

**IN THE UNITED STATES BANKRUPTCY COURT  
FOR THE NORTHERN DISTRICT OF ILLINOIS  
EASTERN DIVISION**

|  |                          |
|--|--------------------------|
| IN RE:   | § Chapter 11             |
|  | §                        |
| TIMOTHY PLACE, NFP,<br>d/b/a Park Place of Elmhurst, <i>et al.</i> , | § Case No. 20-21554      |
|  | §                        |
|  | § (Jointly Administered) |
|  | §                        |
| FEIN: 20-1835089,  | §                        |
|  | §                        |
| Debtor.  | § Hon. Jacqueline P. Cox |

**PLAN SUPPLEMENT TO DEBTORS' JOINT PLAN OF REORGANIZATION  
DATED DECEMBER 15, 2020**

Timothy Place, NFP d/b/a Park Place of Elmhurst and Christian Healthcare Foundation, NFP, Debtors and Debtors-In-Possession in these jointly administered chapter 11 cases, for their “Plan Supplement To Joint Plan of Reorganization Dated December 15, 2020,” respectfully state as follows.

1. The Debtors filed the above-captioned chapter 11 cases on December 15, 2020.
2. The cases are being jointly administered pursuant this Court’s order dated December 23, 2020 [Doc. 51].
3. The Debtors filed the “Debtors’ Joint Plan of Reorganization Dated December 15, 2020” (the Plan”) on December 15, 2020 [Doc. 20].
4. This “Plan Supplement To The Debtors’ Joint Plan Of Reorganization Dated December 15, 2020” (the “Plan Supplement”) includes information and documentation to supplement the Plan.
5. **Exhibit A** to this Plan Supplement is the Debtors “Schedule of Retained Litigation, Rejected Executory Contracts and Objections to Claims.”
6. The Plan proposes that certain publicly traded bonds issued for the benefit of the Debtors by the Illinois Finance Authority on or about April 1, 2016 (which bonds are defined in the Plan

as the “2016 Bonds”) will either be redeemed or exchanged (as provided by the Plan) for a new issue of bonds which are referred to in the Plan as the “**2021 Bonds.**” The Debtors believe that the following exhibits to this Plan Supplement are true copies of the principal documents which will evidence and define the terms and provisions of the 2021 Bonds and the loan and security agreements which will secure the 2021 Bonds:

- a. **Exhibit B** is a true copy of the “Second Amended and Restated Master Trust Indenture among Timothy Place, NFP, Christian Healthcare Foundation, NFP and UMB Bank, National Association, as Master Trustee, dated as of April 1, 2021” (draft of January 21, 2021);
- b. **Exhibit C** is a true copy of the “Bond Trust Indenture between Illinois Finance Authority and UMP Bank, National Association, as Bond Trustee, dated as of April 1, 2021” (draft of January 21, 2021);
- c. **Exhibit D** is a true copy of the “Loan Agreement Dated as of April 1, 2021 by and among Timothy Place, NFP, Christian Healthcare Foundation, NFP and Illinois Finance Authority” (draft of January 21, 2021); and
- d. **Exhibit E** is a true copy of the “Second Amended and Restated Mortgage and Security Agreement by and between Timothy Place, NFP, Christian Healthcare Foundation, NFP, Mortgagors, and UMB Bank, National Association, as Master Trustee, Mortgagee, dated as of April 1, 2021 (draft of January 21, 2021).

Please note that some or all of the foregoing 2021 Bond Documents may be revised before the 2021 bond issue is completed on or about April 1, 2021

Dated: January 21, 2021

**TIMOTHY PLACE, NFP d/b/a Park Place of  
Elmhurst and CHRISTIAN HEALTHCARE  
FOUNDATION, NFP**

By: /s/ Bruce Dopke  
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## **EXHIBIT A**

### **Schedule of Retained Litigation, Rejected Executory Contracts and Objections to Claims**

#### **Retained Litigation**

Neither Timothy Place, NFP (“Timothy Place”) nor Christian Healthcare Foundation, NFP (the “Foundation”) intend to bring suit against any Resident, vendor or other person after the confirmation of the Debtors’ Joint Plan of Reorganization Dated December 15, 2020 (the “Plan”), including, without limitation, avoiding power claims under 11 U.S.C. §§ 544, 547, 548, 549 or 550.

#### **Rejection of Executory Contracts**

The Foundation is not a party to any Executory Contracts, as that term is employed and interpreted under 11 U.S.C. §365.

Timothy Place intends to assume (and not reject) each and every executory contract that it is a party to, including, without limitation, any agreement (including Residency Agreements) which it has with residents of Park Place of Elmhurst, and every executory contract which is in place with every vendor that does business with Timothy Place.

#### **Objections to Claims**

The court has set these bar dates for the filing of claims against Timothy Place and the Foundation:

Non-Governmental Creditors: February 19, 2021

Governmental Creditors: March 12, 2021

Obviously, the Plan Supplement must be filed well before any of the above bar dates occur. Only two claims have been filed thus far, as of the time of this writing.

The Foundation believes that it only has one creditor – the Bond Trustee, whose claim will be set and agreed to pursuant to the Plan.

Timothy Place reserves the right to object to any claim which is filed against it, subject to the following:

1. All claims filed by Residents under their Residency Agreements will be “assumed” and therefore, objections to those claims should be unnecessary, unless there is a bona fide dispute over the amount or other attributes of the claim.

2. All claims filed by vendors which arise from executory contracts will be “assumed” and therefore, objections to those claims should be unnecessary, unless there is a bona fide dispute over the amount or other attributes of the claim.
3. Timothy Place will use its best efforts to reconcile all claims filed against it prior to the confirmation date of the Plan. However, Timothy Place reserves its right to file objections, after the Plan is confirmed (but within the time period permitted by the Plan) to the extent that any proof of claim filed against it is not reconciled before the filing of such objection.

Draft dated January 21, 2021

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SECOND AMENDED AND RESTATED MASTER TRUST INDENTURE

among

TIMOTHY PLACE, NFP,

CHRISTIAN HEALTHCARE FOUNDATION, NFP

and

UMB BANK, NATIONAL ASSOCIATION,  
as Master Trustee

Dated as of April 1, 2021

Direct Note Obligations

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This instrument was prepared by:

Chapman and Cutler LLP  
111 West Monroe Street  
Chicago, Illinois 60603

EXHIBIT B TO PLAN SUPPLEMENT

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- Exhibit E — List of Obligated Group Members
- Exhibit F — Permitted Encumbrances
- Exhibit G — Entrance Fees
- Exhibit H — 10 Year Capital Budget

## SECOND AMENDED AND RESTATED MASTER TRUST INDENTURE

This is a SECOND AMENDED AND RESTATED MASTER TRUST INDENTURE dated as of April 1, 2021 (the “*Master Indenture*”) among TIMOTHY PLACE, NFP, an Illinois not for profit corporation (the “*Corporation*”), CHRISTIAN HEALTHCARE FOUNDATION, NFP, an Illinois not for profit corporation (the “*Foundation*”), as the initial members of the Obligated Group hereinafter referred to, and UMB BANK, NATIONAL ASSOCIATION, a national banking association duly established, existing and authorized to accept and execute trusts of the character herein set out under and by virtue of the laws of the United States, with its designated corporate trust office at 120 Sixth Street South, Suite 1400 Minneapolis MN 55402 herein called the “*Master Trustee*.”

### RECITALS:

The Corporation and the Foundation (the “*Initial Members*”) entered into a Master Trust Indenture dated as of May 1, 2010 (the “*Original Master Indenture*”) with Wells Fargo Bank, N.A., as prior master trustee for the purpose, among other things, of issuing their (i) \$109,115,000 Direct Note Obligation, Series 2010A (the “*Series 2010A Obligation*”), (ii) \$7,875,000 Direct Note Obligation, Series 2010B (the “*Series 2010B Obligation*”), (iii) \$5,000,000 Direct Note Obligation, Series 2010C (the “*Series 2010C Obligation*”), (iv) \$10,275,000 Direct Note Obligation, Series 2010D-1 (the “*Series 2010D-1 Obligation*”), (v) \$15,350,000 Direct Note Obligation, Series 2010D-2 (the “*Series 2010D-2 Obligation*”), (vi) \$15,275,000 Direct Note Obligation, Series 2010D-3 (the “*Series 2010D-3 Obligation*”) and (vii) \$12,650,000 Direct Note Obligation, Series 2010E (the “*Series 2010E Obligation*” and, together with the Series 2010A Obligation, the Series 2010B Obligation, the Series 2010C Obligation, the Series 2010D-1 Obligation, the Series 2010D-2 Obligation and the Series 2010D-3 Obligation, the “*Series 2010 Obligations*”).

On January 17, 2016, the Corporation and the Foundation filed voluntary bankruptcy petitions under Chapter 11 of Title 11 of the United States Code, and pursuant to such petitions and the plan of reorganization confirmed by the bankruptcy court, an amendment and restatement of the Original Master Indenture was approved in the form of the Amended and Restated Master Indenture dated as of April 1, 2016 (the “*Amended Master Indenture*”) and the outstanding Series 2010 Obligations were exchanged on April 1, 2016 for the (i) \$103,691,500 Direct Note Obligation, Series 2016A (the “*Series 2016A Obligation*”), (ii) \$20,514,750 Direct Note Obligation, Series 2016B (the “*Series 2016B Obligation*”), and (iii) \$21,918,750 Direct Note Obligation, Series 2016C (the “*Series 2016C Obligation*” and together with the Series 2016A Obligation and Series 2016B Obligation, the “*Series 2016 Obligations*”).

On December 15, 2020, the Corporation and the Foundation filed voluntary bankruptcy petitions under Chapter 11 of Title 11 of the United States Code, and pursuant to such petitions and the plan of reorganization (the “*Plan*”) confirmed by the bankruptcy court (the “*Confirmation Order*”), the amendment and restatement of the Amended Master Indenture has been approved.

Pursuant to the Plan, the outstanding Series 2016A Obligation and the Series 2016B Obligation will be exchanged on \_\_\_\_\_ 1, 2021, the effective date of the Plan (the “*Effective Date*”) for a \$107,269,103 Direct Note Obligation, Series 2021 (the “*Series 2021 Obligation*”).

issued under this Master Indenture and the Series 2016C Obligation will be paid as set forth in the Plan and cancelled.

The Members are authorized by law, and deem it necessary and desirable that they be able to issue Direct Note Obligations and other evidences of indebtedness (collectively, the “*Obligations*”) hereunder in order to secure the financing or refinancing of senior residential and health care facilities and for other lawful and proper corporate purposes.

The Initial Members also desire to provide in this Master Indenture for other legal entities to join with the Initial Members in the future in pooling credit resources in order to achieve lower borrowing costs and to become jointly and severally liable with the Initial Members and such other entities for the payment of the Obligations and the performance of all covenants contained herein. The Initial Members and each legal entity incurring such joint and several liability in accordance with the terms hereof are herein referred to individually as a “*Member*” and collectively as the “*Members*” or the “*Obligated Group*.”

All acts and things necessary to make the Series 2021 Obligation (as such term is hereinafter defined), when authorized and executed by the Initial Members and authenticated and delivered by the Master Trustee as in this Master Indenture provided, the valid, binding and legal obligations of the Obligated Group, and to constitute these presents a valid indenture and agreement according to its terms, have been done and performed, and the execution of this Master Indenture and the issuance hereunder of the Series 2021 Obligation have in all respects been duly authorized, and the Initial Members, in the exercise of the legal right and power vested in them, execute this Master Indenture and propose to make, execute, issue and deliver the Series 2021 Obligation, and the Members of the Obligated Group may make, execute, issue and deliver one or more Additional Obligations of various series.

In order to declare the terms and conditions upon which Obligations of each series are authenticated, issued and delivered, and in consideration of the premises, of the purchase and acceptance of Obligations of each series by the holders thereof and the sum of One Dollar to them duly paid by the Master Trustee at the execution of these presents and of other good and lawful consideration, the receipt of which is hereby acknowledged, the Members covenant and agree with the Master Trustee, for the equal and proportionate benefit of the respective holders from time to time of all Senior Obligations and then for the equal and proportionate benefit of the respective holders from time to time of all Subordinate Obligations, as follows:

#### GRANTING CLAUSES

That each Member of the Obligated Group in consideration of the premises and of the purchase of the Obligations and of other good and lawful consideration, the receipt of which is hereby acknowledged, and to secure the payment of the principal of, premium, if any, and interest on the Obligations and the performance and observance of all of the covenants and conditions herein or therein contained, has executed and delivered this Master Indenture and has conveyed, mortgaged, granted, assigned, transferred, pledged, set over and confirmed and granted a security interest in, and by these presents does hereby convey, mortgage, grant, assign, transfer, pledge, set over and confirm and grant a security interest in, unto the Master Trustee, its successor or

successors and its or their assigns forever, with power of sale, all and singular the property, real and personal, hereinafter described (said property being herein sometimes referred to as the “*trust estate*”) to wit:

### **DIVISION I**

Any funds or property held by the Master Trustee under this Master Indenture or under the Mortgage;

### **DIVISION II**

All Gross Revenues of the Obligated Group Members, but except and excluding all such items now owned by the Obligated Group Members, which by their terms or by reason of applicable law would become void or voidable if granted, assigned or pledged hereunder by the Obligated Group (including under current law, the restriction on the assignment of Medicaid and Medicare payments); and

### **DIVISION III**

Any and all other property of every kind and nature from time to time hereafter, by delivery or by writing of any kind, conveyed, pledged, assigned or transferred as and for additional security hereunder by any Member or by anyone on its behalf to the Master Trustee, including, without limitation, funds of any Member held by the Master Trustee as security for the Obligations;

TO HAVE AND TO HOLD, all and singular, the properties, the rights and privileges hereby conveyed, assigned and pledged by the Members or intended so to be, unto the Master Trustee its successors and assigns forever, in trust, nevertheless, with power of sale, first for the equal and pro rata benefit and security of all Senior Obligations issued hereunder, without preference, priority or distinction as to participation in the lien, benefit and protection hereof of one Senior Obligation over or from the others, by reason of priority in the issue or negotiation or maturity thereof, or for any other reason whatsoever, except as herein otherwise expressly provided, so that each and all of such Senior Obligations shall have the same right, lien and privilege under this Master Indenture and shall be equally secured hereby with the same effect as if the same had all been made, issued and negotiated simultaneously with the delivery hereof and were expressed to mature on one and the same date, and second, for the equal and pro rata benefit and security of all Subordinate Obligations issued hereunder, without preference, priority or distinction as to participation in the lien, benefit and protection hereof of one Subordinate Obligation over or from the others, by reason of priority in the issue or negotiation or maturity thereof, or for any other reason whatsoever, except as herein otherwise expressly provided, so that each and all of such Subordinate Obligations shall have the same right, lien and privilege under this Master Indenture and shall be equally secured hereby with the same effect as if the same had all been made, issued and negotiated simultaneously with the delivery hereof and were expressed to mature on one and the same date;

*PROVIDED, HOWEVER*, at the written request of the Obligated Group Agent, the Master Trustee will execute and deliver, at the cost of the Obligated Group, such appropriate documents,

including, without limitation, releases and termination statements releasing and/or terminating the Lien created hereunder on those Gross Revenues that are sold to the extent expressly permitted by this Master Indenture; and *provided, further*, that Gross Revenues pledged hereunder may be made subject to a Lien to the extent expressly permitted hereunder;

*PROVIDED, NEVERTHELESS*, and these presents are upon the express condition that, if the Members or their successors or assigns shall well and truly pay or cause to be paid the principal of such Obligations with interest, according to the provisions set forth in the Obligations and each of them shall provide for the payment or redemption of such Obligations by depositing or causing to be deposited with the Master Trustee the entire amount of funds or securities requisite for payment or redemption thereof when and as authorized by the provisions hereof, and shall also pay or cause to be paid all other sums payable hereunder by the Members, then these presents and the estate and rights hereby granted shall cease, determine and become void, and thereupon the Master Trustee, on payment of its lawful charges and disbursements then unpaid, on demand of the Members and upon the payment of the cost and expenses thereof, shall duly execute, acknowledge and deliver to the Members such instruments of satisfaction or release as may be necessary or proper to discharge this Master Indenture of record, and if necessary shall grant, reassign and deliver to the Members, their successors or assigns, all and singular the property, rights, privileges and interests by them hereby granted, conveyed and assigned, and all substitutes therefor, or any part thereof, not previously disposed of or released as herein provided; otherwise this Master Indenture shall be and remain in full force.

## ARTICLE I

### DEFINITIONS

In addition to the words and terms elsewhere defined in this Master Indenture, the following words and terms as used in this Master Indenture shall have the following meanings unless the context or use indicates another or different meaning or intent:

“*Act*” means the Illinois Finance Authority Act of the State of Illinois, as from time to time amended.

“*Additional Indebtedness*” means Indebtedness incurred by any Member subsequent to the issuance of the Series 2021 Obligation.

“*Additional Obligations*” means any evidence of Indebtedness issued after the issuance of the Series 2021 Obligation authorized to be issued by a Member pursuant to this Master Indenture which has been authenticated by the Master Trustee pursuant to Section 204 hereof.

“*Affiliate*” means a corporation, partnership, joint venture, association, business trust or similar entity (a) which controls, is controlled by or is under common control with, directly or indirectly, a Member; or (b) a majority of the members of the Directing Body of which are members of the Directing Body of a Member. For the purposes of this definition, control means with respect to: (a) a corporation having stock, the ownership, directly or indirectly, of more than 50% of the securities (as defined in Section 2(1) of the Securities Act of 1933, as amended) of any

class or classes, the holders of which are ordinarily, in the absence of contingencies, entitled to elect a majority of the directors of such corporation; (b) a not for profit corporation not having stock, having the power to elect or appoint, directly or indirectly, a majority of the members of the Directing Body of such corporation; or (c) any other entity, the power to direct the management of such entity through the ownership of at least a majority of its voting securities or the right to designate or elect at least a majority of the members of its Directing Body, by contract or otherwise. For the purposes of this definition, “*Directing Body*” means with respect to: (a) a corporation having stock, such corporation’s board of directors and the owners, directly or indirectly, of more than 50% of the securities (as defined in Section 2(1) of the Securities Act of 1933, as amended) of any class or classes, the holders of which are ordinarily, in the absence of contingencies, entitled to elect a majority of the corporation’s directors (both of which groups shall be considered a Directing Body); (b) a not for profit corporation not having stock, such corporation’s members if the members have complete discretion to elect the corporation’s directors, or the corporation’s directors if the corporation’s members do not have such discretion; and (c) any other entity, its governing board or body. For the purposes of this definition, all references to directors and members shall be deemed to include all entities performing the function of directors or members however denominated.

