proceeding, enforcement action, or governmental or private action of any kind whatsoever commenced against the Borrower, the Bond Loan Collateral, or an Indemnified Party that might adversely affect the validity or enforceability of the Bonds, the Loan Documents, or the performance by the Borrower or by any Indemnified Party of their respective obligations under the Loan Documents, the Bond Documents or any other document executed in connection therewith by the Borrower or any Indemnified Party;
- (xi) Any claims (including without limitation third party claims for personal injury or real or personal property damage), actions, administrative proceedings (including informal proceedings), judgments, damages, punitive damages, penalties, fines, costs, liabilities (including sums paid in settlements of claims), interest or losses, attorneys' fees (including any fees and expenses incurred in enforcing this indemnity), consultant fees, and expert fees that arise directly or indirectly from or in connection with the presence on the Bond Loan Collateral of hazardous substances, wetlands, tidelands or swamp and overflow lands, or any breach of Sections 4.11 or 4.12 hereof. The defense of any such claims or liabilities shall be the sole cost and obligation of the Borrower. Neither the Lender nor the Master Servicer/Trustee, or their successors and assigns, shall be obligated to assume or defend any such claim, whether asserted against the Borrower or otherwise. The Borrower shall promptly reimburse the Lender and the Master Servicer/Trustee for their respective costs of defense of any such claim, including reasonable expenses and reasonable attorney's fees and expenses; or
- (xii) Information provided by the Borrower or any Secondary Borrower or required and failed to be furnished by the Borrower or any Secondary Borrower relating to the Borrower, the Secondary Loan, the Bond Loan Collateral or the Eligible Purposes, including, without limitation, any information furnished by the Borrower or the Secondary Borrower for, and included in, or used as a basis for preparation of, any certifications, information statements or reports furnished by the Lender, any other information or certification obtained from the Borrower with respect to the transactions

contemplated by the Supplemental Indenture, the Bonds, and the Bond Documents and the carrying out by the Borrower of any of the transactions contemplated by the Bonds, the Supplemental Indenture and the Bond Documents.

All references to the Lender and the Master Servicer/Trustee in this Section 5.12 shall be deemed to include all their respective past, present, and future officers, directors, members, employees, commissioners, agents, Affiliates, servicers, Program Administrators, and other contractors and their permitted successors and assigns (also referred to herein as “Indemnified Party” or “Indemnified Parties”). The indemnification of the Master Servicer/Trustee referenced herein also covers Claims incurred by the Master Servicer/Trustee (and the Indemnified Parties) in connection with the acceptance or administration by the Master Servicer/Trustee of its trusts and duties under the Bond Loan Documents and as assignee of the Lender under this Agreement.

The Borrower shall indemnify and save each Indemnified Party harmless from any such Claims (but excluding such Claims arising from the gross negligence or willful misconduct of the Lender or the gross negligence or willful misconduct of the Master Servicer/Trustee) and upon notice from such Indemnified Party, the Borrower shall defend them or either of them in any such action or proceeding as provided below.

Any Indemnified Party, after receipt of notice of the existence of a Claim in respect of which indemnity hereunder may be sought or of the commencement of any action against an Indemnified Party in respect of which indemnity hereunder may be sought, shall notify the Borrower in writing of the existence of such Claim or commencement of such action. The Borrower shall undertake promptly to defend, at its sole cost and expense, any and all Claims against an Indemnified Party in connection with any of the matters indemnified against in this Section 5.12. In the event that any action or proceeding is brought against any Indemnified Party with respect to which indemnity may be sought under this Bond Loan Agreement, the Borrower, upon receipt of written notice from the Indemnified Party, shall assume the investigation and defense of the Claims, including the employment of counsel selected by the Borrower, subject to the reasonable approval of the Indemnified Party in such party’s sole discretion. The Borrower shall pay all expenses related to the action or proceeding, with full power to litigate, compromise or settle the same in its sole discretion, *provided* that the Lender, the CDFI Fund and the Master Servicer/Trustee, as appropriate, shall have the right to review and approve or disapprove any such compromise or settlement. If (i) an Indemnified Party determines that a potential conflict of interest exists or may arise as a result of the Borrower assuming the investigation and defense of any Claims, (ii) an Indemnified Party shall have been advised by counsel that there may be legal defenses available to it which are different from or additional to those available to the Borrower, or that a conflict exists that could affect the zealous defense of such Claims by the Borrower or (iii) the Borrower shall not have assigned the defense of such action and employed counsel therefor satisfactory to the Indemnified Party within a reasonable time after notice of commencement of such action, such Indemnified Party shall have the right to employ separate counsel in any such action or proceeding and participate in the investigation and defense of the action or proceeding, and the Borrower shall pay the fees and expenses of such separate counsel.

(b) Notwithstanding the fact that it is the intention of the parties hereto that the Lender and the Master Servicer/Trustee shall not incur any pecuniary liability by reason of (i)

the terms of this Bond Loan Agreement, the Note or the undertakings required of the Lender or the Master Servicer/Trustee hereunder, (ii) the issuance of the Bonds, (iii) the execution of the Supplemental Indenture or (iv) the performance of any act requested of the Lender by the Borrower, including all claims arising in connection with the violation of any statutes or regulation pertaining to the foregoing; nevertheless, if the Lender or the Master Servicer/Trustee should incur any such pecuniary liability, then in such event the Borrower shall indemnify and hold the Lender and the Master Servicer/Trustee harmless against all such Claims (but excluding such Claims arising from the gross negligence or willful misconduct of the Lender, and in the case of the Master Servicer/Trustee, the gross negligence or willful misconduct of the Master Servicer/Trustee) whatsoever, by or on behalf of any person, firm or corporation or other legal entity arising out of the same and all costs and expenses incurred in connection with any such Claim or in connection with any action or proceeding brought thereon, and upon notice from the Lender, the Borrower shall defend the Lender in any such action or proceeding.

(c) An Indemnified Party shall endeavor to give Borrower notice of a Claim within ten (10) days of being served with such Claim; *provided, however*, failure of an Indemnified Party to provide notification to the Borrower required under this Section 5.12 shall not operate as a waiver of the Borrower's indemnification obligations in this Section 5.12.

(d) The obligations of the Borrower under this Section 5.12 shall survive the termination of this Bond Loan Agreement and the resignation or removal of the Master Servicer/Trustee.

(e) This indemnification shall extend to and include, without limitation, all reasonable costs, counsel fees, expenses or liabilities incurred in connection with any claim to which the Borrower's indemnification obligation extends, or proceeding brought with respect to such claim, except (a) in the case of the foregoing indemnification of the Master Servicer/Trustee or any of its Indemnified Parties, to the extent such damages are caused by the gross negligence or willful misconduct of such Person, and (b) in the case of the foregoing indemnification of the Lender or any of its Indemnified Parties, to the extent such damages are caused by the gross negligence or willful misconduct of such Person.

Section 5.13. Financial Covenants and Additional Debt.

[INSERT SPECIFIC FINANCIAL COVENANTS FOR THE BORROWER]

(a) Ensure that the following financial covenants (the "Financial Covenants") are maintained by the Borrower [and the Parent Guarantor/General Partner] at all times and, unless otherwise stipulated, test and report compliance with the covenants quarterly and at fiscal year-end in accordance with the reporting requirements in Section 5.1 of this Agreement:

- (i) [the liquidity ratio of the Borrower's current assets to the Borrower's current liabilities shall be greater than [#.#].]
- (ii) [the leverage ratio of the Borrower's short-term debt plus the Borrower's long-term debt to the Borrower's total assets shall be no greater than [#.#].]

- (iii) [the debt service coverage ratio of change in the Borrower's net assets to interest plus the current portion of the Borrower's debt shall be greater than [#.#].]
- (iv) [**Net Asset Ratio:** Total Consolidated Net Assets / Total Consolidated Assets greater than or equal to the greater of: (a) 2% less than the highest net asset ratio required by other lenders or, (b) 15% (15 percent) (Total Consolidated Net Assets / Total Consolidated Assets \geq 15%). In no case will the Net Asset Ratio be higher than 25%. Total Consolidated Net Assets means the Borrower's Total Consolidated Assets minus the Borrower's Total Consolidated Liabilities (as such terms are used in the Borrower's consolidated financial statements) each determined in accordance with GAAP. Total Consolidated Assets has the meaning set forth in the Borrower's consolidated financial statements.]
- (v) [**Non-Performing Loans Ratio:** Non-Performing Loans divided by Loans Receivable Outstanding less than or equal to 10 percent (Non-Performing Loans / Loan Receivable Outstanding \leq 10 %). Loans Receivables means all outstanding amounts of principal of any loans or extension of credit made by the Borrower to its borrowers, without regard to the source of funds to make such loans. Non-Performing Loans mean any Loan Receivables as to which, on the date for which the ratio is tested, payment owing thereunder (or portion thereof) remains unpaid for sixty-one (61) days or more following the due date for such payment.]
- (vi) [**Change in Unrestricted Net Assets:** In at least two (2) out of the three (3) consecutive fiscal year periods as measured on an annual fiscal year basis, have a positive year over year change in Unrestricted Net Assets, exclusive of Non-Controlling Interests. Change in Unrestricted Net Assets for purposes of this section is defined as such term is used or amount is derived in the Borrower's audited consolidated statements of activity.]

(b) [Together with the General Partner, severally], not incur or issue additional Debt or incur Contingent Liabilities to the extent that the incurrence of such additional Debt or Contingent Liabilities would violate the financial covenants of the Borrower [or Parent Guarantor] set forth in paragraph (a) above.