“*Affiliate Related Subordinated Indebtedness*” means (a) Providence Subordinated Debt, (b) deferred portions of the management fees due to the Initial Manager as set forth in the Management Agreement and the Management Subordination Agreement, and (c) fees and other amounts due to an Affiliate of a Member for money borrowed, credit extended or services rendered, the payment of which are deferred or not yet payable at the time of calculation and which are subordinate to payments due on all Obligations issued hereunder in accordance with written agreements between such Affiliates and a Member.

“*AL Occupancy Requirements*” shall have the meaning set forth in Section 426 hereof.

“*Annual Budget*” the annual budget as defined in Section 414 hereof.

“*Assisted Living Units*” means the assisted living units that are part of the Series 2010 Project.

“*Authority*” means the Illinois Finance Authority, a body politic and corporate created and existing under and by virtue of the Act, and its successors and assigns.

“*Base Management Fee*” means a monthly fee due under the Management Agreement equal to \$30,000.

“*Bond Documents*” means any Related Bond Indenture, the Mortgage, any Related Loan Agreement, this Master Indenture, the Series 2021 Bonds, the Series 2021 Obligation, Deposit Account Control Agreement, the Subordination Agreement and any other documents entered into in connection with the Series 2021 Bonds or any Related Bonds.

“*Bondholder,*” “*holder,*” “*owner*” or “*owner of the Bonds*” means the registered owner of any Related Bond.

“*Book Value*,” when used with respect to Property of a Member, means the value of such Property, net of accumulated depreciation and amortization, as reflected in the most recent audited financial statements of such Member which have been prepared in accordance with generally accepted accounting principles, and, when used with respect to Property of all Members, means the aggregate of the values of such Property, net of accumulated depreciation and amortization, as reflected in the most recent audited combined or consolidated financial statements of the Obligated Group prepared in accordance with generally accepted accounting principles, *provided* that such aggregate shall be calculated in such a manner that no portion of the value of any Property of any Member is included more than once.

“*Capital Budget*” means the annual budget for capitalized expenditures as defined in Section 414 hereof.

“*Capital Expenditure Fund*” means the fund created under Section 431 hereof.

“*Capitalized Lease*” means any lease of real or personal property which, in accordance with generally accepted accounting principles, is required to be capitalized on the balance sheet of the lessee.

“*Capitalized Rentals*” means, as of the date of determination, the amount at which the aggregate Net Rentals due and to become due under a Capitalized Lease under which a Person is a lessee would be reflected as a liability on a balance sheet of such Person.

“*Cash and Investments*” means the sum of cash, cash equivalents, marketable securities, including without limitation board-designated assets, and amounts, if any, on deposit in the Operating Account, the Operating Reserve Fund, the Liquidity Support Fund and the Revenue Fund, but excluding (a) trustee-held funds other than the Operating Reserve Fund, the Liquidity Support Fund and the Revenue Fund, (b) donor-restricted funds to the extent that the payment of debt service on the Indebtedness of the Obligated Group would be inconsistent with the donor’s restrictions and (c) any funds pledged or otherwise subject to a security interest for debt other than the Obligations, as shown on the most recent audited or unaudited financial statements of the Obligated Group. Any amounts on deposit in a Debt Service Reserve Fund created under the Series 2021 Bond Indenture and any other debt service reserve fund created under a Related Bond Indenture, shall be excluded from the calculation of Cash and Investments for the purposes of determining the number of Days Cash on Hand of the Obligated Group.

“*Code*” means the Internal Revenue Code of 1986, as amended from time to time. Each reference to a section of the Code shall be deemed to include the United States Treasury Regulations, including temporary and proposed regulations relating to such section.

“*Construction Index*” means the most recent issue of the “Dodge Construction Index for U.S. and Canadian Cities” with reference to the city in which the subject property is located (or, if such Index is not available for such city, with reference to the city located closest geographically to the city in which the subject property is located), or, if such Index is no longer published or used by the federal government in measuring costs under Medicare or Medicaid programs, such other index which is certified to be comparable and appropriate by the Obligated Group Agent in an

Officer's Certificate delivered to the Master Trustee and which other index is not objected to by the Master Trustee.

*"Consultant"* means a professional consulting, accounting, investment banking or commercial banking firm selected by the Obligated Group Agent in accordance with the provisions of Section 434 hereof, having the skill and experience necessary to render the particular report required and having a favorable reputation for such skill and experience, which firm is not a Member of the Obligated Group, does not control any Member of the Obligated Group or any Affiliate thereof and is not controlled by or under common control with any Member of the Obligated Group or an Affiliate thereof.

*"Consumer Price Index"* means the non-seasonally adjusted U.S. City Average All Items Consumer Price Index for All Urban Consumers as released monthly by the U.S. Department of Labor, Bureau of Labor Statistics.

*"Contributions"* means the aggregate amount of all contributions, grants, gifts, bequests and devises actually received in cash or marketable securities by any Person in the applicable fiscal year of such Person and any such contributions, grants, gifts, bequests and devises originally received in a form other than cash or marketable securities by any Person which are converted in such fiscal year to cash or marketable securities. Contributions shall include payments received from any Affiliate of an Obligated Group Member.

*"Corporation"* means Timothy Place, NFP d/b/a Park Place of Elmhurst, an Illinois not-for-profit corporation, and to the extent permitted hereby, its successors and assigns and any surviving, resulting or transferee corporation.

*"Current Value"* means (i) with respect to Property, Plant and Equipment: (a) the aggregate fair market value of such Property, Plant and Equipment as reflected in the most recent written report of an appraiser selected by the Obligated Group Agent and not objected to by the Master Trustee and, in the case of real property, who is a member of the American Institute of Real Estate Appraisers (MAI), delivered to the Master Trustee (which report shall be dated not more than three years prior to the date as of which Current Value is to be calculated) increased or decreased by a percentage equal to the aggregate percentage increase or decrease in the Construction Index from the date of such report to the date as of which Current Value is to be calculated, minus the fair market value (as reflected in such most recent appraiser's report) of any Property, Plant and Equipment included in such report but disposed of since the last such report increased or decreased by a percentage equal to the aggregate percentage increase or decrease in the Construction Index from the date of such report to the date as of which Current Value is to be calculated; plus (b) the Book Value of any Property, Plant and Equipment acquired since the last such report increased or decreased by a percentage equal to the aggregate percentage increase or decrease in the Construction Index from the date of such acquisition to the date as of which Current Value is to be calculated, minus (c) the Book Value of any such Property, Plant and Equipment acquired since the last such report but disposed of and (ii) with respect to any other Property, the fair market value of such Property, which fair market value shall be evidenced in a manner satisfactory to the Master Trustee.



*“Days Cash on Hand”* means, as of the date of calculation, the amount determined by dividing (a) the amount of Cash and Investments on such date by (b) the quotient obtained by dividing Expenses (including interest on Indebtedness but excluding provisions for bad debt, amortization, depreciation, any other non-cash expenses or capital expenditures (but only to the extent such capital expenditures were funded by amounts in the Capital Expenditures Fund)) for the four most recent Fiscal Quarters ending on the calculation date, based on audited and unaudited financial statements, by 365/366.

*“Debt Service Requirements”* means, with respect to the period of time for which calculated, the aggregate of the payments required to be made during such period in respect of principal (whether at maturity, as a result of mandatory sinking fund redemption, mandatory prepayment or otherwise) and interest on outstanding Funded Indebtedness of each Person or a group of Persons with respect to which calculated; *provided* that: (a) the amount of such payments for a future period shall be calculated in accordance with the assumptions contained in Sections 415 and 416 hereof; (b) interest shall be excluded from the determination of the Debt Service Requirements to the extent that Funded Interest is available to pay such interest; (c) principal of Indebtedness shall be excluded from the determination of Debt Service Requirements to the extent that amounts are on deposit in an irrevocable escrow and such amounts (including, where appropriate, the earnings or other increment to accrue thereon) are required to be applied to pay such principal and such amounts so required to be applied are sufficient to pay such principal and such Indebtedness is no longer Outstanding; (d) principal of Indebtedness shall be excluded from the determination of Debt Service Requirements to the extent moneys were initially deposited and are on deposit as of the date of calculation in a debt service reserve fund which requires that moneys on deposit in the debt service reserve fund be used to pay a principal payment in the final year of such Indebtedness, and except for the payment to be received from such debt service reserve fund, the Indebtedness would have had approximately level debt service; (e) any annual fees payable in respect of a credit facility issued to secure any series of Related Bonds, if any (other than annual fees to be paid from proceeds of a bond issue escrowed for such purpose) shall be included in the determination of Debt Service Requirements, (f) with respect to any Funded Indebtedness for which the number of actual payments of principal in any Fiscal Year is greater than those in the immediately preceding and/or succeeding Fiscal Years solely by reason of the fact that such principal payments are scheduled to occur other than on a specified date or dates, the first or last principal payment in such Fiscal Year, as the case may be, for which the number of payments is higher shall be deemed to be required to be made in the next preceding or succeeding Fiscal Year, as appropriate, so as to have an equal number of principal payments in each Fiscal Year, and (g) all payments due on any Affiliate Related Subordinated Indebtedness shall be excluded from the determination of Debt Service Requirements.

*“Defaulted Interest”* means interest on any Related Bond of a particular series which is payable but not duly paid on the date due.

*“Disclosure Statement”* means that certain Disclosure Statement for the Debtor’s Plan of Reorganization Under Chapter 11 of the Bankruptcy Code as approved by the Bankruptcy Court.

*“EMMA”* means the Electronic Municipal Market Access system as described in the Securities Exchange Act of 1934, as amended by Release No. 59062, and maintained by the

Municipal Securities Rulemaking Board for purposes of Rule 15c2-12, or any similar system that is acceptable to the Securities and Exchange Commission.

*“Encumbered”* means, with respect to Property, subject to a Lien.

*“Entrance Fees”* means fees, other than security deposits, monthly rentals or monthly service charges, paid to a Member by residents of living units for the purpose of obtaining the right to reside in those living units or to obtain a parking space including any refundable resident deposits described in any lease, residency agreement or similar agreement with respect to those living units or parking spaces, but shall not include any such amounts held in escrow or otherwise set aside pursuant to the requirements of any such agreement or a reservation agreement prior to the occupancy of the living unit or parking space covered by such lease, residency agreement or similar agreement (which amounts shall be included if and when occupancy occurs).

*“Entrance Fee Fund”* means the fund created under Section 427 hereof.

*“Escrow Obligations”* means, (a) with respect to any Obligation which secures a series of Related Bonds, the obligations permitted to be used to refund or advance refund such series of Related Bonds under the Related Bond Indenture, or (b) in all other cases (i) Government Obligations, (ii) obligations of any agency or instrumentality of the United States Government, (iii) certificates of deposit issued by a bank or trust company which are (A) fully insured by the Federal Deposit Insurance Corporation, Federal Savings and Loan Insurance Corporation or similar corporation chartered by the United States or (B) secured by a pledge of any United States Government Obligations having an aggregate market value, exclusive of accrued interest, equal at least to the principal amount of the certificates so secured, which security is held in a custody account by a custodian satisfactory to the Master Trustee, (iv) obligations issued by any state of the United States or any political subdivision, public instrumentality or public authority of any state, which obligations are not callable before the date the principal thereof will be required and which obligations are fully secured by and payable solely from Government Obligations, which securities are held pursuant to an agreement in form and substance not objected to by the Master Trustee, or (v) shares or certificates in any short-term investment fund which is maintained by the Master Trustee or a Related Bond Trustee or any of their affiliates.

*“Excess Cash”* shall have the meaning set forth in Section 429 hereof.

*“Excluded Property”* means (a) any assets of “employee pension benefit plans” as defined in the Employee Retirement Income Security Act of 1974, as amended, and (b) any moneys and securities held as an entrance fee deposit or security deposit, or in a resident trust fund, for any resident of any Facility of a Member prior to such resident’s occupancy of any Facility.

*“Expenses”* means, for any period, the aggregate of all expenses calculated under generally accepted accounting principles, including without limitation any taxes, incurred by the Person or group of Persons involved during such period, minus (a) interest on Funded Indebtedness, (b) depreciation and amortization, (c) extraordinary expenses, losses on the sale, disposal or abandonment of assets other than in the ordinary course of business and losses on the extinguishment of debt or termination of pension plans, (d) any expenses resulting from a

forgiveness of or the establishment of reserves against Indebtedness of an Affiliate which does not constitute an extraordinary expense, (e) losses resulting from any reappraisal, revaluation or write-down of assets other than bad debts, (f) any losses from the sale or other disposition of fixed or capital assets, (g) any losses resulting from changes in the valuation of investment securities and unrealized changes in the value of derivative instruments or resulting from the temporary impairment of investment securities, (h) any other non-cash expenses, and (i) any Management Fees, other than the Base Management Fee, that has been deferred from the year in which they were originally due as a result of subordination. If such calculation is being made with respect to the Obligated Group, any such expenses attributable to transactions between any Member and any other Member shall be excluded. Generally, any transfers of cash made pursuant to Section 417 are not included in the definition of “Expenses.”

“*Facility*” or “*Facilities*” means all land, leasehold interests and buildings and all fixtures and equipment (as defined in the Uniform Commercial Code or equivalent statute in effect in the state where such fixtures or equipment are located) of a Person.

“*Fiscal Quarter*” means each three month period ended March 31, June 30, September 30 and December 31.

“*Fiscal Year*” means any 12-month period beginning on January 1 and ending on December 31 of a calendar year or such other consecutive 12-month period selected by the Obligated Group Agent as the fiscal year for the Members.

“*Fitch*” means Fitch Ratings Inc., a corporation organized and existing under the laws of the State of New York, its successors and assigns, and if such corporation shall be dissolved or liquidated or shall no longer perform the functions of a securities rating agency, “Fitch” shall be deemed to refer to any other nationally recognized securities rating agency designated by the Master Trustee at the written direction of the Obligated Group Agent.

“*Foundation*” means Christian Healthcare Foundation, NFP, doing business as Providence Healthcare Foundation, an Illinois not-for-profit corporation, and its successors and assigns and any surviving, resulting or transferee corporation.

“*Funded Indebtedness*” means, with respect to any Person, (a) all Indebtedness of such Person for money borrowed, credit extended, incurred or assumed which is not Short-Term and (b) Capitalized Rentals under Capitalized Leases entered into by the Person; *provided, however*, that (i) Indebtedness that could be described by more than one of the foregoing categories shall not in any case be considered more than once for the purpose of any calculation made pursuant to this Master Indenture and (ii) the Affiliate Related Subordinated Indebtedness shall not be considered Funded Indebtedness.

“*Funded Interest*” means amounts irrevocably deposited in an escrow or other trust account to pay interest on Funded Indebtedness or Related Bonds and interest earned on amounts irrevocably deposited in an escrow or other trust account, to the extent such amounts so deposited are required to be applied to pay interest on Funded Indebtedness or Related Bonds.

“*Governing Body*” means, with respect to a Member, the board of directors, the board of trustees or similar group in which the right to exercise the powers of corporate directors or trustees is vested.

“*Government Obligations*” means securities which consist of (a) United States Government Obligations or (b) evidences of a direct ownership in future interest or principal payments on United States Government Obligations, which obligations are held in a custody account by a bank or trust company organized and existing under the laws of the United States of America or any state thereof in the capacity of custodian satisfactory to the Master Trustee pursuant to the terms of a custody agreement.

“*Gross Revenues*” means all receipts, revenues, rentals, income, insurance proceeds (including, without limitation, all Medicaid, Medicare and other third-party payments), condemnation awards, Entrance Fees and other moneys received by or on behalf of any Obligated Group Member, including (without limitation) revenues derived from (a) the ownership, operation or leasing of any portion of the Facilities (including, without limitation, fees payable by or on behalf of residents of the Facilities) and all rights to receive the same, whether in the form of accounts, general intangibles or other rights, and the proceeds of such accounts, general intangibles and other rights, whether now existing or hereafter coming into existence or whether now owned or held or hereafter acquired, and (b) gifts, grants, bequests, donations and contributions heretofore or hereafter made that are legally available to meet any of the obligations of the Obligated Group Member incurred in the financing, operation, maintenance or repair of any portion of the Facilities; *provided, however*, that there shall be excluded from Gross Revenues (i) any amounts received by an Obligated Group Member as a billing agent for another entity, except for fees received for serving as billing agent, (ii) gifts, grants, bequests, donations and contributions to an Obligated Group Member heretofore or hereafter made, and the income and gains derived therefrom, which are specifically restricted by the donor or grantor to a particular purpose which is inconsistent with their use for payments required under this Master Indenture, (iii) any moneys received by any Obligated Group Member from prospective residents or commercial tenants in order to pay for customized improvements to those Independent Living Units or other areas of the Facilities to be occupied or leased to such residents or tenants, (iv) payments or deposits under a Residency Agreement that by its terms or applicable law are required to be held in escrow or trust for the benefit of a resident until the conditions for the release of such payment or deposit have been satisfied, and (v) all deposits and/or advance payments made in connection with any residency of the Independent Living Units or other areas of the Facilities to be occupied by residents or tenants and received prior to receipt of such certificate and licenses for occupancy of such units.

“*Guaranty*” means all obligations of a Person guaranteeing, or in effect guaranteeing, any Indebtedness, dividend or other obligation of any Primary Obligor in any manner, whether directly or indirectly, including but not limited to obligations incurred through an agreement, contingent or otherwise, by such Person: (a) to purchase such Indebtedness or obligation or any Property constituting security therefor; (b) to advance or supply funds: (i) for the purchase or payment of such Indebtedness or obligation, or (ii) to maintain working capital or other balance sheet condition; (c) to purchase securities or other Property or services primarily for the purpose of assuring the owner of such Indebtedness or obligation of the ability of the Primary Obligor to make

payment of the Indebtedness or obligation; or (d) otherwise to assure the owner of such Indebtedness or obligation against loss in respect thereof.

*“Historical Debt Service Coverage Ratio”* means, for any period of time, the ratio consisting of a numerator equal to the amount determined by dividing Income Available for Debt Service for that period by the Maximum Annual Debt Service Requirements for such period and a denominator of one; *provided, however*, (i) in calculating the Income Available for Debt Service for any Fiscal Quarter, the Revenues and Expenses of the Obligated Group shall be determined on a rolling four Fiscal Quarter basis, (ii) in calculating Income Available for Debt Service, Initial Entrance Fees shall not be counted in Revenues and (iii) in calculating the Maximum Annual Debt Service Requirements for such period, the principal amount of any Indebtedness included in such calculation which is paid during such period shall be excluded to the extent such principal amount is paid from the proceeds of other Indebtedness incurred in accordance with the provisions of this Master Indenture.