(c) Contingent Liabilities which, as of the date of any test under the financial covenants set forth in this Section 5.13, have (i) matured into actual liabilities of the Borrower [or the Parent Guarantor] and (ii) are outstanding, shall be taken into account in the calculation of any indebtedness or liabilities of the Borrower [or the Parent Guarantor] for purposes of determining compliance with the financial and additional Debt covenants of the Borrower [or the Parent Guarantor] set forth above.

(d) All line items existing in the audited financial statements of the Borrower [or the Parent Guarantor] submitted in connection with the application for the Bond Loan shall, for the purposes of the calculation under this Agreement only, continue to be calculated in the manner calculated with respect to such audited financial statements so submitted (subject to GAAP

requirements). Notwithstanding the foregoing, any change in the financial statements of the Borrower [or the Parent Guarantor] made in accordance with GAAP, as GAAP may be revised from time to time, shall be disclosed to the Lender and the CDFI Fund. Any other deviations from the formulas used to calculate such line items (or equivalent line items), for the purposes of the Financial Covenants only, in future audited financial statements, or restatements of audited financial statements, submitted in connection with the application for the Bond Loan shall be subject to review and prior written approval of the Lender and the CDFI Fund, which approval shall not be unreasonably withheld. Subject to the foregoing requirements for notification and/or approval, as applicable, in the event of a change in the presentation of the Borrower's future audited financial statements, any line item in the financial statements shall be deemed to mean the line item in any column or category equivalent to such line item in the previously submitted financial statements for the purpose of calculating the Financial Covenants above.

Section 5.14. Operation and Maintenance.

(a) Exercise good faith and commercial reasonableness in discharging the rights and obligations as lender under each of the Secondary Loan Documents and Other Pledged Loan Documents;

(b) To require Secondary Borrowers and borrowers with respect to Other Pledged Loans, pursuant to the terms of the Secondary Loan Documents or Other Pledged Loan Documents, as applicable, to maintain or cause to be maintained the Bond Loan Collateral in good condition and repair, reasonable wear and tear excepted, and in material compliance with all statutes, ordinances, codes, regulations and orders of any governmental authority or court and will cause the Secondary Borrowers and such other borrowers to operate and/or manage, or cause to be operated and/or managed, the Bond Loan Collateral as a part of the operations of Secondary Borrowers and such other borrowers, and, if applicable, as revenue-producing enterprises in an efficient and economical manner, making such expenditures for equipment and for renewal, repair and replacement as may be proper for the economical operation and maintenance thereof.

Section 5.15. Consent of Borrower to Bond Trust Indenture.

Be bound by the Bond Trust Indenture and Supplemental Indenture to the extent of any provisions therein which are expressly applicable to the Borrower, as though incorporated as a part hereof.

Section 5.16. Secondary Loans; Relending.

(a) Execute (or otherwise acquire executed) Secondary Loan documents (in the form of promissory notes) with Secondary Borrowers as follows: (i) not later than twelve (12) months after the [Bond Issue] [Closing] Date, Secondary Loan documents representing at least fifty percent (50%) of the Bond Loan proceeds allocated for Secondary Loans, and (ii) not later than twenty-four (24) months after the Bond Issue [Closing] Date, Secondary Loan documents representing one hundred percent (100%) of the Bond Loan proceeds allocated for Secondary Loans. In the event that the Borrower does not comply with the foregoing requirements of clauses (i) or (ii) of this Section 5.16(a), the available Bond Loan proceeds at the end of the applicable period shall be reduced by an amount equal to the difference between the

amount required by clauses (i) or (ii), as applicable, minus the amount previously committed (in the form of executed promissory notes) to Secondary Loans in the applicable period.

(b) Ensure that each Secondary Loan is (i) originated, financed or Refinanced in the Charter Schools, Commercial Real Estate, Daycare Centers, Healthcare Facilities, Not-For-Profit Organizations, Rental Housing, and Senior Living and Long-term Care Facilities Secondary Loan asset classes _____ Secondary Loan asset class, and such other asset classes described in the Approved Secondary Capital Distribution Plan, (ii) made in accordance with the Approved Secondary Capital Distribution Plan and (iii) underwritten and approved in accordance with the Secondary Loan Requirements.

(c) Ensure that each Secondary Loan agreement, and the corresponding Secondary Loan documents, (i) comply with the requirements set forth in 12 C.F.R § 1808.307 and/or § 1808.308, as applicable, and (ii) contain all such, or substantially similar, representations, warranties and covenants of the Secondary Borrower as are required by the Regulations with respect to the Secondary Borrower, the Secondary Loan, the Eligible Purposes and the Collateral securing the Secondary Loan.

(d) Use commercially reasonable efforts to ensure that amounts on deposit, if any, in the applicable account of the Relending Fund does not equal more than ten percent (10%) of the principal amount outstanding of the Loan minus the amount on deposit in the applicable Account of the Risk-Share Pool, as of the Calculation Date (the “Relending Account Maximum”). Any amounts retained in the applicable Relending Account that exceeds the Relending Account Maximum by \$100,000 or more as of the applicable Calculation Date (as defined below) shall be transferred to the Redemption Account of the Debt Service Fund to effectuate a mandatory redemption of the Bond in accordance with Section 601(b) of the Bond Trust Indenture. The determination of the actual amount on deposit on any Calculation Date shall exclude amounts then obligated pursuant to any executed promissory notes for Secondary Loans, whether then disbursed or undisbursed. For purposes of this paragraph (d), “Calculation Date” means, following the Notification Date, the earlier of: (i) the date on which the balance in the Relending Account becomes less than or equal to the Relending Account Maximum, or (ii) six (6) months following the Notification Date (as hereinafter defined). “Notification Date” means the date on which the Master Servicer/Trustee notifies the Borrower that the balance in the Relending Account exceeds the Relending Account Maximum.

Notwithstanding anything contained in this Agreement to the contrary, so long as the Borrower is in compliance with the Required Overcollateralization as set forth in Section 5.21 hereof, the Borrower shall not be subject to the covenants and requirements related to the Relending Account herein set forth; *provided, however*, that the Relending Account shall be established by the Master Servicer/Trustee pursuant to the Bond Trust Indenture, in any event.

(e) Ensure that Secondary Loans made from proceeds of the Bond Loan directly, from repayments of preceding Secondary Loans, or from the Relending Account shall not be effectuated through the commingling of such funds with funds derived from other sources or other Bond Loans of the Eligible CDFI. Each Secondary Loan must be separate and distinct and, as such, must be evidenced by separate and distinct promissory notes and security agreements, or equivalent and other applicable instruments or contracts. Notwithstanding the foregoing, in the event that the Borrower determined to fund any such Secondary Loan from

monies other than proceeds of the Bond in connection with Required Overcollateralization under Section 5.21, such Secondary Loan shall not be considered commingled for purposes of this paragraph, *provided* that (i) the agreements and notes evidencing such Secondary Loan shall provide, with reasonable specificity, the distinct terms and conditions of the portion derived from the Bond Loan and the portion derived from monies other than the Bond Loan, and (ii) one hundred percent (100%) of such Secondary Loan shall be pledged as Bond Loan Collateral in accordance with the provisions of the Bond Loan Documents.

(f) [Engage] [Within the time period set forth in Section [5.23], engage] a qualified escrow or paying agent (which agent shall be approved by the Lender and the CDFI Fund) (the “Escrow Agent”) and enter into an [Escrow, Servicing and Disbursing Agreement] (“Escrow Agreement”), at the Borrower’s expense, to (i) receive principal payments, interest payments, and premium payments, if any, received with respect to each Secondary Loan or Other Pledged Loan directly from each Secondary Borrower or Other Pledged Loan borrower, as applicable, (ii) establish a lockbox trust or depository account for the benefit of the Lender into which such Secondary Loan Receivables and Other Pledged Loan Receivables shall be deposited, (iii) account for all amounts on deposit in such accounts, (iv) report to the Lender and the Borrower all amounts on deposit in such accounts at the request of either party, (v) provide for the collection, disbursement and general administration of amounts received from borrowers relating to taxes, insurance, replacement, operating or other reserves (“Reserves”), (vi) remit monies to the Master Servicer/Trustee or its designee in accordance with the invoice for the Bond Loan and in accordance with such Escrow Agreement as may be executed by and among the Lender, the Borrower and the Escrow Agent and (vii) so long as no Event of Default has occurred and is continuing hereunder, periodically remit any funds remaining in such lockbox or depository account following the remittance described in clause (vi) hereof directly to the Eligible CDFI; *provided* that if, notwithstanding these arrangements, the Borrower receives any payments on account of any Secondary Loan or Other Pledged Loan with respect to the principal or redemption price of or interest on any Secondary Loan or Other Pledged Loan, the Borrower shall immediately pay over such payment to the Escrow Agent to be applied as herein provided and *provided, further*, that the Reserves shall not be deemed Bond Loan Collateral and shall be available to the Borrower under all circumstances consistent with the provisions of the Secondary Loan Documents and Other Pledged Loan Documents and the Borrower shall also be entitled to receive funds, on a monthly basis, from such accounts for amounts held therein that exceed amounts due on the Bond Loan or under this Agreement or the other Loan Documents (including all amounts payable pursuant to Section 2.6 and amounts required to make up any deficiencies), and the mechanism for such payments to the Borrower shall be provided for in the applicable escrow agreements. Any successor Escrow Agent shall be approved by the Lender and the CDFI Fund.

(g) [[The Lender shall engage] [Within the time period set forth in Section [5.23], cooperate with the Lender to engage] a qualified custodian (which custodian shall be approved by the CDFI Fund) and the Lender shall enter into a custodial agreement with such qualified custodian (the “Custody Agreement”), at the Borrower’s expense, to hold the Secondary Loan Documents and Other Pledged Loan Documents as follows: [subject to Section 8.15 hereof,] (i) each original executed promissory note or other instrument of indebtedness, endorsed in blank (ii) copies of each of the original executed collateral documents documents (or, if available, after due inquiry, or if required for enforcement thereof, original executed versions of the same), including but, not limited to, mortgages, assignments of collateral and security agreements, as

applicable and (iii) copies of all other material documentation related thereto, including, but not limited to, the loan agreement or financing agreement. For purposes of this paragraph, copies shall include electronic files, such as PDFs. The Escrow Agent or the Master Servicer/Trustee may serve as the custodian. Any successor custodian shall be approved by the Lender and the CDFI Fund.]

Section 5.17. Bond Issuance Fees.

Provide monies other than proceeds of the Bonds for deposit to the Bond Issuance Fees Account for application to Bond Issuance Fees in excess of the one percent (1%) permitted to be applied from proceeds of the Bond.

Section 5.18. Americans with Disabilities Act.

The Borrower shall ensure compliance with the provisions of the Americans with Disabilities Act, to the extent codified in state and local building codes.

Section 5.19. Federal Construction Standards and Seismic Safety in Construction.

In construction related to the Eligible Purpose, the Borrower shall cause Secondary Borrowers who directly receive the proceeds of the Bond Loan to adhere to the following federal construction standards: (a) accessibility; (b) environmental impact; (c) safety; (d) historical preservation; (e) seismic activity; (f) metrification; and (g) wages. The Borrower shall cause Secondary Borrowers who directly receive the proceeds of the Bond Loan to ensure compliance with Executive Order 12699, Seismic Safety of Federal and Federally Assisted or Regulated New Building Construction.

Section 5.20. Equal Opportunity. The Borrower shall ensure compliance with the then-current equal opportunity policy statement of the Secretary.

Section 5.21. Substitution of Collateral and Required Overcollateralization.

(a) In the event any Secondary Loan or Other Pledged Loan comprising the Bond Loan Collateral is delinquent in payment of debt service for greater than ninety (90) consecutive calendar days or is not in compliance with the applicable Secondary Loan Requirements and such noncompliance with the Secondary Loan Requirements has not been waived by the CDFI Fund (the "Non-Performing Collateral"), not later than one hundred fifty (150) calendar days following the first day of such delinquency which caused the loan to be non-performing, the Borrower will substitute such Non-Performing Collateral with Secondary Loan(s) or Other Pledged Loan(s) of equal or greater outstanding principal balances which demonstrate no delinquencies in payment of debt service of greater than thirty (30) days over the two (2) immediately prior fiscal years of the debtor on such Secondary Loans or Other Pledged Loans; *provided, however*, that if the Borrower is unable to provide substitute loans in accordance with this paragraph within sixty (60) calendar days following the date any Bond Loan Collateral becomes Non-Performing Collateral, the Borrower may exercise the option to deliver cash as collateral to the Master Servicer/Trustee, and if such option is not exercised, the Borrower shall provide funds other than proceeds of the Bond Loan to effectuate a prepayment of the Bond Loan such that the Required Overcollateralization is again in compliance with the Required

Overcollateralization covenant set forth in paragraph (b) below. Any substitution of Non-Performing Collateral with performing Secondary Loans or Other Pledged Loans pursuant to this Section 5.21 shall be accompanied by the applicable Certification of Collateral.

(b) The Borrower will maintain, at all times, the outstanding principal balance of Secondary Loans and Other Pledged Loans plus other cash constituting the Bond Loan Collateral to outstanding principal amount of the Bond Loan in a ratio of not less than ____ percent (___%) (or equivalent of ___ percent (___%) overcollateralization) (the “Required Overcollateralization”), and such Required Overcollateralization may be provided by using cash in lieu of Secondary Loans as described in paragraph (a) above. Any cash provided pursuant to this Section shall be delivered to the Escrow Agent for deposit in the Required Overcollateralization Cash Account established pursuant to the Escrow Agreement. The Required Overcollateralization Cash Account is part of the Bond Loan Collateral. In any event, monies on deposit in the Required Overcollateralization Cash Account shall not be applied to the payment of regular installments of principal of or interest on the Loan. In the event that monies are to be drawn from the Required Overcollateralization Cash Account with respect to all or any portion of accelerated amounts due and payable as a result of any Event of Default in accordance with the Bond Loan Agreement or in the Promissory Note, the Escrow Agent shall transfer monies on deposit to the Master Servicer Trustee, and amounts derived from the Required Overcollateralization Cash Account shall be applied by the Master Servicer/Trustee immediately prior to the application of any other cash on hand (derived from pledged Secondary Loans or Other Pledged Loans) available on deposit with the Escrow Agent. Any cash on deposit in the Required Overcollateralization Cash Account in excess of the Required Overcollateralization shall be released back to the Borrower monthly in accordance with the provisions of the Escrow Agreement.

(c) Unless an alternative procedure is approved in writing by the CDFI Fund, the overcollateralization test (the “OC Test”) shall be carried out as follows:

- (i) Pursuant to Section 5.1(g), as soon as practicable and no later than the twentieth (20th) day of each month, or if such twentieth (20th) day is not a Business Day, then the next succeeding Business Day (the “PLM Date”), the Borrower shall deliver to the Master Servicer/Trustee the Pledged Loan Monitoring Report (“PLM Report”), as such report may be amended from time by the CDFI Fund and acceptable to the Master Servicer/Trustee, for purposes of carrying out the OC Test. On or before the third (3rd) Business Day following the PLM Date, the Lender shall confirm to the Master Servicer/Trustee, by electronic delivery of a signed certification, that it has reviewed the PLM Report and considers it to be final.
- (ii) The Lender and the Borrower shall cause the Escrow Agent to deliver each month to the Master Servicer/Trustee an escrow account statement showing the total amount on deposit in the escrow account as of the close of business on the fifteenth (15th) day of each month, which statement shall be delivered electronically on the Business Day following each PLM Date. The Master Servicer/Trustee may rely conclusively on the information contained in the PLM Report and in any statement of escrow account balances.

- (iii) Upon receipt of the Lender certification and the escrow account statement, the Master Servicer/Trustee shall perform the monthly OC Test related to the Bond Loan. The OC Test determines whether the Borrower has the Required Overcollateralization, as defined in paragraph (b) of this Section 5.21, by comparing (i) the Bond Loan Collateral to (ii) the product of (a) the Bond Loan Unpaid Principal Balance, times (b) [one hundred [NUMBER] percent (10[x]%)]. The Master Servicer/Trustee shall deliver a notice (the “OC Test Notice”) on the Business Day following receipt of the Lender certification described in paragraph (c)(i) of this Section 5.21, simultaneously to the Borrower, the Lender and the Escrow Agent informing them of the results of the OC Test. If the amount set forth in part (i) of this paragraph is equal to or greater than the amount set forth in part (ii) of this paragraph, then the Borrower is in compliance with the Required Overcollateralization and may request the Escrow Agent to release all funds in excess of the Required Overcollateralization held in the escrow account as shown on the escrow account statement. If the amount set forth in part (i) of this paragraph is less than the amount set forth in part (ii) of this paragraph, then the Borrower may not request a release of funds from the escrow account and shall pledge and deliver sufficient additional Bond Loan Collateral to comply with the Required Overcollateralization. The OC Test Notice shall also include the amount of funds that the Borrower may request from the Escrow Agent or the amount of additional Bond Loan Collateral that the Borrower must pledge and deliver.
- (iv) For purpose of performing the OC Test, the “Bond Loan Unpaid Principal Balance” shall equal the amount of principal balance outstanding on the Bond Loan after the last Loan Payment, which amount also equals the sum of the unpaid principal balance of each Advance, in each case less the sum of the principal component of each Loan Deposit already paid by the Borrower, related to the next Loan Payment. The Bond Loan Collateral amount shall be calculated by the Master Servicer/Trustee by computing the sum of (a) the outstanding balance of all Secondary Loans and Other Pledged Loans, as reported in the related PLM Report, in each case less the outstanding balance of any Secondary Loan or Other Pledged Loan that has been delinquent in payments of debt service for greater than one hundred and fifty (150) days, plus (b) the amount of any cash held as collateral by the Escrow Agent pursuant to this Section 5.21, if applicable, plus (c) the amount of funds held by the Escrow Agent as of the close of business on the fifteenth (15th) day of such month, as reported in the escrow account statement provided by the Escrow Agent.

(d) As long as the Borrower satisfies the Required Overcollateralization, the Lender and the Master Servicer/Trustee shall, upon the written request of the Borrower and with written notice to the CDFI Fund, release the lien (in whole but not in part) on any Secondary Loan or Other Pledged Loan that comprises the Bond Loan Collateral with a principal amount that is equal to or less than the amount by which the aggregate Secondary Loan or Other Pledged Loan exceeds the Required Overcollateralization.