*“Historical Debt Service Coverage Requirement”* means, (i) for each Fiscal Quarter commencing with the Initial Testing Date, a Historical Debt Service Coverage Ratio of at least 1:10:1 and (ii) for each Fiscal Quarter, commencing with the Fiscal Quarter ended December 31, 2022, a Historical Debt Service Coverage Ratio of at least 1:15:1.

*“Historical Pro Forma Debt Service Coverage Ratio”* means, for any period of time, the ratio consisting of a numerator equal to the amount determined by dividing Income Available for Debt Service for that period by the Maximum Annual Debt Service Requirement for the Funded Indebtedness then outstanding (other than any Funded Indebtedness being refunded with the Funded Indebtedness then proposed to be issued) and the Funded Indebtedness then proposed to be issued and a denominator of one.

*“ILU Occupancy Requirements”* shall have the meaning set forth in Section 426 hereof.

*“Income Available for Debt Service”* means for any period, the excess of Revenues over Expenses of the Person or group of Persons involved.

*“Indebtedness”* means, for any Person, (a) all Guaranties by such Person, (b) all liabilities (exclusive of reserves such as those established for deferred taxes or litigation) recorded or required to be recorded as such on the audited financial statements of such Person in accordance with generally accepted accounting principles, and (c) all obligations for the payment of money incurred or assumed by such Person (i) due and payable in all events or (ii) if incurred or assumed primarily to assure the repayment of money borrowed or credit extended, due and payable upon the occurrence of a condition precedent or upon the performance of work, possession of Property as lessee, rendering of services by others or otherwise; *provided* that Indebtedness shall not include Indebtedness of one Member to another Member, any Guaranty by any Member of Indebtedness of any other Member, the joint and several liability of any Member on Indebtedness issued by another Member or any obligation to repay moneys deposited by patients or others with a Member as security for or as prepayment of the cost of patient care or any rights of residents of life care, elderly housing or similar facilities to Entrance Fees (whether amortized into income or not), endowment or similar funds deposited by or on behalf of such residents including but not limited

to any deferred obligations for the refund or repayment of Entrance Fees, any rent, development, marketing, operating or other fees that have been deferred from the year in which they were originally due as a result of deferral or subordination.

*“Independent Counsel”* means an attorney duly admitted to practice law before the highest court of any state and, without limitation, may include independent legal counsel for any Related Issuer, any Member, the Master Trustee or any Related Bond Trustee.

*“Independent Living Units”* means the constructed independent living units (excluding units designated “catered living units” which have reduced Entrance Fee levels) that are part of the Series 2010 Project.

*“Initial Entrance Fees”* means Entrance Fees received upon the initial occupancy of any Independent Living Unit (including any such fees collected for the purpose of obtaining a parking space) not previously occupied.

*“Initial Manager”* means Providence.

*“Initial Testing Date”* means December 31, 2021.

*“Insurance Consultant”* means a person or firm who in the case of an individual is not an employee or officer of any Member or any Related Issuer and which, in the case of a firm, does not control any Member of the Obligated Group or any Affiliate thereof and is not controlled by or under common control with any Member of the Obligated Group or an Affiliate thereof, appointed by the Obligated Group Agent and not objected to by the Master Trustee, qualified to survey risks and to recommend insurance coverage for nursing homes or health care facilities and services of the type involved, and having a favorable reputation for skill and experience in such surveys and such recommendations, and which may include a broker or agent with whom any Member transacts business.

*“Land”* means the real Property owned or leased by the Obligated Group upon which the primary operations of the Members are conducted as described in *Exhibit A* hereto, as amended as provided herein from time to time, together with all buildings, improvements and fixtures located thereon.

*“Lien”* means any mortgage, pledge or lease of, security interest in or lien, charge, restriction or encumbrance on any Property of the Person involved in favor of, or which secures any obligation to, any Person other than any Member, and any Capitalized Lease under which any Member is lessee and the lessor is not another Member.

*“Liquidity Support Agreement”* means the Liquidity Support Agreement as of the date hereof among the Obligated Group, Providence and the Master Trustee.

*“Liquidity Support Fund”* means the fund created under Section 435 hereof.

*“Liquidity Requirement”* shall have the meaning set forth in Section 425 hereof.

“*Liquidity Testing Date*” shall have the meaning set forth in Section 425 hereof.

“*Majority Holders*” means the owners of a majority in the principal amount of the Senior Obligations Outstanding hereunder, and if no Senior Obligations are then Outstanding, the Outstanding Subordinate Obligations.

“*Management Agreement*” means the Management Agreement dated as of [April 1, 2016] between the Corporation, the Foundation and Providence.

“*Management Fees*” means all fees payable to a manager of the Project for services performed for managing the day-to-day operations of such community, including without limitation, those paid under the Management Agreement.

“*Master Indenture*” means this Second Amended and Restated Master Trust Indenture dated as of April 1, 2021 among the Corporation, the Foundation and the Master Trustee, as it may from time to time be amended or supplemented in accordance with the terms hereof.

“*Master Trustee*” means UMB Bank, National Association, its successors and assigns, or any successor trustee under the Master Indenture.

“*Maximum Annual Debt Service Requirements*” means the largest total Debt Service Requirements for any Fiscal Year and each subsequent Fiscal Year in which Indebtedness of the Obligated Group is Outstanding; provided however that for the Historical Debt Service Coverage Ratio, the principal amount due on the Series 2021 Obligation at maturity shall not be included in such calculation.

“*Member*” or “*Member of the Obligated Group*” means any Person who is listed on *Exhibit E* hereto (as amended from time to time) after designation as a Member of the Obligated Group pursuant to the terms of this Master Indenture.

“*Moody’s*” means Moody’s Investors Service, Inc., a corporation organized and existing under the laws of the State of Delaware, its successors and assigns, and, if such corporation shall be dissolved or liquidated or shall no longer perform the functions of a securities rating agency, “*Moody’s*” shall be deemed to refer to any other nationally recognized securities rating agency designated by the Master Trustee at the written direction of the Obligated Group Agent.

“*Mortgage*” means the Second Amended and Restated Mortgage and Security Agreement among the Corporation and the Foundation, as mortgagors, and the Master Trustee, as mortgagee, dated as of April 1, 2021 as the same may be supplemented and amended from time to time.

“*Mortgaged Property*” means the real property and personal property of the Corporation and the Foundation which is subject to the Lien and security interest of the Mortgage, and any real property pledged by a new Member pursuant to this Master Indenture.

“*NC Occupancy Requirements*” shall have the meaning set forth in Section 426 hereof.

“*Net Proceeds*” means, when used with respect to any insurance or condemnation award or sale consummated under threat of condemnation, the gross proceeds from the insurance or condemnation award or sale with respect to which that term is used less all expenses (including attorney’s fees, adjuster’s fees and any expenses of the Obligated Group or the Master Trustee) incurred in the collection of such gross proceeds.

“*Net Rentals*” means all fixed rents (including as such all payments which the lessee is obligated to make to the lessor on termination of the lease or surrender of the Property other than upon termination of the lease for a default thereunder) payable under a lease or sublease of real or personal Property excluding any amounts required to be paid by the lessee (whether or not designated as rents or additional rents) on account of maintenance, repairs, insurance, taxes and similar charges. Net Rentals for any future period under any so-called “percentage lease” shall be computed on the basis of the amount reasonably estimated to be payable thereunder for such period, but in any event not less than the amount paid or payable thereunder during the immediately preceding period of the same duration as such future period; *provided* that the amount estimated to be payable under any such percentage lease shall in all cases recognize any change in the applicable percentage called for by the terms of such lease.

“*Non-Recourse Indebtedness*” means any Indebtedness the liability for which is effectively limited to Property, Plant and Equipment (other than the Land) and the income therefrom, with no recourse, directly or indirectly, to any other Property of any Member.

“*Nursing Unit*” means any nursing beds at the Series 2010 Project.

“*Obligated Group*” means the Corporation, the Foundation and any other Person which has fulfilled the requirements for entry into the Obligated Group set forth in Section 404 hereof and which has not ceased such status pursuant to Section 405 hereof.

“*Obligated Group Agent*” means the Corporation or such other Member as may be designated from time to time pursuant to written notice to the Master Trustee, executed by the President or Chairman of the Governing Body of the Corporation or, if the Corporation is no longer a Member of the Obligated Group, of each Member of the Obligated Group.

“*Obligation Holder,*” “*holder*” or “*owner of the Obligation*” means the registered owner of any fully registered or book entry Obligation unless alternative provision is made in the Supplemental Master Indenture pursuant to which such Obligation is issued for establishing ownership of such Obligation in which case such alternative provision shall control.

“*Obligations*” means the Series 2021 Obligation and any Additional Obligations and any Obligation or Obligations issued in exchange therefor.

“*Occupied*” means (i) with respect to any Independent Living Unit, any unit for which a Residency Agreement has been executed, and related Entrance Fee has been paid or a promissory note for such Entrance Fee has been executed and the occupant of such Independent Living Unit continues to reside therein or (ii) with respect to any other type of unit/bed, physical possession of such unit/bed by a resident (other than a resident temporarily transferred from another unit/bed



within the community). If two or more units have been combined into a single unit after the Effective Date, all such units shall continue to be considered separate units for the purpose of calculating the percentage of units occupied.

“*Officer’s Certificate*” means a certificate signed, in the case of a certificate delivered by a Member of the Obligated Group, by the President, any Vice President, Executive Director, Chief Financial Officer or any other officer or agent authorized to sign by resolution of the Governing Body of any Member of the Obligated Group or in the case of a certificate delivered by any other organization, by the President, any Vice President, the Executive Director, Director of Finance or any other officer or agent authorized to sign by resolution of the Governing Body of such corporation or, in the case of a certificate delivered by any other Person, the chief executive or chief financial officer of such other Person, in either case whose authority to execute such certificate shall be evidenced to the satisfaction of the Master Trustee.

“*Operating Account*” shall have the meaning ascribed thereto in Section 428 hereof.

“*Operating Budget*” the annual operating budget as defined in Section 438 hereof.

“*Operating Expenses*” means the aggregate of all operating Expenses with respect the operations of the Corporation calculated under generally accepted accounting principles, including the Base Management Fee (excluding any other amount due under the Management Agreement) and Refunds, and excluding any capital expenditures.

“*Opinion of Bond Counsel*” means a written opinion of nationally recognized municipal bond counsel, which opinion, including the scope, form, substance and other aspects thereof, is not objected to by the Master Trustee, and which opinion may be based upon a ruling or rulings of the Internal Revenue Service.

“*Original Master Indenture*” has the meaning set forth in the recitals of this Master Indenture.

“*Outstanding*” means, in the case of Indebtedness of a Person other than Related Bonds or Obligations, all such Indebtedness of such Person which has been issued except any such portion thereof canceled after purchase or surrendered for cancellation or because of payment at or redemption prior to maturity, any such Indebtedness in lieu of which other Indebtedness has been duly incurred and any such Indebtedness which is no longer deemed outstanding under its terms and with respect to which such Person is no longer liable under the terms of such Indebtedness.

“*Outstanding Obligations*” or “*Obligations outstanding*” means all Obligations which have been duly authenticated and delivered by the Master Trustee under the Master Indenture, except:

- (a) Obligations canceled after purchase or because of payment at or prepayment or redemption prior to maturity;

(b) (i) Obligations for the payment or redemption of which cash or Escrow Obligations shall have been theretofore deposited with the Master Trustee (whether upon or prior to the maturity or redemption date of any such Obligations); *provided* that if such Obligations are to be prepaid or redeemed prior to the maturity thereof, notice of such prepayment or redemption shall have been given or irrevocable arrangements satisfactory to the Master Trustee shall have been made therefor, or waiver of such notice satisfactory in form to the Master Trustee shall have been filed with the Master Trustee and (ii) Obligations securing Related Bonds for the payment or redemption of which cash or Escrow Obligations shall have been theretofore deposited with the Related Bond Trustee (whether upon or prior to the maturity or redemption date of any such Related Bonds); *provided* that if such Obligations are to be redeemed prior to the maturity thereof, notice of such redemption shall have been given or arrangements satisfactory to the Related Bond Trustee shall have been made therefor, or waiver of notice satisfactory in form to the Related Bond Trustee shall have been filed with the Related Bond Trustee;

(c) Obligations in lieu of which others have been authenticated hereunder; and

(d) Obligations held by a Member.

Notwithstanding the foregoing, any Obligation securing Related Bonds shall be deemed Outstanding if such Related Bonds are Outstanding.

“*Outstanding Related Bonds*” or “*Related Bonds outstanding*” means all Related Bonds which have been duly authenticated and delivered by the Related Bond Trustee under the Related Bond Indenture and are deemed outstanding under the terms of such Related Bond Indenture or, if such Related Bond Indenture does not specify when Related Bonds are deemed outstanding thereunder, all such Related Bonds which have been so authenticated and delivered, except:

(a) Related Bonds canceled after purchase in the open market or because of payment at or redemption prior to maturity;

(b) Related Bonds for the payment or redemption of which cash or Escrow Obligations of the type described in clause (b)(i) of the definition thereof shall have been theretofore deposited with the Related Bond Trustee (whether upon or prior to the maturity or redemption date of any such Bonds) in accordance with the Related Bond Indenture; *provided* that if such Bonds are to be redeemed prior to the maturity thereof, notice of such redemption shall have been given or arrangements satisfactory to the Related Bond Trustee shall have been made therefor, or waiver of such notice satisfactory in form to the Related Bond Trustee shall have been filed with the Related Bond Trustee;

(c) Related Bonds in lieu of which others have been authenticated under the Related Bond Indenture; and

(d) For the purposes of all covenants, approvals, waivers and notices required to be obtained or given under the Related Bond Indenture, Related Bonds held or owned by a Member.

“*Paying Agent*” means the bank or banks, if any, designated pursuant to a Related Bond Indenture to receive and disburse the principal of and interest on any Related Bonds or designated pursuant to the Master Indenture and named in an Obligation to receive and disburse the principal of and interest on such Obligation.

“*Permitted Encumbrances*” means the Master Indenture, any Related Loan Document, any Related Bond Indenture and, as of any particular time:

(a) Liens arising by reason of good faith deposits with a Member in connection with tenders, leases of real estate, bids or contracts (other than contracts for the payment of money), deposits by any Member to secure public or statutory obligations, or to secure, or in lieu of, surety, stay or appeal bonds, and deposits as security for the payment of taxes or assessments or other similar charges; any Lien arising by reason of deposits with, or the giving of any form of security to, any governmental agency or any body created or approved by law or governmental regulation for any purpose at any time as required by law or governmental regulation as a condition to the transaction of any business or the exercise of any privilege or license, or to enable any Member to maintain self-insurance or to participate in any funds established to cover any insurance risks or in connection with workers’ compensation, unemployment insurance, pensions or profit sharing plans or other social security plans or programs, or to share in the privileges or benefits required for corporations participating in such arrangements;

(b) any Lien on the Property of any Member permitted under the provisions of Section 418 hereof;

(c) the Mortgage and any other security agreement or document securing the Master Trustee or in connection with the issuance of the Series 2021 Bonds, and any other Lien on Property if such Lien equally and ratably secures all of the Obligations and only the Obligations;

(d) Residency Agreements and leases which relate to Property of the Obligated Group which is of a type that is customarily the subject of such leases, such as office space for physicians and educational institutions, food service facilities, gift shops, commercial, beauty shop, banking, parking for residents, other similar specialty services, pharmacy and similar departments or employee rental apartments; sale/saleback or lease/leaseback or similar arrangements in connection with the issuance of Related Bonds; and any leases, licenses or similar rights to use Property whereunder a Member is lessee, licensee or the equivalent thereof upon fair and reasonable terms no less favorable to the lessee or licensee than would obtain in a comparable arm’s-length transaction;

(e) Liens for taxes and special assessments which are not then delinquent, or if then delinquent are being contested in accordance with Section 406 hereof;

(f) utility, access and other easements and rights-of-way, restrictions, encumbrances and exceptions which do not materially interfere with or materially impair

the operation of the Property affected thereby (or, if such Property is not being then operated, the operation for which it was designed or last modified);

(g) any mechanic's, laborer's, materialman's, supplier's or vendor's Lien or right in respect thereof if payment is not yet due under the contract in question or has been due for less than 60 days, or if such Lien is being contested in accordance with the provisions of the Master Indenture;

(h) such Liens, defects, irregularities of title and encroachments on adjoining property as normally exist with respect to property similar in character to the Property involved and which do not materially adversely affect the value of, or materially impair, the Property affected thereby for the purpose for which it was acquired or is held by the owner thereof, including without limitation statutory liens granted to banks or other financial institutions, which liens have not been specifically granted to secure Indebtedness and which do not apply to Property which has been deposited as part of a plan to secure Indebtedness;

(i) zoning laws and similar restrictions which are not violated by the Property affected thereby;

(j) statutory rights under Section 291, Title 42 of the United States Code, as a result of what are commonly known as Hill-Burton grants, and similar rights under other federal statutes or statutes of the state in which the Property involved is located;

(k) all right, title and interest of the state where the Property involved is located, municipalities and the public in and to tunnels, bridges and passageways over, under or upon a public way;

(l) Liens on or in Property given, granted, bequeathed or devised by the owner thereof existing at the time of such gift, grant, bequest or devise, *provided* that (i) such Liens consist solely of restrictions on the use thereof or the income therefrom, or (ii) such Liens secure Indebtedness which is not assumed by any Member and such Liens attach solely to the Property (including the income therefrom) which is the subject of such gift, grant, bequest or devise;

(m) Liens of or resulting from any judgment or award, the time for the appeal or petition for rehearing of which shall not have expired, or in respect of which any Member shall at any time in good faith be prosecuting an appeal or proceeding for a review and in respect of which a stay of execution pending such appeal or proceeding for review shall be in existence;

(n) Liens on moneys deposited by residents or others with a Member as security for or as prepayment of the cost of resident or patient care or any rights of residents of life care, elderly housing or similar facilities to endowment, prepayment or similar funds deposited by or on behalf of such residents;

(o) Liens on Excluded Property;

(p) Liens on Property due to rights of third party payors for recoupment of excess reimbursement paid;

(q) any security interest in the Rebate Fund, any depreciation reserve, debt service or interest reserve, debt service, construction fund or any similar fund established pursuant to the terms of any Supplemental Master Indenture, Related Bond Indenture or Related Loan Document in favor of the Master Trustee, a Related Bond Trustee, a Related Issuer or the holder of the Indebtedness issued pursuant to such Supplemental Master Indenture, Related Bond Indenture or Related Loan Document;

(r) any Lien on Property acquired by a Member which Lien secures Indebtedness issued, incurred or assumed by any Member which is permitted by this Master Indenture, in connection with and to effect such acquisition or existing Indebtedness which will remain outstanding after such acquisition which Lien encumbers Property other than the Mortgaged Property, if in any such case the aggregate principal amount of such Indebtedness does not exceed the fair market value of the Property subject to such Lien as determined in good faith by the Governing Body of the Member;

(s) any Lien to which the Property of a Member is subject at the time it becomes a Member, *provided* that at the time of becoming a Member, (i) the principal amount of the debt the Lien secures is not more than 80% of the Current Value of the Property subject to the Lien, (ii) the Obligated Group Agent shall deliver to the Master Trustee an Officer's Certificate that, after giving effect thereto, the aggregate amount of the Indebtedness secured by such Lien and by all other Liens permitted by this clause (s), does not exceed 30% of the Book Value or, at the option of the Obligated Group Agent, the Current Value of the Property, Plant and Equipment of the Obligated Group, (iii) the requirements of Section 404(c) have been met, (iv) no Lien so described may be modified to apply to any Property of any Member not subject to such Lien on the date of such Member's joining the Obligated Group, (v) no Additional Indebtedness may be thereafter incurred which is secured by such Lien and (vi) no Lien so described may be extended or replaced by another Lien; and

(t) the items set forth on Schedule B to the title insurance policy delivered in connection with the issuance of the Series 2021 Bonds and attached as *Exhibit F* hereto.

*"Permitted Investments"* means and includes any of the following:

(a) Government Obligations;

(b) debt obligations which are (i) at the time of purchase, issued by any state or political subdivision thereof or any agency or instrumentality of such state or political subdivision, and (ii) at the time of purchase, rated in one of the two highest rating categories (without regard to any refinement or gradation of rating category by numerical modifier or otherwise) assigned by any Rating Agency;

(c) any bond, debenture, note, participation certificate or other similar obligation issued by a government sponsored agency (such as the Federal National Mortgage Association, the Federal Home Loan Bank System, the Federal Home Loan Mortgage Corporation, the Federal Farm Credit Bank or the Student Loan Marketing Association) which is either (i) rated in the highest rating category by any Rating Agency, or (ii) backed by the full faith and credit of the United States of America;

(d) U.S. denominated deposit account, certificates of deposit and banker's acceptances of any bank, trust company, or savings and loan association, including the Master Trustee or its affiliates, which have a rating on their short-term certificates of deposit on the date of purchase in one of the two highest short-term rating categories (without regard to any refinement or gradation of rating category by numerical modifier or otherwise) assigned by any Rating Agency, and which mature not more than 360 days after the date of purchase;

(e) commercial paper which is rated at the time of purchase in one of the two highest short-term rating categories (without regard to any refinement or gradation of rating category by numerical modifier or otherwise) assigned by any Rating Agency, and which matures not more than 270 days after the date of purchase;

(f) bonds, notes, debentures or other evidences of indebtedness issued or guaranteed by a corporation which are, at the time of purchase, rated by any Rating Agency in any of the three highest rating categories (without regard to any refinement or gradation of rating category by numerical modifier or otherwise);

(g) asset-backed securities, commercial mortgage-backed securities, or mortgage-backed securities which are, at the time of purchase, rated by any Rating Agency in any of the two highest rating categories (without regard to any refinement or gradation of rating category by numerical modifier or otherwise);

(h) investment agreements with banks that at the time such agreement is executed are rated in one of the two highest rating categories (without regard to any refinement or gradation of rating category by numerical modifier or otherwise) assigned by any Rating Agency or investment agreements with non-bank financial institutions, *provided* that (1) all of the unsecured, direct long-term debt of either the non-bank financial institution or the related guarantor of such non-bank financial institution is rated by any Rating Agency at the time such agreement is executed in one of the two highest rating categories (without regard to any refinement or gradation of rating category by numerical modifier or otherwise) for obligations of that nature; or (2) if such non-bank financial institution and any related guarantor have no outstanding long-term debt that is rated, all of the short-term debt of either the non-bank financial institution or the related guarantor of such non-bank financial institution is rated by any Rating Agency in one of the two highest rating categories (without regard to any refinement or gradation of the rating category by numerical modifier or otherwise) assigned to short-term indebtedness by any Rating Agency. If such non-bank financial institution and any guarantor do not have any short-term or long-term debt, but do have a rating in one of the two highest rating categories

(without regard to any refinement or gradation of rating category by numerical modifier or otherwise), then investment agreements with such non-bank financial institutions will be permitted;

(i) repurchase agreements with respect to and secured by Government Obligations or by obligations described in clause (b) and (c) above, which agreements may be entered into with a bank (including without limitation the Related Bond Trustee or the Master Trustee or any of their affiliates), a trust company, financial services firm or a broker dealer which is a member of the Securities Investors Protection Corporation, *provided* that (i) the Master Trustee or a custodial agent of the Master Trustee has possession of the collateral and that the collateral is, to the knowledge of the Master Trustee, free and clear of third-party claims, (ii) a master repurchase agreement or specific written repurchase agreement governs the transaction, (iii) the collateral securities are valued no less frequently than monthly, and (iv) the fair market value of the collateral securities in relation to the amount of the repurchase obligation, including principal and interest, is equal to at least 103%, and (v) such obligations must be held in the custody of the Master Trustee or Master Trustee's agent;

(j) investments in a money market fund, which may be funds of the Related Bond Trustee or the Master Trustee or an affiliate thereof, rated (at the time of purchase) in the highest rating category for this type of investment by any Rating Agency; and

(k) shares in any investment company, money market mutual fund, fixed income mutual fund, Exchange Traded Fund or other collective investment fund registered under the federal Investment Company Act of 1940, whose shares are registered under the Securities Act of 1933, and the majority of whose investments consist solely of Permitted Investments as defined in paragraphs (a) through (i) above, including money market mutual funds from which the Master Trustee, Related Bond Trustee or its affiliates derive a fee for investment advisory or other services to the fund.

The Related Bond Trustee and the Master Trustee shall be entitled to assume that any investment which at the time of purchase is a Permitted Investment remains a Permitted Investment thereafter, absent receipt of written notice or information to the contrary.

For the purposes of this definition, obligations issued or held in the name of the Related Bond Trustee or the Master Trustee (or in the name of the Related Issuer and payable to the Related Bond Trustee or the Master Trustee) in book-entry form on the books of the Department of Treasury of the United States shall be deemed to be deposited with the Related Bond Trustee or the Master Trustee, as applicable.

*"Person"* means any natural person, firm, joint venture, association, partnership, business trust, corporation, limited liability company, public body, agency or political subdivision thereof or any other similar entity.

“*Plan*” means the Corporation and the Foundation’s plan of reorganization dated \_\_\_\_, 2020 filed in the United States Bankruptcy Court Northern District of Illinois, as supplemented and amended.

“*Phase II*” means the construction of additional Independent Living Units on the Series 2010 Project not to exceed 70 Independent Living Units.

“*Primary Obligor*” means the Person who is primarily obligated on an obligation which is guaranteed by another person.

“*Project*” means the Series 2010 Project and Phase II.

“*Projected Debt Service Coverage Ratio*” means, for any future period, the ratio consisting of a numerator equal to the amount determined by dividing the projected Income Available for Debt Service for that period by the Maximum Annual Debt Service Requirement for the Funded Indebtedness expected to be outstanding during such period and a denominator of one.

“*Projected Rate*” means the projected yield at par of an obligation as set forth in the report of a Consultant (which Consultant and report are not objected to by the Master Trustee). Such report shall state that in determining the Projected Rate such Consultant reviewed the yield evaluations at par of no fewer than three obligations selected by such Consultant, the interest on which is entitled to the exemption from federal income tax afforded by Section 103(a) of the Code or any successor thereto (or, if it is not expected that it will be reasonably possible to issue such tax-exempt obligations, then obligations the interest on which is subject to federal income taxation) which obligations such Consultant states in its report are reasonable comparators for utilizing in developing such Projected Rate and which obligations: (i) were outstanding on a date selected by the Consultant which date so selected occurred during the 90-day period preceding the date of the calculation utilizing the Projected Rate in question, (ii) to the extent practicable, are obligations of Persons engaged in operations similar to those of the Obligated Group and having a credit rating similar to that of the Obligated Group, (iii) are not entitled to the benefits of any credit enhancement, including without limitation any letter or line of credit or insurance policy, and (iv) to the extent practicable, have a remaining term and amortization schedule substantially the same as the obligation with respect to which such Projected Rate is being developed.

“*Property*” means any and all rights, titles and interests in and to any and all property, whether real or personal, tangible (including cash) or intangible, wherever situated and whether now owned or hereafter acquired, other than Excluded Property.

“*Property, Plant and Equipment*” means all Property of each Member which is classified as property, plant and equipment under generally accepted accounting principles.

“*Providence*” means Rest Haven Iiana Christian Convalescent Home, doing business as Providence Life Services, an Illinois not for profit corporation, and its successors or assigns.



“*Providence Subordinated Debt*” means the note from the Obligated Group to Providence on the Effective Date in the original principal amount of \$3,000,000 evidencing amounts owing under the Liquidity Support Agreement.

“*Rating Agency*” means Moody’s, Standard & Poor’s or Fitch, and their respective successors and assigns.

“*Rebate Fund*” means any Rebate Fund created by a Related Bond Indenture.

“*Redemption Price*” shall have the meaning set forth in the Related Bond Indenture.

“*Related Bond Indenture*” means the Series 2021 Bond Indenture, and any indenture, bond resolution or similar instrument pursuant to which any series of Related Bonds is issued.

“*Related Bond Trustee*” means the Series 2021 Bond Trustee, and any other trustee under any Related Bond Indenture and any successor trustee thereunder or, if no trustee is appointed under a Related Bond Indenture, the Related Issuer.

“*Related Bonds*” means the Series 2021 Bonds and any other revenue bonds or similar obligations the proceeds of which are loaned or otherwise made available to any Member in consideration, whether in whole or in part, of the execution, authentication and delivery of an Obligation or Obligations.

“*Related Issuer*” means the Authority and any other issuer of a series of Related Bonds.

“*Related Loan Document*” means the Series 2021 Loan Agreement, and any other document or documents (including without limitation any lease, sublease or installment sales contract) pursuant to which any proceeds of any Related Bonds are advanced to any Member (or any Property financed or refinanced with such proceeds is leased, subleased or sold to a Member).

“*Required Information Recipients*” means the Master Trustee, each Related Bond Trustee, EMMA or any other nationally recognized municipal securities information repositories identified by the Securities and Exchange Commission, the Issuer, and all owners of any Related Bonds who request such reports in writing (which written request shall include a certification as to such ownership).

“*Reserved*” means an Independent Living Unit (a) which is Occupied or (b) for which a Member of the Obligated Group has received a deposit equal to not less than ten percent (10%) of the Entrance Fee related to such Independent Living Unit or some other amount required by such Member in order to hold such Independent Living Units for prospective residents.

“*Residency Agreement*” means any written agreement or contract, as amended from time to time, between a Member and a resident or potential resident of a Facility giving the resident certain rights of occupancy in the Facility, including without limitation independent living units, assisted living units, memory support units, nursing beds or specialty care beds and providing for

certain services to such resident including any reservation agreement or other agreement or contract reserving rights of occupancy.

“*Revenues*” means, for any period, (a) in the case of any Person providing health care services and/or senior living services, the sum of (i) resident service revenues plus (ii) other operating revenues, plus (iii) non-operating revenues (other than Contributions, income derived from the sale or other disposition of assets not in the ordinary course of business or any gain from the extinguishment of debt or other extraordinary item or earnings which constitute Funded Interest or earnings on amounts which are irrevocably deposited in escrow to pay the principal of or interest on Indebtedness), plus (iv) Unrestricted Contributions, plus (v) Entrance Fees (other than Initial Entrance Fees) received minus (A) Entrance Fees amortized during such Fiscal Year and (B) Entrance Fees refunded to residents; and (b) in the case of any other Person, gross revenues less sale discounts and sale returns and allowances, as determined in accordance with generally accepted accounting principles; but excluding in either case (i) any unrealized gain or loss resulting from changes in the valuation of investment securities or unrealized changes in the value of derivative instruments, (ii) any gains on the sale or other disposition of fixed or capital assets not in the ordinary course, (iii) earnings resulting from any reappraisal, revaluation or write-up of fixed or capital assets, (iv) any revenues recognized from deferred revenues related to entrance fees or (v) insurance (other than business interruption) and condemnation proceeds; *provided, however*, that if such calculation is being made with respect to the Obligated Group, such calculation shall be made in such a manner so as to exclude any revenues attributable to transactions between any Member and any other Member. For purposes of calculations hereunder, an Unrestricted Contribution from an Affiliate (including under the Liquidity Support Agreement) shall be treated as being made during the period of such calculation so long as the Unrestricted Contribution is made prior to the date the applicable certificate is required to be delivered with respect to such calculation. For purposes of any calculation hereunder that is made with reference to both Revenues and Expenses, any deduction from gross resident service revenues otherwise required by this definition shall not be made if and to the extent that the amount of such deduction is included in Expenses.

“*Rule 15c2-12*” means Rule 15c2-12 of the Securities and Exchange Commission promulgated under the Securities Exchange Act of 1934 as amended.

“*Senior Obligations*” means the Series 2021 Obligation and any other Obligations issued on a parity therewith.

“*Series 2010 Project*” means the facilities originally financed with the proceeds of the Series 2010 Obligations.

“*Series 2021 Bond Indenture*” means the Bond Trust Indenture dated as of April 1, 2021 between the Authority and the Series 2021 Bond Trustee, pursuant to which the Series 2021 Bonds were issued, as it may be amended or supplemented from time to time.

“*Series 2021 Bond Trustee*” means UMB Bank, National Association, or any successor thereto under the Series 2021 Bond Indenture.

“*Series 2021 Bonds*” means the \$107,269,103 aggregate principal amount of Illinois Finance Authority Revenue Refunding Bonds, Series 2021 (Park Place of Elmhurst Project) initially authorized to be issued pursuant to the terms and conditions of the Series 2021 Bond Indenture.

“*Series 2021 Obligation*” means the \$107,269,103 Direct Note Obligation, Series 2021, issued under this Master Indenture in substantially the form attached hereto as *Exhibit B*, as security for the Series 2021 Bonds.

“*Series 2021 Loan Agreement*” means the Loan Agreement dated as of April 1, 2021 among the Corporation, the Foundation and the Authority providing for the loan of the proceeds of the Series 2021 Bonds to the Corporation and the Foundation.

“*Short-Term*,” used in connection with Indebtedness, means having an original maturity less than or equal to one year and not renewable at the option of the debtor for a term greater than one year beyond the date of original issuance.

“*Stable Occupancy*” means, with respect to Phase II, the date on which the total percentage of such Independent Living Units in Phase II which are Occupied is equal to or greater than 90%, calculated as of the last day of any Fiscal Quarter.

“*Standard & Poor’s*” or “*S&P*” means Standard & Poor’s Ratings Services, a division of The McGraw-Hill Companies Inc., a corporation organized and existing under the laws of the State of New York, its successors and assigns, and, if such corporation shall be dissolved or liquidated or shall no longer perform the functions of a securities rating agency, “*Standard & Poor’s*” or “*S&P*” shall be deemed to refer to any other nationally recognized securities rating agency designated by the Master Trustee, at the direction of the Obligated Group Agent.

“*Subordinated Indebtedness*” means (i) Affiliate Related Subordinated Indebtedness and (ii) any other Indebtedness permitted by Section 415(D) hereof and subject to a subordination agreement in form and substance satisfactory to the Master Trustee.

“*Subordinate Obligations*” means any Obligations securing Subordinated Indebtedness.

“*Subordination Agreement*” means that Subordination Agreement dated as of April 1, 2021 among the Obligated Group, Providence and the Master Trustee relating to the Affiliated Related Subordinated Indebtedness and the Management Agreement.

“*Supplemental Master Indenture*” means an indenture amending or supplementing this Master Indenture entered into pursuant to Article VII hereof.

“*Tax-Exempt Organization*” means a Person organized under the laws of the United States of America or any state thereof which is an organization described in Section 501(c)(3) of the Code, which is exempt from federal income taxes under Section 501(a) of the Code and is not a “private foundation” within the meaning of Section 509(a) of the Code, or corresponding provisions of federal income tax laws from time to time in effect. “*Tax-Exempt Organization*”

shall include a limited liability company which has as its sole member a Tax-Exempt Organization, as it derives its tax status for federal income tax purposes from its sole member.

“*Tax Exemption Agreement*” means the Tax Exemption Certificate and Agreement dated as of the date of issuance of the Series 2021 Bonds among the Corporation, the Foundation, the Authority and the Bond Trustee, as the same may be amended from time to time.

“*Threshold Amount*” means the greater of (i) 3% of the Book Value or, at the option of the Obligated Group Agent, the Current Value of the Property, Plant and Equipment of the Obligated Group or (ii) \$3,000,000, plus an amount equal to \$3,000,000 multiplied by a percentage equal to the aggregate percentage increase or decrease in the Construction Index from its level as of April 1, 2021.

“*United States Government Obligations*” means non-callable direct obligations of, or obligations the timely payment of the principal of and interest on which is fully guaranteed by, the United States of America, including obligations issued or held in book entry form on the books of the Department of Treasury of the United States of America.

“*Unrestricted Contributions*” means Contributions, including any payment received from an Affiliate of an Obligated Group Member, which are not restricted in any way that would prevent their application to the payment of debt service on Indebtedness of the Person receiving such Contributions.

“*Unrestricted Reserve Amount*” means an aggregate amount equal to 45 Days Cash on Hand.

“*Written Request*” means with reference to a Related Issuer, a request in writing signed by the Chairman, Vice Chairman, Mayor, Clerk, President, Vice President, Executive Director, Associate Executive Director, Secretary or Assistant Secretary of the Related Issuer and with reference to any Member means a request in writing signed by the President, any Vice President, Chief Executive Officer, Executive Director, Chief Financial Officer or Treasurer of such Member, or any other officers designated by the Related Issuer or such Member, as the case may be.

Words of the neuter gender shall be deemed and construed to include correlative words of the feminine and masculine genders. Unless the context shall otherwise indicate, words importing the singular number shall include the plural and vice versa. Each reference to generally accepted accounting principles and all accounting terms not otherwise defined herein shall, respectively, be deemed to refer to or shall have the meanings assigned to them in accordance with, generally accepted accounting principles in the United States of America. Headings of articles and sections herein and the table of contents hereof are solely for the convenience of reference, do not constitute a part hereof and shall not affect the meaning, construction or effect hereof.