(e) Any other provision of this Agreement notwithstanding, in the event that the holder of any junior, subordinated or parity lien on any collateral securing a Secondary Loan or Other Pledged Loan (without hereby implying the Lender's consent to any junior, subordinated or parity lien) institutes foreclosure or other proceedings for the enforcement of its remedies with respect to such Secondary Loan or Other Pledged Loan, such Secondary Loan or Other Pledged Loan shall be deemed Non-Performing Collateral and the Borrower shall substitute such Bond Loan Collateral or provide cash in lieu of such Bond Loan Collateral within sixty (60) calendar days following the date such Bond Loan Collateral becomes Non-Performing Collateral, and if such requirement is not fulfilled, the Borrower shall provide funds other than proceeds of the Bond Loan to effectuate a prepayment of the Bond Loan such that the Required Overcollateralization is again in compliance with the Required Overcollateralization covenant set forth in Section 5.21(b) above. Any substitution of Non-Performing Collateral with performing Secondary Loans or Other Pledged Loans pursuant to this Section 5.21 shall be accompanied by the applicable Certification of Collateral.

Section 5.22. [Credit Enhancement.]

[On or prior to the Closing Date, the Borrower shall deliver the Cash Collateral in the amount of \$_____ to the Master Servicer/Trustee to secure the repayment of all due and payable payment obligations of the Borrower under this Bond Loan Agreement, including, but not limited to, all or any portion of (i) debt service installments of or (ii) accelerated amounts of principal, interest and Call Premium, if any, on the Bond Loan. Pursuant to the Supplemental Indenture, the Master Servicer/Trustee shall establish a separate and dedicated account in which to deposit the Cash Collateral (the "Cash Collateral Account"). The Cash Collateral Account is part of the Bond Loan Collateral. In the event that monies are drawn from the Cash Collateral Account with respect to all or any portion of accelerated amounts due and payable as a result of any Event of Default in accordance with this Bond Loan Agreement or in the Promissory Note, amounts derived from the Cash Collateral Account shall be applied by the Master Servicer/Trustee *immediately prior* to the application of amounts derived from the Required Overcollateralization Cash Account and any cash on hand (derived from pledged Secondary Loans and Other Pledged Loans) available and on deposit with the Escrow Agent. If, as a result of a payment default under this Agreement, a deficiency occurs in the [ELIGIBLE CDFI] Debt Service Account [YEAR-__] causing a draw on the Cash Collateral Account, the Borrower will replenish the Cash Collateral Account on or before the next Loan Deposit Date. Subject to all obligations of the Borrower hereunder or in connection herewith being satisfied upon the Final Maturity Date, or the earlier prepayment in full of the Bond Loan, all funds in the Cash Collateral Account shall be remitted to the Borrower.]

[On or prior to the Closing Date, the Borrower shall cause the Parent Guarantor to deliver the Parent Guarantee for the benefit of the Lender in the amount of \$_____ in the form of a twenty-nine and one-half (29.5) year irrevocable guarantee, which will serve to guarantee payment of all due and payable payment obligations of the Borrower under this Agreement including, but not limited to, all or any portion of (i) debt service installments of or (ii) accelerated amounts of principal, interest and Call Premium, if any, on the Bond Loan. The Parent Guarantee is part of the Bond Loan Collateral and shall be assigned by the Lender to the Master Servicer Trustee as part of the Trust Estate. In any event, monies available under and derived from the Parent Guarantee shall be applied by the Master Servicer/Trustee *immediately prior* to the application of any amounts on deposit in the Risk-Share Pool Account. In the event

that the Parent Guarantee is drawn with respect to all or any portion of accelerated amounts due and payable as a result of any Event of Default in accordance with this Bond Loan Agreement or the Note, amounts derived from the Parent Guarantee shall be applied by the Master Servicer/Trustee ***immediately following*** the application of any cash on hand (derived from pledged Secondary Loans and Other Pledged Loans) available and on deposit with the Escrow Agent as of the close of business on the Business Day immediately prior to the day on which a draw on the Parent Guarantee is requested in writing.]

Section 5.23. Covenants Related to Initial Advance.]

- (a) [Not later than ninety (90) days after the date of this Agreement,
- (i) the Borrower shall comply with the requirements of Section 5.16(f) regarding engagement of the Escrow Agent and execution of the Escrow Agreement; and
 - (ii) the Lender shall comply with the requirements of Section 5.16(g) regarding engagement of a qualified custodian and execution of a custodial agreement.

(b) Not later than one hundred twenty (120) days after the date of this Agreement, the Borrower shall receive a written, irrevocable waiver of, or amendment to, any necessary covenants set forth in the related debt obligations of the Borrower, which waiver or amendment shall (x) permit the Borrower to incur the Bond Loan and (y) be executed by the applicable lender (and the Borrower, as applicable) in compliance with the waiver and amendment requirements set forth in the documents governing such debt obligation.

Upon delivery of each such waiver or amendment, the Borrower shall provide a certification as to the authenticity of such waiver or amendment, and in respect of the applicable lender, only to the best of the Borrower's knowledge.]

Section 5.24. Title to Bond Loan Collateral.

The Borrower shall ensure it has good and marketable title to the Bond Loan Collateral. The Borrower shall ensure no part of the Bond Loan Collateral is subject to any lien, mortgage, deed of trust, pledge, security interest or other encumbrance, other than as set forth in the Loan Documents and Permitted Liens. The Borrower shall ensure the Bond Loan Collateral comprises unrestricted assets of the Borrower and the security interest created in the Bond Loan Collateral is valid, binding and enforceable against the Borrower.

Section 5.25. Wetlands.

The Borrower shall ensure, to the best of Borrower's ability after due diligence, no part of the Bond Loan Collateral consists of or is classified as (i) wetlands, tidelands or swamp and overflow lands or (ii) is located in a federally designated "flood area," unless such property is in compliance with federal flood insurance requirements, including the Flood Disaster Protection Act of 1973 (42 U.S.C. 4012a (b)).

Section 5.26. Hazardous Substances.

The Borrower shall ensure, to the best of Borrower's knowledge after due inquiry, no "Hazardous Substance" is located on or in any part of the Bond Loan Collateral except as permitted by law. The term "Hazardous Substance" shall mean (a) any oil, flammable substance, explosive, radioactive material, hazardous waste or substance, toxic waste or substance or any other waste, material or pollutant which (i) poses a hazard to the Bond Loan Collateral or to persons on or about the Bond Loan Collateral, or (ii) cause the Bond Loan Collateral to be in violation of any applicable law; (b) asbestos in any form which is or could become friable, urea formaldehyde foam insulation, transformers or other equipment which contain dielectric fluid containing levels of polychlorinated biphenyls, or radon gas; (c) any chemical, material or substance defined as or included in the definition of "hazardous substances," "hazardous waste," "restricted hazardous waste," or "toxic substances" or words of similar import under any applicable local, state or federal law or under the regulations adopted or publications promulgated pursuant thereto, including, but not limited to, the Comprehensive Environmental Response, Compensation and Liability Act ("CERCLA"), 42 U.S.C. §9601 et seq.; the Resource Conservation and Recovery Act ("RCRA"), 42 U.S.C. §6901 et seq.; the Hazardous Materials Transportation Act, 49 U.S.C. §1801; the Federal Water Pollution Control Act, 33 U.S.C. §1251 et seq.; (d) any other chemical, material or substance, exposure to which is prohibited, limited or regulated by any governmental authority or may or could pose a hazard to the health and safety of the occupants of the Bond Loan Collateral or the owners and/or occupants of property adjacent to or surrounding the Bond Loan Collateral, or any other person coming upon the Bond Loan Collateral or adjacent property; and (e) any other chemical, material or substance which may or could pose a hazard to the environment. The term "Hazardous Substance" shall include, without limitation, raw materials, building components, the products of any manufacturing or other activities at the Bond Loan Collateral and wastes.

Section 5.27. Approved Secondary Capital Distribution Plan.

The Borrower shall ensure all information provided by the Borrower in the updates to the Approved Secondary Capital Distribution Plan and any other written information provided by the Borrower in connection with the Loan is true and accurate in all material respects.

ARTICLE 6
NEGATIVE COVENANTS OF THE BORROWER

The Borrower covenants and agrees that until payment in full of the Loan and the Obligations, unless the Lender otherwise consents in writing, the Borrower will not do any of the following:

Section 6.1. Additional Debt.

Incur or issue additional Debt to the extent that the incurrence of such additional Debt would violate the Financial Covenants of the Borrower.

Section 6.2. Sale, Lease or Other Disposition of Property or Current Assets.

Transfer, lease, sell or dispose of any portion of the Property to any other person, unless permitted in Section 6.3 or 6.4 hereof; *provided, however*, that so long as no Event of Default has occurred and is continuing hereunder:

(a) The Borrower may, from time to time, remove, sell or otherwise dispose of Property which has been replaced in the ordinary course of its business; *provided* that in the event that any such Property constitutes Bond Loan Collateral the replaced property shall constitute “Bond Loan Collateral” hereunder.

(b) The Borrower may, from time to time, use Current Assets to acquire new Property, goods and services, or as an investment of funds, in each case in an arm’s length transaction, or in the case of transfers to Affiliates, upon terms no less favorable to the transferor than an arm’s length transaction with a transferee which is not an Affiliate.

(c) The Borrower may, from time to time, transfer, sell, lease, or otherwise dispose of Property to the extent such sale, lease, transfer or disposition is in the ordinary course of business and will not result in a Material Adverse Effect and the value of [net assets] [total equity] of the Borrower following such transfer, sale or disposition will not be less than eighty five percent (85%) of what it was prior to such transfer, sale, lease, or disposition.

Nothing in this Section 6.2 shall be interpreted to allow the Borrower to transfer the Bond Loan Collateral, except pursuant to Section 6.4 hereof.