## ARTICLE II

### THE OBLIGATIONS

*Section 201 Series, Designation and Amount of Obligations.* No Obligations may be issued under the provisions of this Master Indenture except in accordance with this Article. The total principal amount of Obligations, the number of Obligations and the series of Obligations that may be created under this Master Indenture are not limited except as is set forth with respect to the Series 2021 Obligation in Section 208 hereof and as shall be set forth with respect to any other series of Obligations in the Supplemental Master Indenture providing for the issuance thereof. Each series of Obligations, other than the Series 2021 Obligation, shall be issued pursuant to a Supplemental Master Indenture. Each series of Obligations shall be designated so as to differentiate the Obligations of such series from the Obligations of any other series and so as to determine whether such Obligations are “Senior Obligations” or “Subordinate Obligations”. Unless provided to the contrary in a Supplemental Master Indenture, Obligations shall be issued as fully registered Obligations with the Obligations of each series to be lettered and numbered R-1 and upward.

*Section 202 Payment of Obligations.* The principal of, premium, if any, and interest or other payments on the Obligations shall be payable in any currency of the United States of America which, at the respective dates of payment thereof, is legal tender for the payment of public and private debts, and such principal, premium, if any, and interest shall be payable at the designated corporate trust office of the Master Trustee in Minneapolis, Minnesota or at the office of any alternate Paying Agent or agents named in any such Obligations or in a Related Bond Indenture. Unless contrary provision is made herein or in the Supplemental Master Indenture pursuant to which an Obligation is issued or the election referred to in the next sentence is made, payment of the interest on the Obligations shall be made to the person appearing on the Obligation registration books of the Obligated Group (kept in the designated corporate trust office of the Master Trustee as Obligation Registrar) as the registered owner thereof and shall be paid by check or draft mailed to the registered owner at his address as it appears on such registration books or at such other address as is furnished to the Master Trustee in writing by such holder or by wire transfer; *provided, however,* that any Supplemental Master Indenture creating any Additional Obligation may provide that interest on such Additional Obligation may be paid, upon the request of the holder of such Additional Obligation, by wire transfer. The foregoing notwithstanding, a Member may elect to make payments on an Obligation directly by check or draft hand delivered to the holder thereof or its designee or shall be made by such Member by wire transfer to such holder, in either case delivered on or prior to the date on which such payment is due. Such Member shall give notice of any such payment to the Master Trustee concurrently with the making thereof, specifying the amount paid and identifying the Obligation or Obligations with respect to which such payment was made by series, designation, number and registered holder. Except with respect to Obligations directly paid, the Members agree to deposit with the Master Trustee prior to each due date of the principal of, premium, if any, or interest on any of the Obligations a sum sufficient to pay such principal, premium, if any, or interest so becoming due. Any such moneys shall upon Written Request and direction of the Obligated Group Agent be invested in Permitted Investments. The foregoing notwithstanding, amounts deposited with the Master Trustee to provide for the payment of Obligations pledged to the payment of Related Bonds shall be invested in accordance with the

provisions of the Related Bond Indenture and Related Loan Document. The Master Trustee shall not be liable or responsible for any loss resulting from any such investments. Supplemental Master Indentures may create such security including debt service reserve funds and other funds as are necessary to provide for payment or to hold moneys deposited for payment or as security for a related series of Additional Obligations.

*Section 203 Execution.* Obligations shall be executed on behalf of a Member by the manual or, if permitted by law, facsimile signature of its Chairman of its Governing Body, President or any Vice President and shall have impressed or printed by facsimile thereon the corporate seal of such Member, if required by law, which shall be attested by the manual or, to the extent permitted by law, facsimile signature of its Secretary or any Assistant Secretary. In case any officer whose signature or facsimile of whose signature shall appear on the Obligations shall cease to be such officer before the delivery of such Obligations, such signature or such facsimile shall nevertheless be valid and sufficient for all purposes, the same as if he had remained in office until delivery.

*Section 204 Authentication.* No Obligation shall be valid or obligatory for any purpose or entitled to any security or benefit under this Master Indenture unless and until a certificate of authentication on such Obligation substantially in the form set forth below shall have been duly executed by the Master Trustee, and such executed certificate of the Master Trustee upon any such Obligation shall be conclusive evidence that such Obligation has been authenticated and delivered under this Master Indenture. The Master Trustee's certificate of authentication on any Obligation shall be deemed to have been executed by it if signed by an authorized officer or signer of the Master Trustee, but it shall not be necessary that the same officer or signer sign the certificate of authentication on all of the Obligations issued hereunder.

The Master Trustee's authentication certificate shall be in substantially the following form:

**MASTER TRUSTEE'S AUTHENTICATION CERTIFICATE**

This Obligation is one of the Obligations described in the within-mentioned Master Indenture.

UMB BANK, NATIONAL ASSOCIATION,  
as Master Trustee

By: \_\_\_\_\_  
Authorized Officer

*Section 205 Form of Obligations and Temporary Obligations.* The Series 2021 Obligation shall be substantially in the respective forms set forth in *Exhibit B* hereto. All Additional Obligations issued under this Master Indenture shall be substantially in the form set forth in the Supplemental Master Indenture pursuant to which such Additional Obligations are issued, in each case with such appropriate variations, omissions and insertions as are permitted or required by this Master Indenture or deemed necessary by the Master Trustee to reflect the terms

and conditions thereof as established hereby and by any Supplemental Master Indenture. Unless Obligations of a series have been registered under the Securities Act of 1933, as amended, each Obligation of such series shall be endorsed with a legend which shall read substantially as follows: "This Obligation has not been registered under the Securities Act of 1933, as amended."

Obligations of any series may be initially issued in temporary form exchangeable for definitive Obligations of the same series when ready for delivery. The temporary Obligations shall be of such denomination or denominations as may be determined by the Member executing the same, and may contain such reference to any of the provisions of this Master Indenture as may be appropriate. Every temporary Obligation shall be executed by a Member and be authenticated by the Master Trustee upon the same conditions and in substantially the same manner as the definitive Obligations. If any Member issues temporary Obligations it will execute and furnish definitive Obligations without delay and thereupon the temporary Obligations may be surrendered for cancellation in exchange therefor at the designated corporate trust office of the Master Trustee, and the Master Trustee shall authenticate and deliver in exchange for such temporary Obligations an equal aggregate principal amount of definitive Obligations of the same series and maturity of authorized denominations. Until so exchanged, the temporary Obligations shall be entitled to the same benefits under this Master Indenture as definitive Obligations authenticated and delivered hereunder.

*Section 206 Mutilated, Lost, Stolen or Destroyed Obligations.* In the event any temporary or definitive Obligation is mutilated, lost, stolen or destroyed, the Member issuing such Obligation may execute and the Master Trustee may authenticate a new Obligation of like form, date, maturity and denomination as that mutilated, lost, stolen or destroyed; *provided* that, in the case of any mutilated Obligation, such mutilated Obligation shall first be surrendered to the Master Trustee, and in the case of any lost, stolen or destroyed Obligation, there shall be first furnished to such Member and the Master Trustee evidence of such loss, theft or destruction satisfactory to such Member and the Master Trustee, together with indemnity satisfactory to them. In the event any such Obligation shall have matured, instead of issuing a duplicate Obligation the Obligated Group may pay the same without surrender thereof. The Obligated Group and the Master Trustee may charge the holder or owner of such Obligation with their reasonable fees and expenses in this connection.

*Section 207 Registration; Negotiability; Cancellation upon Surrender; Exchange of Obligations.* Upon surrender for transfer of any Obligation at the designated corporate trust office of the Master Trustee, the Member issuing such Obligation shall execute and the Master Trustee shall authenticate and deliver in the name of the transferee or transferees a new fully registered Obligation or Obligations of the same series, designation and maturity without coupons for a like aggregate principal amount.

The execution by a Member of any Obligation of any denomination shall constitute full and due authorization of such denomination and the Master Trustee shall thereby be authorized to authenticate and deliver such Obligation.

The Master Trustee shall not be required to transfer or exchange any Obligation during the period of 15 days next preceding any interest payment date of such Obligation or to transfer or

exchange any Obligation after the notice calling such Obligation or portion thereof for redemption has been given as herein provided, or during the period of 15 days next preceding the mailing of such notice of redemption with respect to any Obligation of the same series and maturity.

As to any Obligation, the person in whose name the same shall be registered shall be deemed and regarded as the absolute owner thereof for all purposes, and payment of or on account of the principal of any such Obligation shall be made only to or upon the order of the registered owner thereof or his legal representative, but such registration may be changed as herein provided. All such payments shall be valid and effectual to satisfy and discharge the liability upon such Obligation to the extent of the sum or sums so paid.

Any Obligation surrendered for the purpose of payment or retirement or for replacement pursuant to Section 206 hereof shall be canceled upon surrender thereof to the Master Trustee or any Paying Agent. Unless contrary provision is made in the Supplemental Master Indenture pursuant to which such Obligation is issued, if any Member shall acquire any of the Obligations, such Member shall deliver such Obligations to the Master Trustee for cancellation and the Master Trustee shall cancel the same. Any such Obligations canceled by any Paying Agent other than the Master Trustee shall be promptly transmitted by such Paying Agent to the Master Trustee. Certification of Obligations canceled by the Master Trustee and Obligations canceled by a Paying Agent other than the Master Trustee which are transmitted to the Master Trustee shall be made to the Obligated Group Agent upon the request of the Obligated Group Agent. Canceled Obligations may be destroyed by the Master Trustee unless instructions to the contrary are received from the Obligated Group Agent.

The Obligated Group and the Master Trustee may charge each Obligation Holder requesting an exchange, registration, change in registration or transfer of an Obligation any tax, fee or other governmental charge required to be paid with respect to such exchange, registration or transfer.

*Section 208 Issuance of Series 2021 Obligations.*

The Direct Note Obligation to be issued hereunder is the Series 2021 Obligation, which shall be designated "Direct Note Obligation, Series 2021." The Series 2021 Obligation is hereby expressly limited to the principal amount of \$107,269,103.

The Series 2021 Obligation shall be in the form of a fully registered Direct Note Obligation without coupons, shall be numbered R-1 and shall be dated as of \_\_\_\_\_ 1, 2021.

The Series 2021 Obligation shall bear interest from its date at a rate equal to the interest accruing on and payable with respect to the Series 2021 Bonds.

The Members of the Obligated Group shall have the right to prepay all or a portion of the Series 2021 Obligation as shall be necessary to effect the payment, prepayment, redemption or refunding of the Series 2021 Bonds secured by the Series 2021 Obligation or any portion thereof in the manner provided in the Series 2021 Bond Indenture. If called for prepayment or redemption in such events, the Series 2021 Obligation shall be subject to prepayment or redemption in such



amount, and at such times, in the manner and with the premium necessary to effect the refunding or redemption of all or a portion of the Series 2021 Bonds to be refunded or redeemed.

The Corporation and the Foundation hereby elect to make payments on the Series 2021 Obligation by check or draft hand delivered to the Series 2021 Bond Trustee or by wire transfer to the Series 2021 Bond Trustee, as the Series 2021 Bond Trustee shall direct, in either case delivered on the date each such payment is due. The Corporation and the Foundation also hereby elect to have the Series 2021 Obligation be issuable as a separate series of Direct Note Obligations only in fully registered form exchangeable solely for another fully registered Direct Note Obligation of such series.

The Series 2021 Obligation shall not be issued until all conditions precedent to the issuance of the Series 2021 Bonds set forth in the Series 2021 Bond Indenture, the Series 2021 Loan Agreement and the Plan shall have been satisfied or waived by the proper party or parties. The conditions precedent to the delivery of the Series 2021 Obligation shall include, among other things, delivery to the Master Trustee of an opinion of Independent Counsel not objected to by the Master Trustee to the effect that registration of the Series 2021 Obligation under the Securities Act of 1933, as amended, is not required.

The Corporation and the Foundation shall receive certain credits against its required payments of principal of and interest on the Series 2021 Obligation to the extent set forth in the Series 2021 Loan Agreement.

*Section 209 Security for Obligations.* Any one or more series of Obligations issued hereunder may, so long as any Liens created in connection therewith constitute Permitted Encumbrances, be secured by security (including without limitation letters or lines of credit, insurance or Liens on Property, including health care and senior living Facilities of the Obligated Group, or security interests in depreciation reserve, debt service or interest reserve or debt service or similar funds). Such security need not extend to any other Indebtedness (including any other Obligations or series of Obligations). Consequently, the Supplemental Master Indenture pursuant to which any one or more series of Obligations is issued may provide for such supplements or amendments to the provisions hereof, including without limitation Articles II and V hereof, as are necessary to provide for such security and to permit realization upon such security solely for the benefit of the Obligations entitled thereto.

*Section 210 Issuance of Obligations in Forms Other Than Notes.* (a) To the extent that any Indebtedness which is permitted or required to be issued pursuant to this Master Indenture is not evidenced by a promissory note, an Obligation in the form of a promissory note may be issued hereunder and pledged as security for the payment of such Indebtedness in lieu of directly issuing such Indebtedness as an Obligation hereunder. Nevertheless, the parties hereto agree that Obligations may be issued hereunder to evidence any type of Indebtedness, including without limitation any Indebtedness in a form other than a promissory note. Consequently, the Supplemental Master Indenture pursuant to which any Obligation is issued may provide for such supplements or amendments to the provisions hereof, including without limitation Articles II and V hereof, as are necessary to permit the issuance of such Obligation hereunder and as are not

inconsistent with the intent hereof that, except as otherwise expressly provided herein, all Obligations issued hereunder be equally and ratably secured by any Lien created hereunder.

*Section 211 Appointment of Obligated Group Agent.* Each Member, by becoming a Member of the Obligated Group, irrevocably appoints Timothy Place, NFP as its Obligated Group Agent and true and lawful attorney in fact, and grants to such Obligated Group Agent (a) full and exclusive power to execute and deliver such consents, certifications, instruments and other documents as may be required hereby, including the full and exclusive power to execute and deliver on behalf of the Obligated Group and each Member thereof all Obligations and Supplemental Master Indentures; and (b) full power to take all actions, prepare, authorize and execute all documents and instruments reasonably and ordinarily necessary or by the Obligated Group Agent deemed desirable in connection with the issuance of any Obligations.

### ARTICLE III

#### PREPAYMENT OR REDEMPTION OF OBLIGATIONS

*Section 301 Prepayment or Redemption Dates and Prices.* Obligations shall be subject to optional and mandatory prepayment or redemption in whole or in part and may be prepaid or redeemed prior to maturity at the times and upon the terms as provided in this Master Indenture or the Supplemental Master Indenture pertaining to the series of Obligations to be prepaid or redeemed, but not otherwise.

Unless contrary provision is made in the Supplemental Master Indenture pursuant to which a series of Obligations is issued, the Obligations are callable for redemption prior to maturity in the event of damage to or destruction of the Facilities of any Member of the Obligated Group or any part thereof or condemnation or sale consummated under threat of condemnation of such Facilities or any part thereof, if the Net Proceeds of insurance, condemnation or sale received in connection therewith exceeds the Threshold Amount, but only to the extent provided in Sections 410, 411 and 412 hereof. If called for redemption in such events, the Obligations shall be subject to redemption by the Members at any time, in whole or in part, and if in part then first to the Senior Obligations, *pro rata*, and second to the Subordinate Obligations, *pro rata* (and, if less than all of a maturity is being redeemed, *pro rata*), at the principal amount thereof plus accrued interest to the date fixed for redemption and without premium. Any such Net Proceeds shall be applied to redeem Senior Obligations prior to redemption of any Subordinate Obligations.

To the extent not otherwise provided herein or in a Supplemental Master Indenture, the Obligated Group shall have the right to prepay or redeem all or such portion of the Obligations of any particular series as shall be necessary to effect the payment, prepayment, redemption, refunding or advance refunding of the series of Related Bonds secured by such Obligations or any portion thereof in the manner provided in the Related Bond Indenture. If called for prepayment or redemption in such events, the Obligations of such series shall be subject to prepayment or redemption in such amount, and at such times, in the manner and with the premium necessary to effect the refunding, advance refunding or redemption of all or the portion of the series of Related Bonds to be refunded, advance refunded or redeemed.

*Section 302 Notice of Prepayment or Redemption.* Except as permitted by Section 301 above or unless contrary provision is made with respect to a particular series of Obligations in the Supplemental Master Indenture pursuant to which such Obligations are issued, notice of the call for any such prepayment or redemption identifying the Obligations to be prepaid or redeemed shall be given by mailing a copy of such notice by first class mail, postage prepaid to the registered owner of Obligations to be prepaid or redeemed to the address shown on the registration books maintained by the Master Trustee not less than 30 days prior to the prepayment or redemption date; *provided, however,* that failure to give such notice by mailing or a defect in the notice or the mailing to any particular Obligation Holder will not affect the validity of the prepayment or redemption of any other Obligation.

*Section 303 Partial Prepayment or Redemption of Obligations.* Upon surrender of any Obligation for prepayment or redemption in part only, the Member issuing such Obligation shall execute and the Master Trustee shall authenticate and deliver to the holder thereof, at the expense of the Obligated Group, a new registered Obligation or Obligations of the same series and maturity of authorized denominations in aggregate principal amount equal to the unpaid portion of the Obligation surrendered. Such Member and the Master Trustee may agree with any holder of any Obligation that such holder may, in lieu of surrendering the same for a new registered Obligation, endorse on such Obligation a notice of such partial prepayment or redemption to be made on the following form which shall be typed or printed on the reverse side of, or attached to, such Obligation:

**PAYMENTS ON ACCOUNT OF PRINCIPAL**

|                  |            |        |           |
|------------------|------------|--------|-----------|
| PRINCIPAL AMOUNT | BALANCE OF |        |           |
| PREPAID OR       | PRINCIPAL  | AMOUNT |           |
| PAYMENT DATE     | REDEEMED   | UNPAID | SIGNATURE |

Such partial prepayment or redemption shall be valid upon payment of the amount thereof to the registered owner of any such registered Obligation and the Obligated Group and the Master Trustee shall be fully released and discharged from all liability to the extent of such payment irrespective of whether such endorsement shall or shall not have been made upon the reverse of such Obligation by the owner thereof and irrespective of any error or omission in such endorsement.