Section 6.3. Consolidation, Merger, Sale or Conveyance.

Merge or consolidate with any other entity or sell or convey all or substantially all of its Property and assets to any Person unless:

(a) The Borrower is the surviving, resulting or transferee corporation, as the case may be (the “Survivor”), or in the event the Borrower is not the Survivor, the Survivor (A) is a solvent corporation and is a Certified CDFI, (B) such transaction is approved in writing prior to its consummation by the Secretary, (C) such transaction would not violate the loan limits or any other provision of the Act, and (D) assumes in writing the due and punctual payment of the principal of and premium, if any, and interest on the outstanding Bonds issued under the Bond Trust Indenture according to their tenor, and the due and punctual performance and observance of all of the covenants and conditions of this Agreement, which document shall be delivered by the Survivor to the Lender and the Master Servicer/Trustee; and

(b) Immediately upon such merger consolidation or transfer, the Financial Covenants are met by the Survivor; and

(c) The total [equity] [net assets], exclusive of restricted fund balances, of the Survivor immediately following such merger, consolidation or transfer will not be less

than [ninety percent (90%)] of the total [equity] [net assets, exclusive of restricted fund balances] of the Borrower immediately prior to such merger, consolidation or transfer; and

(d) No Event of Default will have occurred by reason of such merger, consolidation or transfer, and no event will have occurred by reason of such merger, consolidation or transfer which, with the passage of time or giving of notice, would constitute an Event of Default; and

(e) Prior to any merger, consolidation or transfer, the Borrower shall deliver to the Lender and the Master Servicer/Trustee, (i) a certificate of a Borrower Representative to the effect that all of the foregoing conditions have been satisfied, which certificate shall be supported by such reports or opinions signed by an independent public accountant of nationally recognized standing and insurance consultant as the Master Servicer/Trustee or the Lender may reasonably require and (ii) an opinion of counsel to the Borrower with respect to the legal elements of paragraphs (a) and (b) of this Section 6.3.

Section 6.4. Transfer of Bond Loan Collateral.

Except as otherwise provided in this Agreement, without the prior written consent of the Secretary in the Secretary's sole discretion, pledge, sell, mortgage, encumber, lease, transfer or otherwise dispose of the Bond Loan Collateral to any Person during the life of the Loan.

Section 6.5. Limitations on Creation of Liens.

Create or suffer to be created or exist any Lien upon any of the Bond Loan Collateral, now owned or hereafter acquired by the Borrower other than Permitted Liens.

Section 6.6. Restrictions on Uses of Bond Loan Proceeds.

Apply proceeds of the Bond Loan for the following Borrower purposes, as prohibited by 12 C.F.R. § 1808.309:

- (a) Political activities;
- (b) Lobbying, whether directly or through other parties;
- (c) Outreach;
- (d) Counseling services;
- (e) Travel expenses;
- (f) For the salaries or administrative costs of the Lender or any recipients of Bond Proceeds, other than those costs covered by Bond Issuance Fees;
- (g) To fund the Risk-Share Pool;
- (h) To pay fees other than Bond Issuance Fees; or

(i) Any other prohibited use as may be specified in the applicable Notice of Guarantee Availability.

ARTICLE 7 DEFAULTS

Section 7.1. Definition of Event of Default.

Each of the following constitutes an Event of Default:

(a) The Borrower fails to pay, when due, any Loan Deposit or any other amount outstanding hereunder *provided* that no Event of Default shall occur under this clause (a) if the amount due is paid by the Borrower within ten (10) days of the date it was due and all Loan Deposits required in the prior twelve (12) months were paid; or

(b) The Borrower fails to perform or observe any term or condition of Section 5.13 and such failure shall not have been cured within thirty (30) days following the initial occurrence of such failure; or

(c) The Borrower fails to perform or observe any other term or condition hereunder and of any of the Loan Documents applicable to the Borrower or Bond Loan Collateral and such event or circumstance, if capable of being cured, is not cured within thirty (30) days after written notice thereof is given by the Lender to the Borrower; or if not curable within such thirty (30) day period, Borrower has failed to undertake to cure such event or circumstance in a reasonably timely manner; *provided, however*, that it shall not be an Event of Default hereunder if the Borrower fails to meet the threshold requirements to use Bond Loan proceeds for Secondary Loans as set forth in Section 5.16(a) hereof, so long as the Borrower has (i) had the available Bond Loan proceeds reduced by the Lender as described in Section 5.16(a) and (ii) acted in good faith and used commercially reasonable efforts to comply with Section 5.16(a); or

(d) Any of the Borrower's representations or warranties made hereunder or in any of the Loan Documents, made in any certificate or writing furnished to the Lender pursuant to any of the Loan Documents or furnished by the Borrower to the Lender in connection with the application for, or the negotiation of, this Agreement, is false or incorrect in any material respect; or

(e) With respect to any indebtedness in excess of \$100,000 of (A) the Borrower or (B) any Affiliate, (i) the principal of, or any interest on such indebtedness is not paid when due, and such non-payment is not cured within the applicable period for cure available under the note evidencing such indebtedness; or (ii) any financial covenant (including negative covenants) contained in any note, loan agreement, mortgage, indenture or other agreement relating to any such indebtedness is breached in any respects and such breach is not cured within the applicable period for cure available under such agreement, or (iii) any other term or covenant binding on the Borrower or any Affiliate (excluding those set forth in (i) and (ii) above) contained in any note, loan agreement, mortgage, indenture or other agreement relating to or evidencing any such

indebtedness is breached in any respects, such breach is not cured within the applicable period for cure available under such agreement and the creditor with respect to such indebtedness (or such other party as may be designated to exercise remedies under the applicable agreement or instrument) has exercised its right to accelerate such indebtedness; *provided, however*, that the terms of this Section 7.1(e) shall only apply to any indebtedness in excess of \$100,000 of any Affiliate of Borrower for which: (i) the Borrower has issued a guarantee, (ii) the indebtedness is a Contingent Liability of the Borrower, or (iii) the Borrower shall otherwise become liable if any such default is not cured within the applicable cure period; or

(f) A Bankruptcy Related Event occurs; or

(g) Any money judgment, writ or warrant of attachment or similar process is entered or filed against the Borrower or any of its Property and remains unvacated, unbonded or unstayed for a period of sixty (60) days from filing; or

(h) Any event of default by the Borrower pursuant to any other agreement with the CDFI Fund, the Department of the Treasury, the Bondholder, or any other agency, authority or instrumentality of the Federal Government (after expiration of any applicable grace, cure, or notice period set forth in such other agreement); or

(i) The Last Day for an Advance has expired and the proceeds of the Bond have solely been drawn for purposes of paying Bond Issuance Fees.

The Lender hereby reserves the right to waive, in its absolute and sole discretion, any event which would otherwise be classified as an Event of Default hereunder, but for such waiver; *provided* that any such waiver by the Lender shall (i) be set forth in writing, which writing shall be endorsed by an authorized representative of the Guarantor, (ii) apply only to the extent set forth in such writing (waivers may be limited or conditional) and (iii) not constitute a waiver of any Event of Default not explicitly set forth in such writing, having occurred theretofore or thereafter occurring.

Section 7.2. Remedies.

(a) Upon the occurrence of an Event of Default, the Lender may, at the direction of the Guarantor, confirmed in writing by the Guarantor within two (2) days of such direction, do any one or more of the following (without presentment, protest or notice of protest, all of which are expressly waived by the Borrower):

- (i) By written notice to the Borrower, to be effective upon dispatch, declare the principal of, and interest on, the Loan forthwith due and payable, whereupon the principal of, and interest on, the Loan will become forthwith due and payable;
- (ii) Exercise all rights granted pursuant to any of the Loan Documents, in such order and in such manner as the Lender may, in its sole and exclusive judgment, determine;

- (iii) Apply for the appointment of a receiver, trustee, liquidator or conservator of the Bond Loan Collateral, without notice and without regard for the adequacy of the security for the Loan and without regard for the solvency of Borrower or of any person, firm or other entity liable for the payment of the Loan;
- (iv) Use commercially reasonable efforts to restructure the Loan such that the Borrower begins to again make Loan Deposits, the terms of which shall be subject to the consent of the Guarantor; but, in no event shall the Maturity Date of the Loan exceed 29.5 years;
- (v) Proceed in a commercially reasonable manner to act in the capacity of receiver, trustee, liquidator or conservator of the Bond Loan Collateral and initiate proceedings as soon as practicable to liquidate such portions of the Bond Loan Collateral as legally can be the subject of liquidation at such time; and
- (vi) Pursue the rights and remedies described in and pursuant to the Agreement to Guarantee.

(b) Upon the occurrence of an Event of Default and at the behest of the Guarantor, the Lender shall terminate any obligation to make further Advances under this Agreement and declare any Advances which have been provided to the Borrower as well as the interest accrued thereon from the date the funds were received at the rates established under the terms of this Agreement, to be immediately due and payable in full to the Lender.

Section 7.3. Other Remedies.

(a) Upon the occurrence of an Event of Default and so long as an Event of Default remains uncured, the Lender may pursue any available remedy, at law or in equity to enforce the performance of or the compliance with any obligation of this Agreement, the Bond Trust Indenture or the Supplemental Indenture.

(b) No delay or omission to exercise any right or power accruing upon any Event of Default shall impair any such right or power or shall be construed to be a waiver of any such Event of Default or an acquiescence in it, and every such right or power may be exercised from time to time and as often as may be deemed expedient.