*Section 304 Effect of Call for Prepayment or Redemption.* On the date designated for prepayment or redemption by notice given as herein provided, the Obligations so called for prepayment or redemption shall become and be due and payable at the prepayment or redemption price provided for prepayment or redemption of such Obligations on such date. If on the date fixed for prepayment or redemption moneys for payment of the prepayment or redemption price and accrued interest are held by the Master Trustee or any other Paying Agent as provided herein, interest on such Obligations so called for prepayment or redemption shall cease to accrue, such Obligations shall cease to be entitled to any benefit or security hereunder except the right to receive

payment from the moneys held by the Master Trustee or the Paying Agents and the amount of such Obligations so called for prepayment or redemption shall be deemed paid and no longer outstanding.

## ARTICLE IV

### GENERAL COVENANTS

*Section 401 Payment of Principal, Premium, If Any, and Interest.* Each Member unconditionally and irrevocably (subject to the right of such Member to cease its status as a Member of the Obligated Group pursuant to the terms and conditions of Section 405 hereof), jointly and severally covenants that it will promptly pay the principal of, premium, if any, and interest on every Obligation issued under this Master Indenture at the place, on the dates and in the manner provided herein and in said Obligations according to the true intent and meaning thereof. Notwithstanding any schedule of payments upon the Obligations set forth herein or in the Obligations, each Member unconditionally and irrevocably (subject to the right of such Member to cease its status as a Member of the Obligated Group pursuant to the terms and conditions of Section 405 hereof), jointly and severally agrees to make payments upon each Obligation and be liable therefor at the times and in the amounts (including principal, interest and premium, if any) equal to the amounts to be paid as interest, principal at maturity or by mandatory sinking fund redemption, or premium, if any, upon any Related Bonds from time to time outstanding.

*Section 402 Performance of Covenants.* Each Member covenants that it will faithfully perform at all times any and all covenants, undertakings, stipulations and provisions contained in this Master Indenture and in each and every Obligation executed, authenticated and delivered hereunder.

*Section 403 Representations and Warranties by the Initial Members.* Each of the Initial Members makes the following representations and warranties as the basis for its covenants herein:

(a) It is a not for profit corporation duly incorporated under the laws of the State of Illinois, is in good standing and duly authorized to conduct its business and affairs in Illinois, is duly authorized and has full power under the laws of Illinois and all other applicable provisions of law and its articles of incorporation and by-laws to create, issue, enter into, execute and deliver or approve, to the extent it is a party thereto as applicable, this Master Indenture, the Series 2021 Obligation and the Mortgage and all action on its part necessary for the valid execution and delivery of this Master Indenture and the Mortgage, and the valid creation, issuance and delivery of the Series 2021 Obligation, has been duly and effectively taken; and the Series 2021 Obligation in the hands of the holders thereof will be the legal and valid obligations of the Members of the Obligated Group.

(b) The execution and delivery of the Series 2021 Obligation, the Mortgage and this Master Indenture, the consummation of the transactions contemplated hereby, and the fulfillment of the terms and conditions hereof do not and will not conflict with or result in a breach of any of the terms or conditions of any corporate restriction or of any agreement or instrument to which it is now a party, and do not and will not constitute a default under any of the foregoing, or result in

the creation or imposition of any Lien of any nature upon any of its Property except for Permitted Encumbrances. It has good and marketable fee simple title to all of its Property constituting real property other than that which it leases in which case it has a valid leasehold estate in the real property demised by each such lease and good and marketable title to all of its other Property, in all cases, free and clear of all Liens except for Permitted Encumbrances. The easements, rights-of-way, liens, encumbrances, covenants, conditions, restrictions, exceptions, minor defects, irregularities of title and encroachments on adjoining real estate, if any, now existing with respect to its Property do not and will not in the aggregate materially adversely affect the value of the Property currently affected thereby, materially impair the same, or materially impair or materially interfere with the operation and usefulness thereof for the purpose for which it was acquired or is held by it. Its Property (including the Series 2010 Project) does not violate, in any material respect, any applicable zoning, land use, environmental or similar law or restriction. The recitals of fact and statements contained in this Master Indenture and in each Related Loan Document are or, in the case of Related Loan Documents entered into in the future, will be true.

(c) It has all necessary licenses and permits currently required to occupy and operate its Property and its Facilities.

(d) It is a Tax-Exempt Organization; it has received a determination letter from the Internal Revenue Service to the effect that it is a Tax-Exempt Organization which letter is still in full force and effect; and it does not have any “unrelated business taxable income” as defined in Section 512 of the Code which could have a material adverse effect on its status as a Tax-Exempt Organization or which, if such income were subject to federal income taxation, would have a material adverse effect on its condition, financial or otherwise.

(e) It has not heretofore engaged in, and the consummation of the transactions herein provided for and compliance by it with the provisions of this Master Indenture and the Obligations issued hereunder will not involve, to the extent applicable, any prohibited transaction within the meaning of, the Employee Retirement Income Security Act of 1974, as amended (herein sometimes referred to as “ERISA”) or Section 4975 of the Code. No “employee pension benefit plans,” as defined in ERISA (herein sometimes referred to as “Pension Plans”), maintained by it, if any, and no trusts created thereunder, have incurred any “accumulated funding deficiency” as defined in Section 302 of ERISA and the present value of all benefits vested under all Pension Plans, if any, did not exceed, as of the last annual valuation date the value of the assets of the Pension Plans allocable to such vested benefits.

(f) It has full power and lawful authority to enter into and maintain a security agreement under the Uniform Commercial Code of the state in which it operates and grant a security interest to the Master Trustee in the “trust estate” hereof, and will preserve, warrant and defend the same unto the Master Trustee against the claims of all persons and parties.

*Section 404 Entrance into the Obligated Group.* As of the date of execution of this Master Indenture, the Corporation and the Foundation are the only Members of the Obligated Group. Any other Person may become a Member of the Obligated Group if:

(a) Such Person shall execute and deliver to the Master Trustee a Supplemental Master Indenture not objected to by the Master Trustee which shall be executed by the Master Trustee and the Obligated Group Agent, containing (i) the agreement of such Person (A) to become a Member of the Obligated Group and thereby to become subject to compliance with all provisions of this Master Indenture and (B) unconditionally and irrevocably (subject to the right of such Person to cease its status as a Member of the Obligated Group pursuant to the terms and conditions of Section 405 hereof) to jointly and severally make payments upon each Obligation at the times and in the amounts provided in each such Obligation and (ii) representations and warranties by such Person substantially similar to those set forth in Section 403 other than those contained in Section 403(d) if such Person is not a Tax-Exempt Organization (but with such deviations as are not objected to by the Master Trustee);

(b) The Obligated Group Agent, by appropriate action of its Governing Body, shall have approved the admission of such Person to the Obligated Group, and each of the other Members shall have taken such action, if any, required to approve the admission of such Person to the Obligated Group;

(c) The Master Trustee shall have received (1) an Officer's Certificate of the Obligated Group Agent which (A) demonstrates that (i) immediately upon such Person becoming a Member of the Obligated Group, the Historical Pro Forma Debt Service Coverage Ratio of the Obligated Group, taking the Person becoming a Member into account, for the most recent Fiscal Year for which financial statements that have been reported upon by independent certified public accountants are available would be not less than 1.20:1 or that such Historical Pro Forma Debt Service Coverage Ratio of the Obligated Group, taking the Person becoming a Member into account, is not less than the Historical Maximum Annual Debt Service Coverage Ratio of the Obligated Group was for such Fiscal Year without such Person becoming a Member of the Obligated Group and (ii) immediately upon such Person becoming a Member of the Obligated Group, taking the Person becoming a Member into account, the Obligated Group would be in compliance with the Liquidity Requirement of Section 425 of this Master Indenture based on the most recent quarterly financial statements delivered to the Master Trustee pursuant to Section 414 hereof or that the number of Days Cash on Hand of the Obligated Group (whichever is applicable under this Master Indenture), taking the Person becoming a Member into account, is greater than the number of Days Cash on Hand would be without such Person becoming a Member of the Obligated Group; and (B) states that immediately after such Person becoming a Member of the Obligated Group, no event of default exists hereunder and no event shall have occurred which with the passage of time or the giving of notice, or both, would become such an event of default as a result of the addition of such Member; (2) an opinion of Independent Counsel in form and substance not objected to by the Master Trustee to the effect that (x) the instrument described in paragraph (a) above has been duly authorized, executed and delivered and constitutes a legal, valid and binding agreement of such Person, enforceable in accordance with its terms, subject to customary exceptions for bankruptcy, insolvency and other laws generally affecting enforcement of creditors' rights and application of general principles of equity and to the exceptions set forth in *Exhibit D* hereto and (y) the addition of such Person to the Obligated Group will not adversely affect the status as a Tax-Exempt Organization of any Member which otherwise has such status, and (3) if all amounts due or to become due on all Related Bonds have not been paid to the holders thereof and provision for such payment has not been made in such manner as to have resulted in

the defeasance of all Related Bond Indentures, an Opinion of Bond Counsel to the effect that under then existing law the addition of such Person to the Obligated Group, whether or not contemplated on the date of delivery of any such Related Bond, would not adversely affect the validity of any Related Bond or any exemption from federal or state income taxation of interest payable on such Bond otherwise entitled to such exemption; *provided* that in making the calculation called for by this subsection, (i) there shall be excluded from Revenues (a) any Revenues generated by Property of such Person transferred or otherwise disposed of by such Person since the beginning of the Fiscal Year during which such Person's entry into the Obligated Group occurs and (b) any Revenues generated by Property of the new Member which at the time of such Member's entry into the Obligated Group will be categorized as Excluded Property and (ii) there shall be excluded from Expenses (a) any Expenses related to Property of such Person transferred or otherwise disposed of by such Person since the beginning of the Fiscal Year during which such Person's entry into the Obligated Group occurs and (b) any Expenses related to Property of the new Member which at the time of such Member's entry into the Obligated Group will be categorized as Excluded Property;

(d) (i) *Exhibit A* to this Master Indenture is amended to include a description of the real property of the Person becoming a Member upon which the primary operations of such Person are conducted and a description of any Permitted Encumbrances of the type described in paragraph (s)(ii) of the definition thereof, (ii) *Exhibit C* is amended to include a description of the Property of the Person becoming a Member which is to be considered Excluded Property (*provided* that such Property may be treated as Excluded Property only if such Property is real or tangible personal property and the primary operations of such Person are not conducted upon such real property), and (iii) *Exhibit E* is amended to add such Person as a Member;

(e) Each successor, assignee, surviving, resulting or transferee corporation of a Member must agree to become, and satisfy the above-described conditions to becoming, a Member of the Obligated Group prior to any such succession, assignment or other change in such Member's corporate status; and

(f) If any Related Bonds were rated by a Rating Agency prior to the Person entering the Obligated Group, evidence from such Rating Agency, satisfactory to the Master Trustee, that the rating(s) on such Related Bonds will not be reduced or withdrawn as a result of such Person entering the Obligated Group.

*Section 405 Cessation of Status as a Member of the Obligated Group.* Each Member covenants that it will not take any action, corporate or otherwise, which would cause it or any successor thereto into which it is merged or consolidated under the terms of the Master Indenture to cease to be a Member of the Obligated Group unless:

(a) the Member proposing to withdraw from the Obligated Group is not a party to any Related Loan Documents with respect to Related Bonds which remain outstanding;

(b) prior to cessation of such status, there is delivered to the Master Trustee an Opinion of Bond Counsel to the effect that, under then existing law, the cessation by the Member of its status as a Member will not adversely affect the validity of any Related Bond or any exemption

from federal or state income taxation of interest payable thereon to which such Bond would otherwise be entitled;

(c) prior to the cessation of such status, there is delivered to the Master Trustee an Officer's Certificate of the Obligated Group Agent to the effect that: (A) (i) immediately after such cessation the Historical Pro Forma Debt Service Coverage Ratio of the Obligated Group, taking such cessation into account, for the most recent Fiscal Year for which financial statements that have been reported upon by independent certified public accountants are available would be not less than 1.20:1 and (ii) immediately after such cessation, taking such cessation into account, the Obligated Group would be in compliance with the Liquidity Requirement of Section 425 of this Master Indenture based on the most recent quarterly financial statements delivered to the Master Trustee pursuant to Section 414 hereof; and (B) immediately after such cessation, no event of default exists hereunder and no event shall have occurred which with the passage of time or the giving of notice, or both, would become such an event of default as a result of the addition of such Member;

(d) prior to such cessation there is delivered to the Master Trustee an opinion of Independent Counsel (which Counsel and opinion are not objected to by the Master Trustee) to the effect that the cessation by such Member of its status as a Member will not adversely affect the status as a Tax-Exempt Organization of any Member which otherwise has such status;

(e) If any Related Bonds were rated by a Rating Agency prior to the Person withdrawing from the Obligated Group, evidence from such Rating Agency, satisfactory to the Master Trustee, that the rating(s) on such Related Bonds will not be reduced or withdrawn as a result of such Person withdrawing from the Obligated Group; and

(f) prior to cessation of such status, the Obligated Group Agent consents in writing to the withdrawal by such Member.

Upon such cessation in accordance with the foregoing provisions, (i) *Exhibit A* hereto shall be amended to delete therefrom the description of any real property and of any Permitted Encumbrances of the type described in paragraph (s) of the definition of Permitted Encumbrances of the Member which has ceased being a Member of the Obligated Group, (ii) *Exhibit C* shall be amended to delete therefrom any Property of the Member which has ceased being a Member, (iii) *Exhibit E* shall be amended to delete therefrom the name of such Person and (iv) the Master Trustee shall be authorized to release any mortgage held by the Master Trustee upon the Property of such Member which has ceased being a Member of the Obligated Group.

*Section 406 Covenants as to Corporate Existence, Maintenance of Properties, and Similar Matters; Right of Contest.* Each Member hereby covenants to:

(a) Except as otherwise expressly provided herein (i) preserve its corporate or other separate legal existence, (ii) preserve all its rights and licenses to the extent necessary or desirable in the operation of its business and affairs and (iii) be qualified to do business and conduct its affairs in each jurisdiction where its ownership of Property or the conduct of its business or affairs requires such qualification; *provided, however*, that nothing in this Master Indenture contained



shall be construed to obligate such Member to retain, preserve or keep in effect the rights, licenses or qualifications no longer used or, in the judgment of its Governing Body, useful in the conduct of its business.

(b) With respect to any Member which is, on the date it becomes a Member, a Tax-Exempt Organization, maintain its status as a Tax-Exempt Organization throughout the term of this Master Indenture unless (1) the Governing Body determines that such status is not necessary or useful, and (2) prior to the cessation of such status there is delivered to the Master Trustee (x) an Opinion of Bond Counsel to the effect that such change in status will not have an adverse effect on the exemption of interest on any Related Bond from federal income taxation to which such Bond is otherwise entitled or the validity or enforceability of any Related Bond, and (y) an opinion of Independent Counsel not objected to by the Master Trustee to the effect that registration of the Obligations under the Securities Act of 1933, as amended, is not required or that such Obligations have been so registered.

(c) At all times use its Facilities only in furtherance of its lawful corporate purposes and cause its business to be carried on and conducted and its Property and each part thereof to be maintained, preserved and kept in good repair, working order and condition and in as safe condition as its operations will permit and make all necessary and proper repairs (interior and exterior, structural and non-structural, ordinary as well as extraordinary and foreseen as well as unforeseen), renewals and replacements thereof so that its operations and business shall at all times be conducted in an efficient, proper and advantageous manner; *provided, however*, that nothing herein contained shall be construed (i) to prevent it from ceasing to operate any non-material portion of its Property, if in its reasonable judgment (evidenced, in the case of such a cessation other than in the ordinary course of business, by a determination by its Governing Body) it is advisable not to operate the same, or if it intends to sell or otherwise dispose of the same and within a reasonable time endeavors to effect such sale or other disposition, or (ii) to obligate it to retain, preserve, repair, renew or replace any Property, leases, rights, privileges or licenses no longer used or, in the judgment of its Governing Body, useful in the conduct of its business.

(d) Pay or cause to be paid: (i) all taxes, levies, assessments and charges on account of the use, occupancy or operation of its Property, including but not limited to all sales, use, occupation, real and personal property taxes, all permit and inspection fees, occupation and license fees and all water, gas, electric, light, power or other utility charges assessed or charged on or against its Property or on account of its use or occupancy thereof or the activities conducted thereon or therein: and (ii) all taxes, assessments and impositions, general and special, ordinary and extraordinary, of every name and kind, which shall be taxed, levied, imposed or assessed during the term of this Master Indenture upon all or any part of its Property, or its interest or the interest of any Related Issuer or either of them in and to its Property, or upon its interest or the interest of any Related Issuer or the interest of either of them in this Master Indenture or the amounts payable hereunder or under the Obligations. If under applicable law any such tax, levy, charge, fee, rate, imposition or assessment may at the option of the taxpayer be paid in installments, any Member may exercise such option.

(e) Not create or permit to be created or remain and, at its cost and expense, promptly discharge or terminate all Liens on its Property or any part thereof which are not Permitted Encumbrances.

(f) At its sole cost and expense, promptly comply with all present and future laws, ordinances, orders, decrees, decisions, rules, regulations and requirements of every duly constituted governmental authority, commission and court and the officers thereof which may be applicable to it or any of its affairs, business, operations and Property, any part thereof, any of the streets, alleys, passageways, sidewalks, curbs, gutters, vaults and vault spaces adjoining any of its Property or any part thereof or to the use or manner of use, occupancy or condition of any of its Property or any part thereof.

(g) Promptly pay or otherwise satisfy and discharge all of its obligations and Indebtedness and all demands and claims against it as and when the same become due and payable which if not so paid, satisfied or discharged would constitute a default or an event of default under Section 502(d) hereof.

(h) At all times comply with all terms, covenants and provisions of any Liens at such time existing upon its Property or any part thereof or securing any of its Indebtedness.

(i) Procure and maintain all necessary licenses and permits and use its best efforts to maintain the status of its health care Facilities (other than those not currently having such status or not having such status on the date a Person becomes a Member hereunder) as providers of health care services eligible for payment under those third-party payment programs which its Governing Body determines are appropriate.

(j) In the case of the Corporation and the Foundation and each Member which is a Tax-Exempt Organization at the time it becomes a Member, so long as the Master Indenture shall remain in force and effect and so long as all amounts due or to become due on all Related Bonds have not been fully paid to the holders thereof or provision for such payment has not been made, to take no action or suffer any action to be taken by others, including any action which would result in the alteration or loss of its status as a Tax-Exempt Organization, which could result in any such Related Bond being declared invalid or result in the interest on any Related Bond, which is otherwise exempt from federal or state income taxation, becoming subject to such taxation.

(k) Operate all of its Facilities so as not to discriminate on a legally impermissible basis.