(c) No waiver of any Event of Default shall extend to or shall affect any subsequent Event of Default or shall impair any rights or remedies consequent to such Event of Default.

Section 7.4. Guarantor's Rights.

(a) Notwithstanding any provision herein to the contrary, the Guarantor shall have the right to enforce any of the provisions herein, including the Lender's rights under the Loan Documents, against the Lender and the Borrower.

(b) Upon the occurrence of an Event of Default, the Guarantor may enforce any rights accruing to it under the UCC Financing Statements. The Guarantor's exercise of its rights under this Section 7.4(b) shall be subject to the provisions of the Agreement to Guarantee which provisions are hereby incorporated herein by this reference thereto; *provided, however*, that no provisions hereof in any way limits the Guarantor's rights to administrative offset as provided under Federal law.

(c) In the event that an Event of Default shall have occurred and be ongoing under this Agreement and the Guarantor exercises its option to declare any funds which have been provided to the Borrower and the interest accrued thereon to be a Debt immediately payable in full to the Guarantor, the Guarantor may collect such funds by administrative offset against Federal program payments due to the Borrower. In instituting administrative offset, the Guarantor will transfer the Borrower from the advance payment method of payment of Federal program funds to a reimbursement payment basis so that the Borrower will only be permitted to receive credit against this Debt or payment of Federal funds on documented expenditures of institutional funds for program purposes.

(d) In the event that the Guarantor seeks to collect due to an Event of Default, above by administrative offset, as provided for in clause (c) above, the Borrower hereby waives both administrative and judicial review of the Guarantor's use of administrative offset to collect such amounts as may be owed by the Borrower to the Guarantor.

(e) In the event that the Guarantor seeks to collect due to an Event of Default or otherwise commence enforcement proceedings, the Borrower: (i) shall be responsible for any legal fees and/or collection costs incurred by the Master Servicer/Trustee, the Lender, or the Federal government, as applicable, in the course of collecting the debt or in the course of any enforcement proceeding instituted by the Master Servicer/Trustee, the Lender, or the Federal government in its effort to collect this debt; (ii) waives the issuance of service of process upon the Borrower in any suit on this debt; and (iii) waives any venue requirement in such suit.

Section 7.5. Rescission of Declaration.

If the Lender makes a declaration pursuant to Section 7.2(a) above, the Lender shall, at the written direction of the Guarantor, rescind such declaration and the consequences thereof at any time by written instrument.

ARTICLE 8 MISCELLANEOUS

Section 8.1. Further Assurance.

At any time and from time to time upon the request of the Lender, the Borrower will promptly give, execute, deliver, file and record any notice, statement, instrument, document, agreement or other paper and do such other acts and things as the Lender reasonably may request in order to effect fully the purposes of the Loan Documents, which purposes include, without

limitation, the creation, preservation, perfection or validation of any lien or security interest of the Lender in the Bond Loan Collateral.

Section 8.2. Notices.

All notices, requests, demands, and other communications herein shall be in writing, and, except as otherwise specifically provided in this Agreement, shall be deemed given (i) if hand delivered or delivered by courier, when delivered to the appropriate notice address, or (ii) if mailed by first class mail, postage prepaid to the appropriate notice address, return receipt requested, on the date indicated received on the return receipt. The parties listed below may, by notice given hereunder, designate any further or different addresses to which subsequent notices, certificates or other communications shall be sent. Any notice required or permitted hereunder shall be directed to the following notice address:

(a) If to the Lender:

[QUALIFIED ISSUER]

Attn: _____

With a copy to:

(b) If to the Borrower:

[ELIGIBLE CDFI]

Attn: _____

With a copy to:

Attn: _____

(c) If to the Master Servicer/Trustee:

The Bank of New York Mellon
101 Barclay Street, Floor 11W
New York, New York 10286
Attention: CDFI Group
Phone: (212) 815-6008
Facsimile: (212) 815-6057
Email: cdfigroup@bnymellon.com

Section 8.3. Failure or Indulgence Not Waiver.

No failure on the part of the Lender or the CDFI Fund, or the Department of the Treasury to exercise, and no delay in exercising, any right, power or remedy hereunder will operate as a waiver thereof; nor will any single or partial exercise of any right, power or remedy hereunder preclude any other or further exercise thereof or the exercise of any other right, power or remedy. The rights, powers and remedies herein provided are cumulative and not exclusive of any rights, powers and remedies otherwise available or provided by law. The Lender will not have waived or suspended its right to timely performance of the Borrower's obligations under the Loan Documents by accepting or tolerating late performance of any such obligations on one or more occasions.

Section 8.4. Expenses.

The Borrower will pay and indemnify the Lender and Master Servicer/Trustee from, and hold it harmless against (i) the cost of all items set forth in Sections 3.1(a) and (d) hereof, (ii) all out-of-pocket expenses of the Lender and the Master Servicer/Trustee in connection with the enforcement of the Loan and each of the Loan Documents and any waiver or amendment of any provision thereof and (iii) any transfer taxes, documentary taxes, assessments or charges made by any governmental authority by reason of the execution, delivery, filing, recordation, performance or enforcement of any of the Loan Documents or the Loan; including in all cases, without limitation, the reasonable fees and out-of-pocket expenses of legal counsel, accountants, appraisers, surveyors and other professional advisers to the Lender with respect to any of the above. The obligations for payments described in this Section 8.4 shall be the exclusive obligations of the Borrower, and neither the Lender nor the Master Servicer/Trustee, or their successors and assigns, shall have any obligation for any payment thereof. In the event any such payments are assessed against and are paid by either the Lender or the Master Servicer/Trustee, the Borrower shall promptly reimburse the Lender or the Master Servicer/Trustee, as the case may be. The obligations of the Borrower under this Section 8.4 will survive the repayment of the Loan. Notwithstanding anything to the contrary in any Loan Document, the Borrower will not be obligated to pay any franchise, estate, inheritance, income, excess profits or similar tax on the Lender or on or measured by the Loan or any Obligation. The provisions of this Section 8.4 will be cumulative to, and not restrictive of, any provision of any other Loan Document relating to any of the matters covered hereby.

Section 8.5. No Impairment.

The Borrower covenants that it will not, without the written consent of the Lender and the Guarantor, take any action or omit to take any action which impairs, repeals, amends or affects in any manner adverse to the Lender, the rights or interests granted to the Lender hereunder, or under any other Loan Document.

Section 8.6. Severability.

In case any provision in this Agreement or in the Note is invalid, illegal or unenforceable in any jurisdiction, such provision is severable from the remainder thereof as to such jurisdiction and the validity, legality and enforceability of the remaining provisions will not in any way be affected or impaired in any jurisdiction.

Section 8.7. Survival of Representations and Warranties.

All agreements, representations and warranties made herein or in any other Loan Document will survive the execution and delivery of the Loan Documents and the making of the Loan.

Section 8.8. Assignability.

This Agreement will be binding upon the parties hereto and their respective successors and assigns, and will inure to the benefit of the parties hereto and the successors and assigns of the Lender.

Section 8.9. Modification.

The terms and provisions of this Agreement (and of any other agreement, document, or instrument, made or executed pursuant thereto), of the Note, and of the Reimbursement Note may only be amended, waived, or modified with the prior written consent of each of the following: the Guarantor, the Lender, and the Borrower. Any such waiver will be effective only in the specific instance and for the specific purpose for which given.

Section 8.10. Counterparts.

This Agreement may be executed in any number of counterparts, each of which will be deemed to be an original but all of which taken together will constitute one (1) agreement, and any of the parties hereto may execute this Agreement by signing any such counterpart.

Section 8.11. Rights and Duties of Secretary and Replacement Lender.

In the event of the discharge or termination of the Lender by the Secretary, (i) the Bond Loan outstanding herewith at the time of such discharge or termination shall remain in full force under the terms and provisions of this Agreement and the Agreement to Guarantee, (ii) the Secretary shall have the same rights and duties as the Lender under this Agreement and the Agreement to Guarantee until such time as a replacement Lender has been appointed, and (iii) the replacement Lender upon appointment shall have the same rights and duties as the predecessor original Lender under the Agreement to Guarantee.

Section 8.12. Acknowledgment.

The Borrower acknowledges receipt of copies of the Agreement to Guarantee, the Program Financing Agreement and the Bond. The Borrower further acknowledges that the Borrower's obligations under this Agreement are to be interpreted consistently with such other documents.

Section 8.13. Governing Law.

This Agreement and the Note will be construed in accordance with, and governed by, the law of the District of Columbia except that the provisions relating to administrative offset set forth in Section 7.4 hereof shall be construed in accordance with, and governed by, Federal law.

Section 8.14. Conflicts.

In the event of any inconsistency among the provisions of this Bond Loan Agreement, the Bond Trust Indenture, and the Agreement to Guarantee, the provisions of the Bond Loan Agreement shall control, except with respect to the rights and obligations of the Master Servicer/Trustee, which shall be controlled by the Bond Trust Indenture, except to the extent that such rights and obligations of the Master Servicer/Trustee are derived from the assignment of rights and obligations of the Qualified Issuer pursuant to this Agreement.

[Section 8.15 Bond Loan Collateral Derived from Tax Exempt Bond Proceeds.]