(l) In the case of the Corporation and the Foundation and each Member which is a Tax-Exempt Organization at the time it becomes a Member, not distribute any of its revenues, income or profits, whether realized or unrealized, to any of its members, directors or officers or allow the same to inure to the benefit of any private person, association or corporation, other than for the lawful corporate purposes of such Member, as the case may be; *provided, further*, that no such distribution shall be made which is not permitted by the legislation pursuant to which such Member is governed or which would result in the loss or alteration of its status as a Tax-Exempt Organization.

The foregoing notwithstanding, any Member may (i) cease to be a not-for-profit corporation, or (ii) take actions which could result in the alteration or loss of its status as a Tax-Exempt Organization if (1) prior thereto there is delivered to the Master Trustee an Opinion of Bond Counsel to the effect that such actions would not adversely affect the validity of any Related Bond, the exemption from federal or state income taxation of interest payable on any Related Bond otherwise entitled to such exemption or adversely affect the enforceability in accordance with its terms of the Master Indenture against any Member and (2) after such action the Obligated Group could meet the conditions described in Section 415(A) for the incurrence of one dollar of additional Funded Indebtedness.

For the purposes of this Section 406 (other than subparagraph (e) hereof), the terms Property and Facilities shall be deemed to include Excluded Property.

No Member shall be required to pay any tax, levy, charge, fee, rate, assessment or imposition referred to herein above, to remove any Lien required to be removed under this Section 406, pay or otherwise satisfy and discharge its obligations, Indebtedness (other than Indebtedness evidenced by Obligations), demands and claims against it or to comply with any Lien, law, ordinance, rule, order, decree, decision, regulation or requirement referred to in this Section 406, so long as such Member shall contest, in good faith and at its cost and expense, in its own name and behalf, the amount or validity thereof, in an appropriate manner or by appropriate proceedings which shall operate during the pendency thereof to prevent the collection of or other realization upon the tax, levy, charge, fee, rate, assessment, imposition, obligation, Indebtedness, demand, claim or Lien so contested, and the sale, forfeiture, or loss of its Property or any part thereof, *provided*, that no such contest shall subject any Related Issuer, any Obligation holder or the Master Trustee to the risk of any liability. While any such matters are pending, such Member shall not be required to pay, remove or cause to be discharged the tax, levy, charge, fee, rate, assessment, imposition, obligation, Indebtedness, demand, claim or Lien being contested, unless such Member agrees to settle such contest and payments under such settlement agreement are deemed to be due and payable. Each such contest shall be promptly prosecuted to final conclusion (subject to the right of such Member engaging in such a contest to settle such contest), and in any event the Member will save all Related Issuers, all Related Bond Trustees, all Obligation Holders and the Master Trustee harmless from and against all losses, judgments, decrees and costs (including attorneys' fees and expenses in connection therewith) as a result of such contest and will, promptly after the final determination of such contest or settlement thereof, pay and discharge the amounts which shall be levied, assessed or imposed or determined to be payable therein, together with all penalties, fines, interests, costs and expenses thereon or incurred in connection therewith. The Member engaging in such a contest shall give the Master Trustee prompt written notice of any such contest. Each Member hereby waives, to the extent permitted by law, any right which it may have to contest (i) any Obligation issued for the benefit of another Member or (ii) any Obligation issued to secure or in connection with Related Bonds.

If the Master Trustee shall notify such Member that, in the opinion of Independent Counsel, by nonpayment of any of the foregoing items the Property of such Member or any substantial part thereof will be subject to imminent loss or forfeiture, then such Member shall promptly pay all such unpaid items and cause them to be satisfied and discharged.

*Section 407 Insurance.* Each Member shall maintain, or cause to be maintained at its sole cost and expense, insurance with respect to its Property, the operation thereof and its business against such casualties, contingencies and risks (including but not limited to public liability and employee dishonesty) and in amounts not less than is customary in the case of corporations engaged in the same or similar activities and similarly situated and as is adequate to protect its Property and operations. For purposes of this Section 407, the term Property shall be deemed to include Excluded Property. The Obligated Group Agent shall annually review the insurance each Member maintains to determine whether such insurance is customary and adequate. In addition, the Obligated Group Agent shall (commencing with its Fiscal Year ending December 31, 2021) cause a certificate of an Insurance Consultant or Insurance Consultants to be delivered to the Master Trustee within 150 days of the end of each Fiscal Year which certificate indicates that the insurance then being maintained by the Members is customary in the case of corporations engaged in the same or similar activities and similarly situated and is adequate to protect the Obligated Group's Property and operations. In the event the Insurance Consultant finds that the Obligated Group has not maintained sufficient insurance to meet the requirements of this Section, the Obligated Group shall promptly obtain the insurance (whether in terms of type or amount) as recommended by the Insurance Consultant. The Obligated Group Agent shall cause copies of the certificates of the Insurance Consultant or Insurance Consultants, as the case may be, to be delivered promptly to the Master Trustee. The Obligated Group or any Member may self-insure if the Insurance Consultant or Insurance Consultants determine(s) that such self-insurance meets the standards set forth in the first sentence of this paragraph and is prudent under the circumstances; *provided, however,* that no Member of the Obligated Group shall self-insure any of its Property, Plant and Equipment.

The Master Trustee makes no representations as to and shall have no responsibility for the sufficiency of the insurance.

*Section 408 Right to Perform Members' Covenants; Advances.* In the event any Member shall fail to (i) pay any tax, charge, assessment or imposition to the extent required hereunder, (ii) remove any Lien or terminate any lease to the extent required hereunder, (iii) maintain its Property in repair to the extent required hereunder, (iv) procure the insurance required hereby, in the manner herein described, or (v) fail to make any other payment or perform any other act required to be performed hereunder, and is not contesting the same in accordance with Section 406 hereof, then and in each such case the Master Trustee may (but shall not be obligated to) remedy such failure for the account of such Member and make advances for that purpose. No such performance or advance shall operate to release such Member from any such failure and any sums so advanced by the Master Trustee shall be repayable by such Member on demand and shall bear interest at the Master Trustee's announced prime rate per annum from time to time in effect, from the date of the advance until repaid. The Master Trustee shall have the right of entry on such Member's Property or any portion thereof, in order to effectuate the purposes of this Section 408, subject to the permission of a court of competent jurisdiction, if required by law.

*Section 409 Rates and Charges.* Each Member covenants and agrees to operate all of its Facilities on a revenue-producing basis and to charge such fees and rates for its Facilities and services and to exercise such skill and diligence, including obtaining payment for services provided, as to provide income from its Property together with other available funds sufficient to

pay promptly all payments of principal and interest on its Indebtedness, all expenses of operation, maintenance and repair of its Property and all other payments required to be made by it hereunder to the extent permitted by law. Each Member further covenants and agrees that it will from time to time as often as necessary and to the extent permitted by law, revise its rates, fees and charges in such manner as may be necessary or proper to comply with the provisions of this Section.

The Obligated Group covenants that it will calculate its Historical Debt Service Coverage Ratio as of the last day of each Fiscal Quarter and shall deliver an Officer's Certificate setting forth such calculation to the Master Trustee no later than forty-five (45) days after the end of such Fiscal Quarter.

The Obligated Group further covenants that it will maintain a Historical Debt Service Coverage Ratio of at least the applicable Historical Debt Service Coverage Requirement as of the end of each Fiscal Quarter, commencing on the Initial Testing Date. If the Historical Debt Service Coverage Ratio of the Obligated Group is less than the applicable Historical Debt Service Coverage Requirement as of the end of any Fiscal Quarter, the Obligated Group Agent, at the Obligated Group's expense, shall engage a Consultant within 30 days following the applicable calculation described above to make recommendations with respect to the rates, fees and charges of the Members and the Obligated Group's methods of operation and other factors affecting its financial condition in order to generate a Historical Debt Service Coverage Ratio of at least the applicable Historical Debt Service Coverage Requirement. The Consultant selected as required by this Section 409 shall be approved and retained as set forth in Section 434 hereof.

Within 60 days of the actual engagement of a Consultant as provided in Section 434 hereof, the Obligated Group Agent shall cause a copy of the Consultant's report and recommendations (the "*Initial Consultant Report*" for purposes of this Section), if any, to be filed with each Member and each Required Information Recipient. Each Member shall follow each recommendation of the Consultant applicable to it, as permitted by law. This Section shall not be construed to prohibit any Member from serving any class or classes of patients without charge or at reduced rates so long as such service does not prevent the Obligated Group from satisfying the other requirements of this Section.

If the Obligated Group fails to achieve a Historical Debt Service Coverage Ratio of at least the applicable Historical Debt Service Coverage Requirement by the end of the fourth Fiscal Quarter after the Initial Consultant Report is required to be provided as set forth in the preceding paragraph, the Obligated Group shall, if so directed by the Majority Holders, appoint an independent third party manager acceptable to such Majority Holders or if a third party manager is then managing the Facility, replace the manager with a manager acceptable to such Majority Holders. Notwithstanding the preceding sentence, if at the end of the fourth Fiscal Quarter after the Initial Consultant Report is required to be provided as set forth in the preceding paragraph, the Consultant certifies that the Obligated Group has complied with all of its recommendations (except any recommendation to replace the Initial Manager, as the manager), then the period to obtain compliance with the Historical Debt Service Coverage Requirement shall be extended another four Fiscal Quarters, provided that if the Obligated Group fails to comply with all such recommendations at any time during such extended four Fiscal Quarters, the Obligated Group shall, if so directed by the Majority Holders, appoint an independent third party manager

acceptable to such Majority Holders or if a third party manager is then managing the Facility, replace the manager with a manager acceptable to such Majority Holders. If the Obligated Group is not in compliance by the end of the eighth Fiscal Quarter after the Initial Consultant Report is required to be provided as set forth in the preceding paragraph, the Obligated Group shall, if so directed by the Majority Holders, appoint an independent third party manager acceptable to such Majority Holders or if a third party manager is then managing the Facility, replace the manager with a manager acceptable to such Majority Holders. In all events, if the Initial Consultant Report recommends replacing the Initial Manager as manager of the Facility and even if the Obligated Group is in compliance with all other recommendations of the Consultant as set forth in the Initial Consultant Report, then the Obligated Group shall from and after the eighth Fiscal Quarter after the Initial Consultant Report is required to be provided as set forth in the preceding paragraph and if so directed by the Majority Holders, appoint an independent third party manager acceptable to such Majority Holders.

Notwithstanding the foregoing, it shall constitute an Event of Default under the Master Indenture if: (a) the Obligated Group fails to maintain a Historical Debt Service Coverage Ratio of at least 1.00:1 as of any Fiscal Quarter, or (b) the Obligated Group fails to maintain a Historical Debt Service Coverage Ratio of at least the Historical Debt Service Coverage Requirement for any Fiscal Quarter (but the Historical Debt Service Coverage Ratio is greater than 1.00:1) and the Days Cash on Hand for such Fiscal Quarter is less than 150.

Notwithstanding any other provisions of this Master Indenture, in the event that any Member of the Obligated Group incurs any Additional Indebtedness for Phase II as provided for in Section 415(A) hereof, the Debt Service Requirements on such Additional Indebtedness and the Revenues and Expenses relating to the project or projects financed with the proceeds of such Additional Indebtedness shall be excluded from the calculation of the Historical Debt Service Coverage Ratio of the Obligated Group for the purposes of complying with this Section 409, until the earlier of (i) the first Fiscal Quarter in which Stable Occupancy is achieved with respect to Phase II, or (ii) the forty-ninth (49) month after the incurrence of such Additional Indebtedness.

*Section 410 Damage or Destruction.* Each Member agrees to notify the Master Trustee immediately in the case of the destruction of its Facilities or any portion thereof as a result of fire or other casualty, or any damage to such Facilities or portion thereof as a result of fire or other casualty, the Net Proceeds of which are estimated to exceed the Threshold Amount. Each Member hereby irrevocably assigns to the Master Trustee, as its interests may appear, all right, title and interest of such Member in and to any Net Proceeds relating to such damage or destruction, which exceeds the Threshold Amount. Such Net Proceeds shall be initially paid to the Master Trustee for disbursement or use as hereinafter provided. If such Net Proceeds do not exceed the Threshold Amount, such Net Proceeds may be paid directly to the Member suffering such casualty or loss. The Members covenant that they will expend or contract to expend an amount not less than the amount of any such Net Proceeds within 24 months after receipt thereof to (i) repair, replace or restore the damaged or destroyed facilities, (ii) acquire or construct additional capital assets for any one or more Members, or (iii) prepay Obligations or repay the principal portion of any Indebtedness incurred by any one or more Members of the Obligated Group to acquire or construct capital assets or refinance Indebtedness incurred for such purpose.

In the event such Net Proceeds exceed the Threshold Amount, the Member suffering such casualty or loss shall within 12 months after the date on which the Net Proceeds are finally determined, elect by written notice to the Master Trustee one of the following three options:

(a) *Option A—Repair and Restoration.* Such Member may elect to replace, repair, reconstruct, restore or improve any of the Facilities of the Obligated Group or acquire additional Facilities for the Obligated Group or repay Indebtedness incurred for any such purpose pending the receipt of such Net Proceeds. In such event an amount equal to the Net Proceeds of any insurance relating thereto shall be deposited, when received, with the Master Trustee and such Member shall proceed forthwith to replace, repair, reconstruct, restore or improve Facilities of the Obligated Group or to acquire additional Facilities and will apply the Net Proceeds of any insurance relating to such damage or destruction received from the Master Trustee to the payment or reimbursement of the costs of such replacement, repair, reconstruction, restoration, improvement or acquisition or to the repayment of such Indebtedness. So long as the Members are not in default hereunder, any Net Proceeds of insurance relating to such damage or destruction received by the Master Trustee shall be released from time to time by the Master Trustee to such Member upon the receipt by the Master Trustee of:

(1) the Written Request of such Member specifying the expenditures made or to be made or the Indebtedness incurred in connection with such replacement, repair, reconstruction, restoration, improvement or acquisition and stating that such Net Proceeds, together with any other moneys legally available for such purposes, will be sufficient to complete such replacement, repair, reconstruction, restoration, improvement or acquisition; and

(2) if such expenditures were or are to be made or such Indebtedness was incurred for the construction or renovation of Facilities, the written approval of such Written Request (solely as to the sufficiency of the expenditures requested by the Member to complete such replacement, repair, reconstruction, restoration, improvement or acquisition) by an Independent Architect.

It is further understood and agreed that in the event such Member shall elect this Option A, such Member shall complete the replacement, repair, reconstruction, restoration, improvement and acquisition of the Facilities, whether or not the Net Proceeds of insurance received for such purposes are sufficient to pay for the same.

(b) *Option B—Prepayment of Obligations.* Subject to the obligations of the Members under Section 406 hereof, such Member may elect to have all of the Net Proceeds payable as a result of such damage or destruction applied to the prepayment of the Obligations. In such event such Member shall, in its notice of election to the Master Trustee, direct the Master Trustee to apply such Net Proceeds, when and as received, to the prepayment first of Senior Obligations and then of Subordinate Obligations in accordance with the provisions of Section 301 hereof.

(c) *Option C—Partial Restoration and Partial Prepayment of Obligations.* Such Member may elect to have a portion of such Net Proceeds applied to the replacement, repair, reconstruction, restoration and improvement of the Facilities of the Obligated Group or the

acquisition of additional Facilities for the Obligated Group or the repayment of Indebtedness incurred for any such purpose pending the receipt of such Net Proceeds with the remainder of such Net Proceeds to be applied to prepay Obligations, in which event such Net Proceeds to be used for replacement, repair, reconstruction, restoration, improvement and acquisition shall be applied as set forth in subparagraph (a) of this Section 410 and such Net Proceeds to be used for prepayment of the Obligations shall be applied as set forth in subparagraph (b) of this Section 410.

*Section 411 Condemnation.* The Master Trustee shall cooperate fully with the Members in the handling and conduct of any prospective or pending condemnation proceedings with respect to their Facilities or any part thereof. Each Member hereby irrevocably assigns to the Master Trustee, as its interests may appear, all right, title and interest of such Member in and to any Net Proceeds of any award, compensation or damages payable in connection with any such condemnation or taking, or payment received in a sale transaction consummated under threat of condemnation (any such award, compensation, damages or payment being hereinafter referred to as an “award”), which exceeds the Threshold Amount. Such Net Proceeds shall be initially paid to the Master Trustee for disbursement or use as hereinafter provided. If such Net Proceeds do not exceed the Threshold Amount, such Net Proceeds may be paid to the Member in question. The Members covenant that they will expend or contract to expend an amount not less than the amount of any such Net Proceeds within 24 months of the receipt thereof to (i) restore, replace or repair the condemned Facilities, (ii) acquire or construct additional capital assets, or (iii) prepay Obligations or repay the principal portion of Indebtedness incurred by one or more Members of the Obligated Group to acquire or construct capital assets or to refinance Indebtedness incurred for such purpose.

In the event such Net Proceeds exceed the Threshold Amount, the Member in question shall within 12 months after the date on which the Net Proceeds are finally determined elect by written notice of such election to the Master Trustee one of the following three options:

(a) *Option A—Repairs and Improvements.* The Member may elect to use the Net Proceeds of the award for restoration or replacement of or repairs and improvements to the Facilities of the Obligated Group or the acquisition of additional Facilities for the Obligated Group or the repayment of Indebtedness incurred for any such purpose pending the receipt of such Net Proceeds. In such event, so long as the Obligated Group is not in default hereunder, such Member shall have the right to receive such Net Proceeds from the Master Trustee from time to time upon the receipt by the Master Trustee of:

(1) the Written Request of such Member specifying the expenditures made or to be made or the Indebtedness incurred in connection with such restoration, replacement, repairs, improvements and acquisitions and stating that such Net Proceeds, together with any other moneys legally available for such purposes, will be sufficient to complete such restoration, replacement, repairs, improvements and acquisition; and

(2) if such expenditures were or are to be made or such Indebtedness was incurred for the construction or renovation of Facilities, the written approval of such Written Request (solely as to the sufficiency of the expenditures requested by the Member



to complete such replacement, repair, reconstruction, restoration, improvement or acquisition) by an Independent Architect.

(b) *Option B—Prepayment of Obligations.* Subject to the obligation of such Member under Section 406 hereof, such Member may elect to have such Net Proceeds of the award applied to the prepayment of the Obligations. In such event such Member shall, in its notice of election to the Master Trustee, direct the Master Trustee to apply such Net Proceeds, when and as received, to the prepayment of first of Senior Obligations and then of Subordinate Obligations in accordance with the provisions of Section 301 hereof.