[To the extent that Secondary Loans or Other Pledged Loans are (i) derived from the proceeds of tax exempt bonds (including, but not limited to, bonds issued under Sections 141 (Private Activity Bonds; Qualified Bonds) or 142(d) (Qualified Residential Projects) of the Internal Revenue Code) issued for the purpose of making such loan to the Secondary Borrower or Other Pledged Loan borrower, (ii) such transaction is structured according to the industry standard of using a bond trustee or similar fiduciary to secure the trust estate for the benefit of the bondholder and (iii) the Borrower is the sole bondholder, the following shall apply with respect to this Agreement and the other Bond Loan Documents, as required:

- (a) In the event the documents for such Secondary Loan or Other Pledged Loan or the related bond provides that Secondary Loan or Other Pledged Loan payments must be made to the bond trustee for the related bonds, the bond trustee for the related bonds shall constitute the Secondary Borrower or Other Pledged Loan borrower for purposes of notices and payment covenants under the Bond Loan Documents; *provided* that the bond trustee for the related bonds shall in no event constitute the Secondary Borrower or Other Pledged Loan Borrower for any other purposes, including, but not limited to Secondary Loan Requirements, Secondary Loan or Other Pledged Loan underwriting or covenant compliance with respect to the Secondary Loan Documents or Other Pledged Loan Documents; and
- (b) The bond trustee for the related bonds shall hold the promissory notes evidencing each Secondary Loan or Other Pledged Loan and the Borrower shall deposit the original, executed specimen certificates of all related bonds with the custodian in compliance with Section 5.16(g), together with (i) a closing transcript of the bond transaction (including copies of the promissory note, bond indenture and loan

agreement or their equivalents) and (ii) an original executed assignment of bond, in blank, with instructions for the custodian to release such assignment to the Master Servicer/Trustee at the Master Servicer/Trustee's instruction following the occurrence of an Event of Default; *provided, however*, that in the event that the related bonds are book-entry bonds in the custody of the Depository Trust Company ("DTC") or another "**clearing agency**" registered under Section 17A of the Securities Exchange Act of 1934, as amended, as securities depository for the related bonds, the trustee for the related bonds shall retain custody of the bond certificates in accordance with DTC guidelines or, to the extent the applicable clearing agency instructs otherwise, the bond certificates shall be held in accordance with such instructions; and *provided, further*, that in any event, the trustee for the related bonds shall be notified of the assignment of the Secondary Loan or Other Pledged Loan pursuant to the Bond Loan Documents not later than thirty (30) days following such assignment, with a copy to the Lender and the Master Servicer/Trustee; and

In any event, to the extent practicable, the Borrower shall ensure that the bonds related to the Secondary Loans or Other Pledged Loans are not book-entry bonds.]

(Signature page follows)

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be duly executed as of the date and year first above written.

[QUALIFIED ISSUER], as Qualified Issuer and Lender

By: _____
Name: _____
Title: _____

[ELIGIBLE CDFI]

By: _____
Name: _____
Title: _____

Agreed and Acknowledged:

[Parent Guarantor] [General Partner]

By: _____
Name: _____
Title: _____

[Signature page to Bond Loan Agreement]

EXHIBIT A

PROMISSORY NOTE RELATING TO [YEAR-__] BOND

[Separately attached.]

EXHIBIT B

FORM OF OPINION OF BORROWER'S COUNSEL

NOTE: The form of the legal opinion must be as set forth in this Exhibit B. The CDFI Fund will accept deviations in the legal opinion delivered at closing based on limited negotiations; however, the content of the opinion should mirror the form. That is, the delivered opinion should be redlined against the form, adding the additional language needed to the form, with opinions appearing in the order delineated in the form.

EXHIBIT B

FORM OF OPINION OF BORROWER'S COUNSEL

Secretary of the Treasury
The Department of the Treasury
c/o Deputy Assistant Secretary for Small Business, Community Development and Housing
Policy
1500 Pennsylvania Avenue, NW
Washington, DC 20220

[QUALIFIED ISSUER]
[ADDRESS]
[CITY, ST, ZIP]

Federal Financing Bank
Department of the Treasury
Main Treasury Building
1500 Pennsylvania Avenue, NW
Washington, DC 20220

The Bank of New York Mellon
101 Barclay Street, Floor 11W
New York, New York 10286

§ _____
[QUALIFIED ISSUER]
Future Advance Promissory Bond [YEAR-__]
([ELIGIBLE CDFI])

We have acted as legal counsel to **[ELIGIBLE CDFI]** (the "Borrower") in connection with that certain Bond Loan Agreement (the "Agreement") dated as of _____, 20__, between the Borrower and **[QUALIFIED ISSUER]** ("Lender"). Terms defined in the Agreement have the same meaning when used in this opinion. In giving this opinion we have examined a copy of the Agreement signed by the Borrower, originals or copies certified to our satisfaction of certain relevant corporate records of the Borrower and such other documents, records and other matters in our opinion appropriate or necessary to enable us to render our opinion. In giving this opinion letter, we have examined certain relevant corporate records of the Borrower and such other documents, records and other matters in our opinion appropriate or necessary to enable us to render our opinion, including copies of: (i) the Agreement; (ii) the Collateral Assignment; (iii) the promissory note executed by the Borrower on the date hereof in favor of the Lender (the "Note"); (iv) the Escrow Agreement; (v) the Custody Agreement; (vi) the Reimbursement Note; (vii) the Assignment of Collateral Assignment of Mortgages, Loan Documents and Security Agreements to Master Servicer/Trustee; (viii) an acknowledgment copy of a Uniform Commercial Code financing statement (the "Financing Statement") naming the

Borrower as debtor and the Lender as secured party, filed in the Office of the Secretary of State of the State of New York (the "Filing Office"); (ix) the Bond Trust Indenture; and (x) the Supplemental Indenture (items (i) to (x) above, collectively, the "Loan Documents").

Subject to the qualifications mentioned below, we are of the opinion that:

1. The Borrower is a [nonprofit] [**CORPORATE STRUCTURE**] duly organized, validly existing and in good standing under the laws of the State of [**STATE**].

2. The Borrower has the power, authority and legal right to own its assets and to conduct its business as presently conducted, to execute, deliver and perform its obligations under the Agreement, the Collateral Assignment, the Loan Documents and any agreement, document or instrument made or executed pursuant to any Loan Document, and to issue the Note and to borrow and repay the Loan.

3. The execution and delivery by the Borrower of the Agreement, the Collateral Assignment, the Note and any agreement, document or instrument made or executed pursuant to any other Loan Document to which the Borrower is a party, and the performance by the Borrower of its obligations thereunder, have been duly authorized by necessary corporate action of the Borrower.

4. The Borrower is a Certified Community Development Financial Institution in accordance with the requirements set forth in 12 C.F.R. § 1805.201, as amended.

5. The execution, delivery and performance of the Agreement, the Collateral Assignment, the Note and each of the Loan Documents by the Borrower do not: (i) violate any of the terms, conditions or provisions of the Certificate of Incorporation or the By-Laws of the Borrower; (ii) violate or contravene any provision of law, any rule or regulation or any judgment, injunction or order applicable to the Borrower or its Properties or by which it is bound or affected; (iii) violate or contravene, or result in a breach of or constitute a default or ground for acceleration of the maturity of, any mortgage, security agreement, indenture or other agreement or instrument, to which the Borrower is a party or by which the Borrower or its Properties may be bound or affected; or (iv) result in the creation or imposition of any lien or security interest on any Property of the Borrower other than as contemplated by the Agreement and the Collateral Assignment.

6. The Agreement, the Collateral Assignment, the Note and each of the other Loan Documents have been duly executed and delivered by the Borrower and are the valid, legal and binding obligations of the Borrower and enforceable against it in accordance with their terms.

7. There is no action, suit, proceeding, inquiry or investigation at law or in equity or before or by any court, public board or body pending or, to our knowledge, threatened against or affecting the Borrower: (a) wherein an unfavorable decision, ruling or finding would materially adversely affect (i) the transactions contemplated by or the validity of the Agreement, the Collateral Assignment, or any other Loan Document, or (ii) the Bond Loan Collateral or the ability of the Borrower to perform its obligations under the Agreement, the Note, the Collateral Assignment and the other Loan Documents, (b) which in any way contests the existence, organization or powers of the Borrower or the titles of the officers of the Borrower to their

respective offices, or (c) with respect to the Borrower's eligibility under 12 C.F.R. § 1805.201, as amended.

8. No authorization, approval, license or permit, including without limitation construction and zoning permits, are required, and no other action by, notice to or filing with, any governmental authority or judicial or regulatory body, is required (or, if required, such authorization, approval, license, permit, action or filing has been duly made or obtained) for the making of Secondary Loans or the due execution and delivery and performance of the obligations of the Borrower under the Agreement, the Collateral Assignment and the Loan Documents, except for the filing of the Collateral Assignment and the financing statements.

9. The provisions of the Agreement are sufficient to create in favor of the Lender and Master Servicer/Trustee, as assignee of Lender, a valid security interest in all right, title and interest of the Borrower in the Bond Loan Collateral in which a security interest may be created under Article 9 of the UCC. Upon: (i) the due filing of the financing statements with the office of the Secretary of State of [STATE], and (ii) the execution and delivery of the Loan Documents, the Lender will have perfected a security interest under Article 9 of the UCC, as applicable, in all right, title and interest of the Borrower in those items and types of the Bond Loan Collateral in which a security interest can be created under Article 9 of the UCC and perfected by the filing of a financing statement, as applicable.

The qualifications to which this opinion is subject are as follows:

(A) This opinion is limited to the laws of the District of Columbia and the State of [STATE] and the laws of the United States as in effect on the date of this opinion. No opinion is expressed as to the laws of any other jurisdiction. We note that the Agreement and the Note are expected to be governed by the laws of the District of Columbia.

(B) We assume the Agreement has been duly authorized by the Lender and will be duly executed and delivered by the Lender in accordance with such authorization.

(C) Our opinion as to the enforceability of the obligations of the Borrower under the Agreement and any instrument or other agreement required thereunder is subject to bankruptcy, insolvency, moratorium, fraudulent conveyance liquidation and similar laws affecting creditor's rights generally or to matters of public policy.

(D) Our opinion is subject to the effect of general principles of equity (regardless of whether considered in a proceeding in equity or at law).

We do not have, nor do we undertake, any obligation to update any of the opinions set forth herein.

Very truly yours,

[BORROWER'S COUNSEL]

EXHIBIT C

FORM OF REQUISITION

EXHIBIT C

FORM OF REQUISITION

\$ _____

No. [Format: ECDFI ID# - R - MMDDYYYY]

REQUISITION

[DATE]

[QUALIFIED ISSUER]

[ADDRESS]

[CITY, STATE, ZIP]

Attn: [_____]

**Re: \$ _____ [QUALIFIED ISSUER] Future Advance Promissory Bond,
[YEAR-____] ([ELIGIBLE CDFI NAME]), [FFB Bond Identifier No.]**

Ladies and Gentlemen:

Pursuant to Section 3.2(a) of the Bond Loan Agreement (the “Bond Loan Agreement”) dated as of [DATE], by and between [ELIGIBLE CDFI] (the “Borrower”) and [QUALIFIED ISSUER] (the “Lender”), I hereby submit this requisition for payment on behalf of the Borrower from the funds representing the proceeds of an Advance under the [QUALIFIED ISSUER] Future Advance Promissory Bond, [YEAR-____] (ELIGIBLE CDFI), [FFB Bond Identifier No.].

All capitalized terms, which are not defined elsewhere in this document, shall have the respective meanings ascribed thereto in the Bond Loan Agreement, and/or the Bond Trust Indenture (referenced therein).

REQUESTED AMOUNT:

The total amount of funds requested is \$_____.

Pursuant to this requisition, the funds listed below are requested to be disbursed to the persons and in the amounts designated on Schedule A hereto.

1. COSTS OF ELIGIBLE PURPOSE TO BE CHARGED AGAINST PARTICULAR ACCOUNT OF THE RELENDING FUND:

Of the total amount of funds requested, \$ _____ is being requisitioned from the Relending Account to be used to finance or Refinance Secondary Loans.

2. COSTS OF ELIGIBLE PURPOSE TO BE CHARGED AGAINST PARTICULAR ACCOUNT OF THE PROJECT FUND:

Of the total amount of funds requested, \$ _____ is being requisitioned from the Project Account to be used to fund the following Eligible Purposes:

(A) \$_____ of the amount requested is to be used to finance or Refinance Secondary Loans.

(B) \$_____ of the amount requested is to be deposited to the Bond Issuance Fees Account to provide for Bond Issuance Fees.

(C) \$_____ of the amount requested is to be applied to one (1) month of pre-funded principal on the first Advance requested and is to be deposited to the Principal Sub-Account; and \$_____ of the amount requested is applicable to one (1) month of pre-funded interest on the first Advance requested and is to be deposited to the Interest Sub-Account.

(D) \$_____ of the amount requested is to be applied to the capitalization of Loan Loss Reserves.

(E) \$_____ of the amount requested is to be applied to the reimbursement of a Secondary Borrower, the Borrower, or the Qualified Issuer for advances made in connection with Costs incurred in connection with the Eligible Purpose.

The undersigned hereby represents the following:

(1) An amount of funds other than the proceeds of the Bonds equal to the [YEAR-__] Bond Risk-Share Pool Requirement for the total amount of funds requested in (A) above is on deposit with the Master Servicer/Trustee.

(2) The sum of (i) the amount requisitioned for Bond Issuance Fees in (B) above, and (ii) all amounts requisitioned previously for Bond Issuance Fees does not exceed one percent (1%) of the aggregate principal amount of the Bond.

(3) The total amount of funds requested in (A) above is for Costs.

(4) All amounts previously requisitioned have actually been applied to finance or Refinance Costs.

(5) No Event of Default or other event which, with the giving of notice or the lapse of time or both, would become an Event of Default, has occurred and is continuing and not been waived.

(6) The amount requisitioned hereby is being expended in a manner consistent in all material respects with the representations, warranties and covenants of the Borrower in the Bond Loan Agreement.

(7) If this is the first requisition, all of conditions specified in Sections 3.1(a), (b), (c) and (d) of the Bond Loan Agreement have been satisfied.

The undersigned hereby certifies the following:

(i) the Borrower's credit committee, or its equivalent, has approved each Secondary Loan applicable to such requisition in accordance with the applicable Secondary

Loan Requirements and the Borrower's underwriting procedures;

- (ii) the Borrower has determined that the Secondary Borrower has incurred costs that are "Costs of the Eligible Purpose" under the Act and the Agreement to Guarantee eligible for payment from the proceeds of an advance made under the Bond;
- (iii) if any Secondary Loan that is the subject of this requisition is being acquired, or was previously acquired, and is being Refinanced with the proceeds of the Advance, the Borrower shall certify the original acquisition price of such Secondary Loan and the current unpaid principal balance of such Secondary Loan together with any additional details requested by Lender or the CDFI Fund for purposes of supporting the amount of the Advance to be allocated to such Secondary Loan; and
- (iv) the amount of Costs of the Eligible Purpose that the Borrower has incurred and not paid from the proceeds of an Advance previously made is at least equal to the Costs amount specified by the Borrower to the Lender in its requisition for payment.

Payment is requested by [ELIGIBLE CDFI].

(Signatures follow)

[BORROWER REPRESENTATIVE]

Signature: _____
Print Name: _____
Title: _____
Date: _____

(Signature page to Form of Requisition)

SCHEDULE A TO REQUISITION _____

REQUISITION APPROVAL NOTICE

[To be completed by the Qualified Issuer]

Notice is hereby given to the CDFI Fund that the preceding Requisition made by _____, as Borrower, has been approved by the Qualified Issuer for purposes of the Bond and Bond Loan identified therein.

1. **REQUISITIONED AMOUNT [\$_____]**
The total amount of funds that the Borrower requisitioned under its Bond Loan Agreement with the Qualified Issuer for paying Costs of the Eligible Purpose.
2. **APPROVED COSTS AMOUNT [\$_____]**
 - i. **APPROVED DISBURSEMENT FROM RELENDING FUND**
[\$_____] The portion of the Requisitioned Amount that the Qualified Issuer approves as being Costs under the Act and the Agreement to Guarantee payable from the particular account of the Relending Fund.
 - ii. **APPROVED DISBURSEMENT FROM PROJECT FUND [\$_____]**
The portion of the Requisitioned Amount that the Qualified Issuer approves as being Costs under the Act and the Agreement to Guarantee payable from the proceeds of Advances under the respective Bond.
3. **APPROVED DISBURSEMENT AMOUNT [\$_____]**
The total amount that the Qualified Issuer approves to be disbursed from the particular account of the Relending Fund and from the proceeds of Advance(s) under the respective Bond to pay Costs of the Eligible Purpose.
4. **RISK-SHARE POOL DEPOSIT AMOUNT RECEIVED [\$_____]**
The Borrower's [YEAR-__] Bond Risk-Share Pool Requirement deposit (equal to three percent (3%) of the Approved Costs Amount listed in paragraph 2(ii) above) amount received .
5. **REQUESTED ADVANCE AMOUNT [\$_____]**
The total amount of funds that are requested to be disbursed as Advance(s).
6. **REQUESTED ADVANCE DATE [MM/DD/YYYY]**
The date on which the requested Advance(s) are requested to be made (which shall not be earlier than ten (10) Business Days after the Qualified Issuer delivers the Borrower's requisition to the Master Servicer/Trustee).
7. **SPECIAL SUPPLEMENTAL INVOICE REQUIRED [YES][NO]**
The Requested Advance Date falls within 45 days of a Payment Date and the Master Servicer Trustee shall prepare a Special Supplemental Invoice pursuant to Section 2.6(c) of the Bond Loan Agreement.

I hereby certify that:

- A. I have reviewed the Borrower's requisition, promissory notes for the related Bond Loan Collateral, and accompanying certificates and determined that all required documentation is included and complete;
- B. I have determined that the Borrower has incurred costs that are Costs under the Act and the Agreement to Guarantee eligible for payment from the proceeds of an Advance;

- C. I have determined the amount of Costs that the Borrower has incurred and not paid from the proceeds of an Advance previously made under a Bond is an amount at least equal to the Approved Costs Amount specified in the associated request for an Advance;
- D. I have determined that the total of (a) the portion of Approved Costs Amount of the Advance for Bond Issuance Fees and (b) the portions of all previous Approved Costs Amounts for Bond Issuance Fees does not exceed one percent (1%) of the Bond; and
- E. I have determined that all conditions precedent provided for in the Bond Trust Indenture and the Bond Loan Agreement to the disbursement of the Advance have been complied with.

[QUALIFIED ISSUER]

Signature: _____

Print Name: _____

Title: _____

Date: _____

(Signature Page to Requisition Approval Notice)

EXHIBIT D

**FORM OF CERTIFICATION OF COLLATERAL:
SECONDARY LOAN AND
OTHER PLEDGED LOAN CERTIFICATION
AND
ITEMIZATION OF COLLATERAL**

[Separately attached.]