(c) *Option C—Partial Restoration and Partial Prepayment of Obligations.* Such Member may elect to have a portion of such Net Proceeds of the award applied to the repair, replacement, restoration and improvement of the Facilities of the Obligated Group or the acquisition of additional Facilities for the Obligated Group or the repayment of Indebtedness incurred for any such purpose pending the receipt of such Net Proceeds, with the remainder of such Net Proceeds to be applied to the prepayment of Obligations, in which event such Net Proceeds to be used for repair, replacement, restoration, improvement and acquisition shall be applied as set forth in subparagraph (a) of this Section 411 and such Net Proceeds to be used for prepayment of the Obligations shall be applied as set forth in subparagraph (b) of this Section 411.

*Section 412 Other Provisions with Respect to Net Proceeds.* Amounts received by the Master Trustee in respect of Net Proceeds shall, at the Written Request of the Obligated Group Agent, be deposited with the Master Trustee in a special trust account and be invested or reinvested by the Master Trustee as directed in writing by the Obligated Group Agent in Permitted Investments subject to any Member's right to receive the same pursuant to Sections 410 and 411 hereof. If any Member elects to proceed under either Section 410(a) or (c) or 411(a) or (c), any amounts in respect of such Net Proceeds not so paid to such Member shall be used to prepay the Senior Obligations and then the Subordinate Obligations. Notwithstanding anything herein to the contrary, any moneys on deposit with the Master Trustee shall be invested in accordance with, and subject to the terms of, the Tax Exemption Agreement to the extent applicable.

*Section 413 Merger, Consolidation, Sale or Conveyance.* So long as the Series 2021 Obligation is Outstanding, no Member may merge into, or consolidate with, one or more Persons which are not Members, or allow one or more of such Persons to merge into it, or sell or convey the Project or any Mortgaged Property, to any Person who is not a Member without the prior written consent of the Majority Holders.

Furthermore, so long as the Series 2021 Obligation is Outstanding, the Obligor shall not, without the prior written consent of the Majority Holders:

(a) permit any transfer, including, without limitation, any pledge, hypothecation or encumbrance, of any direct or indirect ownership interest in any Member nor permit any partner to be admitted as a partner or member of any Member nor permit a change in sponsorship or control of any Member; or

(b) cause the Project to be managed by any Person other than the Initial Manager, except in any event and at any time a substitute manager and management agreement are approved by the written consent of the Majority Holders.

*Section 414 Financial Statements and Related Matters.* (a) The Members covenant that they will keep or cause to be kept proper books of records and accounts in which full, true and correct entries will be made of all dealings or transactions of or in relation to the business and affairs of the Obligated Group in accordance with generally accepted principles of accounting consistently applied except as may be disclosed in the notes to the audited financial statements referred to in subparagraph (b) below. To the extent that generally accepted accounting principles in the United States of America would require consolidation of certain financial information of entities which are not Members of the Obligated Group with financial information of one or more Members, or as may otherwise be determined by the Obligated Group Agent, consolidated financial statements prepared in accordance with generally accepted accounting principles which include information with respect to entities which are not Members of the Obligated Group may be delivered in satisfaction of the requirements of this Section 414 so long as: (i) supplemental information in sufficient detail to separately identify the information with respect to the Members of the Obligated Group is delivered to the Master Trustee with the audited financial statements; (ii) such supplemental information has been subjected to the auditing procedures applied in the audit of the consolidated financial statements delivered to the Master Trustee and, in the opinion of the accountant, is fairly stated in all material respects in relation to the consolidated financial statements taken as a whole; and (iii) such supplemental information is used for the purposes hereof or for any agreement, document or certificate executed and delivered in connection or pursuant to this Master Indenture.

(b) The Obligated Group Agent will furnish or cause to be furnished to the Master Trustee and the Required Information Recipients, the following:

(i) A monthly statement of the Obligated Group as soon as practicable after the information is available but in no event more than 45 days after the completion of such month, including: (I) a calculation of the marketing/reservation levels for the Project as of the end of such month, including the number of units that have been Reserved or cancelled during that month and on an aggregate basis, occupancy levels of the Project as of the end of such month including the number of units that were Occupied and vacated during that month and on an aggregate basis and including calculations of the ILU Occupancy Requirements, AL Occupancy Requirements and the NC Occupancy Requirements; (II) information with respect to the payor mix for the health center portion of the Project; (III) details on the Entrance Fees received, including amount and unit and any deposits received, including anticipated move in dates; (IV) an unaudited balance sheet of the Obligated Group as of the end of such month and an unaudited statement of revenues and expenses and statement of cash flows of the Obligated Group for such month with a comparison to the Annual Budget, including any explanation for any variance in excess of 10% of the budgeted amount therefore; (V) statements of the balances in each fund and account required to be held hereunder or any Related Bond Indenture as of the end of such month (obtained from the applicable Bond Trustee); and (VI) with respect to the reports

for March, June, September and December, a calculation of the Liquidity Requirement and Historical Debt Service Coverage Ratio as of the end of such Fiscal Quarter;

(ii) Commencing on January 1, 2024, if the Obligated Group is then in compliance with the covenants set forth herein, in lieu of the monthly statement in (i) above, a quarterly statement of the Obligated Group as soon as practicable after the information is available but in no event more than 45 days after the completion of such Fiscal Quarter, which includes the information set forth in Section 414(b)(i) on a quarterly basis; provided that if, at any time, the Obligated Group has failed to satisfy any covenant set forth herein, reporting shall revert to the monthly statements set forth in Section 414(b)(i) hereof.

(iii) Within 150 days of the end of each Fiscal Year, an annual financial report of the Obligated Group audited by a firm of certified public accountants, including a combined and an unaudited combining balance sheet as of the end of such Fiscal Year and a combined and an unaudited combining statement of changes in fund balances for such Fiscal Year and a combined and an unaudited combining statement of revenues and expenses for such Fiscal Year, showing in each case in comparative form the financial figures for the preceding Fiscal Year, together with a separate written statement of the accountants auditing such report containing calculations of the Obligated Group's Historical Debt Service Coverage Ratio for said Fiscal Year and of the Obligated Group's Days Cash on Hand, as applicable (beginning with the Fiscal Year in which such calculations are first required to be made) as of the last day of such Fiscal Year and if such accountants shall have obtained knowledge of any default or defaults under this Master Indenture, they shall disclose in such statement the default or defaults and the nature thereof.

(iv) On or before the date of delivery of the financial reports referred to in subsection (i), (ii) and (iii) above, an Officer's Certificate of the Obligated Group Agent (A) stating that the Obligated Group is in compliance with all of the terms, provisions and conditions of this Master Indenture or if not, specify all such defaults and the nature thereof, (B) calculating and certifying the marketing and occupancy percentages, Liquidity Requirement, and Historical Debt Service Coverage Ratio, as of the end of such Fiscal Quarter, (C) a comparison of the audited financial statements with the operating budget for the preceding Fiscal Year (with respect to subsection (iii) above only) and (D) an executive summary of any actuarial reports received by the Obligated Group during the preceding Fiscal Year, if any (with respect to subsection (iii) above only).

(v) At least 20 days prior to the end of each Fiscal Year, the Obligated Group Agent shall deliver a summary of the Operating Budget and budget for capital expenditures (the "*Capital Budget*") for the next succeeding Fiscal Year to the Master Trustee and each Required Information Recipient, which shall be satisfactory to the Master Trustee for a Fiscal Year (the "*Annual Budget*"). The Capital Budget for any Fiscal Year shall not exceed the amounts set forth in Exhibit H hereto for the Fiscal Years 2021 through 2024. The Annual Budget, except the Capital Budget, shall be deemed satisfactory to the Master Trustee if the procedures set forth in Section 438 hereof are satisfied. The Capital Budget

shall be deemed satisfactory to the Master Trustee if it does not exceed the amounts shown on Exhibit H for Fiscal Years 2021 through 2024 and thereafter, if approved by the holders of a majority in aggregate principal amount of the Obligations Outstanding in accordance with the procedures set forth in Section 438.

(vi) At any time during the Fiscal Year, copies of (A) any board-approved revisions to the Annual Budget, which have been approved by the Master Trustee or (B) any correspondence to or from the Internal Revenue Service questioning or contesting the status of a Member as an organization described in Section 501(c)(3) of the Code or with respect to the tax-exempt status of the Series 2021 Bonds or any Related Bonds the interest on which is excludable from the gross income of the owners thereof for federal income tax purposes, promptly upon receipt.

(c) The Obligated Group agrees to hold conference calls on or about the 20<sup>th</sup> day of each month through and including [Insert 20<sup>th</sup> day of the 12<sup>th</sup> month after Effective Date] and then quarterly thereafter within 10 Business Days of delivery of the reporting required above to review the progress of marketing and occupancy of the Project and the Obligated Group's financial performance; provided however, if requested by the Majority Holders, at any time, the Obligated Group shall revert to hosting monthly calls. Participation in these conference calls will be available to all Bondholders. The Obligated Group Agent will send a notice to EMMA at least one week prior to each conference call, with the call-in number.

(d) The Obligated Group Agent shall furnish or cause to be furnished to the Master Trustee or any Related Bond Trustee, such additional information as the Master Trustee or any Related Bond Trustee may reasonably request concerning any Member in order to enable the Master Trustee or such Related Bond Trustee to determine whether the covenants, terms and provisions of this Master Indenture have been complied with by the Members and for that purpose all pertinent books, documents and vouchers relating to the business, affairs and Property (other than patient, donor and personnel records or any other confidential information with respect to residents) of the Members shall, to the extent permitted by law, at all times during regular business hours be open to the inspection of such accountant or other agent (who may make copies of all or any part thereof) as shall from time to time be designated by the Master Trustee or such Related Bond Trustee.

(e) The Members also agree that, within 10 days after its receipt thereof, the Obligated Group Agent will file with each Required Information Recipient a copy of each Consultant's report or counsel's opinion required to be prepared under the terms of this Master Indenture.

(f) The Obligated Group Agent shall give prompt written notice of a change of accountants by the Obligated Group to the Master Trustee and each Related Bond Trustee. The notice shall state (i) the effective date of such change; (ii) whether there were any unresolved disagreements with the former accountants on any matter of accounting principles or practices, financial statement disclosure, or auditing scope or procedure, which the accountants claimed would have caused them to refer to the disagreement in a report on the disputed matter, if it was not resolved to their satisfaction; and (iii) such additional information relating thereto as such Related Bond Trustee or the Master Trustee may reasonably request.

(g) Without limiting the foregoing, each Member will permit, upon reasonable notice, the Master Trustee or any such Related Bond Trustee (or such persons as they may designate) to visit and inspect, at the expense of such Person, its Property and to discuss the affairs, finances and accounts of the Obligated Group with its officers and independent accountants, all at such reasonable times and locations and as often as the Master Trustee or such Related Bond Trustee may reasonably desire.

(h) The Obligated Group Agent may designate a different Fiscal Year for the Members of the Obligated Group by delivering a notice to the Master Trustee designating the first and last day of such new Fiscal Year and whether or not there will be any interim fiscal period (the "*Interim Period*") of a duration of greater than or less than 12 months preceding such new Fiscal Year. The Members covenant that they will furnish to the Master Trustee and each Related Bond Trustee, as soon as practicable after they are available, but in no event more than 150 days after the last day of such Interim Period, a financial report for such Interim Period certified by a firm of independent certified public accountants selected by the Obligated Group Agent covering the operations of the Obligated Group for such Interim Period and containing a combined balance sheet as of the end of such Interim Period and a combined statement of changes in fund balances and changes in financial position for such Interim Period and a combined statement of revenues and expenses for such Interim Period, showing in each case in comparative form the financial figures for the comparable period in the preceding Fiscal Year, together with a separate written statement of the accountants preparing such report containing a calculation of the Obligated Group's Historical Debt Service Coverage Ratio for the Interim Period and a statement that such accountants have obtained no knowledge of any default by any Member in the fulfillment of any of the terms, covenants, provisions or conditions of this Master Indenture, or if such accountants shall have obtained knowledge of any such default or defaults, they shall disclose in such statement the default or defaults and the nature thereof (but such accountants shall not be liable directly or indirectly to anyone for failure to obtain knowledge of any default).

*Section 415 Permitted Additional Indebtedness.* Subject to the last paragraph of this Section 415, so long as any Obligations are Outstanding, the Obligated Group will not incur any Additional Indebtedness (whether or not incurred through the issuance of Additional Obligations) other than:

(A) Funded Indebtedness for the purpose of construction of Phase II, if prior to incurrence thereof there is delivered to the Master Trustee;

(i) A copy of an executed guaranteed maximum price or stipulated contract for the construction of Phase II; and

(ii) An Officer's Certificate stating that (1) the Historical Debt Service Coverage Ratio of the Obligated Group for the most recent Fiscal Quarter was not less than the Historical Debt Service Coverage Requirement, (2) the Liquidity Requirement has been met for the most recent Liquidity Testing Date, (3) no Event of Default, or a default with the passage of time which would become an Event of Default has occurred or is continuing under any of the Bond Documents, (4) at least 92% of the Independent Living Units in the Series 2010 Project are Occupied and

(5) at least 70% of the Independent Living Units in Phase II have been reserved with deposits equal to 10% or more of the Entrance Fees; and

(iii) A written Consultant's report prepared in accordance with industry standards (which report is not objected to by the Master Trustee) to the effect that (1) the Projected Debt Service Coverage Ratio of the Obligated Group is not less than 1.25:1 commencing on the third full Fiscal Year following the estimated completion of the construction of Phase II, and (2) the Obligated Group's Days Cash on Hand will be at least 200 by the end of the first full Fiscal Year in which the average occupancy of the Independent Living Units in Phase II for such Fiscal Year is forecasted to be 85%; and

(iv) such Additional Indebtedness is structured such that no more than 70% of the principal amount of the Additional Indebtedness to be incurred will consist of long-term fixed rate Indebtedness, except as otherwise agreed to by Majority Holders.

(B) Funded Indebtedness for the purpose of refunding (whether in advance or otherwise) any outstanding Funded Indebtedness if prior to the incurrence thereof (i) an Officer's Certificate of a Member is delivered to the Master Trustee stating that, taking into account the issuance of the proposed Funded Indebtedness and the application of the proceeds thereof and any other funds available to be applied to such refunding, the Annual Debt Service Requirement of the Obligated Group for each Fiscal Year will not be greater than the Annual Debt Service Requirement of the Obligated Group for each such Fiscal Year immediately prior to the incurrence of such Funded Indebtedness and (ii) the Majority Holders have consented to the terms of such Funded Indebtedness.

(C) Capitalized Leases, provided that at no time shall the aggregate principal amount of Capitalized Leases then Outstanding exceed \$1,000,000.

(D) Subordinated Indebtedness (other than the Affiliate Related Subordinated Indebtedness) or Non-Recourse Indebtedness, provided that at the time of incurrence of such Subordinated Indebtedness or Non-Recourse Indebtedness, the Series 2021 Obligation has been paid in full.

Any Additional Indebtedness issued pursuant to Section 415(A) or (B) shall be secured on parity with the Senior Obligations hereunder and under the Mortgage. No Indebtedness incurred by any Member of the Obligated Group may be secured on a senior basis to the Senior Obligations hereunder.

The provisions of this Master Indenture notwithstanding, the Members of the Obligated Group may not incur any Additional Indebtedness the proceeds of which will be used for the acquisition of real Property or the construction of any Facilities unless the right, title and interest in any assets to be financed or refinanced with the proceeds of such Additional Indebtedness and the real estate upon which such assets will be located have been mortgaged and assigned to the

Master Trustee pursuant to a mortgage or deed of trust in substantially the form of the Mortgage and such assets and real estate are not subject to any other lien except for Permitted Encumbrances.

*Section 416 Calculation of Debt Service and Debt Service Coverage.* The various calculations of the amount of Indebtedness of a Person, the amortization schedule of such Indebtedness and the debt service payable with respect to such Indebtedness required under certain provisions of this Master Indenture shall be made in a manner consistent with that adopted in Section 415 and in this Section 416.

In determining the amount of debt service payable on Indebtedness in the course of the various calculations required under certain provisions of this Master Indenture, if the terms of the Indebtedness being considered are such that interest thereon for any future period of time is expressed to be calculated at a varying rate per annum, a formula rate or a fixed rate per annum based on a varying index, then for the purpose of making such determination of debt service, interest on such Indebtedness for such period (the "Determination Period") shall be computed by assuming that the rate of interest applicable to the Determination Period is equal to the average of the rate of interest (calculated in the manner in which the rate of interest for the Determination Period is expressed to be calculated) which was in effect on the last date of each of the twelve full calendar months immediately preceding the month in which such calculation is made; provided that if the index or other basis for calculating such interest was not in existence for at least twelve full calendar months next preceding the date of calculation, the rate of interest for such period shall be deemed to be the average rate of interest that was in effect on the last day of each full calendar month next preceding the date of calculation; and if the average rate of interest borne by such Indebtedness for such shorter period cannot be calculated, the rate of interest for such period shall be deemed to be the Projected Rate.

In determining the amount of debt service payable on Additional Indebtedness in the course of the various calculations required under certain provisions of this Master Indenture, if the terms of the Additional Indebtedness being considered are such that 25% or more of the original principal of such Indebtedness matures during any consecutive twelve-month period, if such maturing principal amount is not required to be amortized below such percentage by mandatory redemption or prepayment prior to such twelve-month period, then for the purpose of making such determination of debt service but only for purposes of Section 415 hereof, such Indebtedness is to be amortized over a period specified by the Obligated Group Agent up to 30 years in duration, beginning on the date of such calculation assuming level debt service and a rate of interest equal to the applicable rate on the Additional Indebtedness (or the Projected Rate if the rate on such Additional Indebtedness is variable).

Obligations issued to secure Indebtedness permitted to be incurred under Section 415 shall not be treated as Additional Indebtedness in a manner which would require such Indebtedness to be included more than one time in the calculations performed under this Master Indenture.

For purposes of the various calculations required under this Master Indenture for Capitalized Leases, the Capitalized Rentals under a Capitalized Lease at the time of such calculation shall be deemed to be the principal payable thereon.

*Section 417 Sale, Lease or Other Disposition of Property.* Each Member agrees that it will not, in any consecutive 12-month period, sell, lease or otherwise dispose (including without limitation any involuntary disposition) of Property (either real or personal property, including Cash and Investments) unless the Obligated Group Agent delivers an Officer's Certificate stating that the Property has been transferred in one or more of the following transfers or other dispositions of Property:

(A) To any Person, if prior to such sale, lease or other disposition there is delivered to the Master Trustee an Officer's Certificate of a Member stating that, in the judgment of the signer, such Property has, or within the next succeeding 12 calendar months is reasonably expected to, become inadequate, obsolete, worn out, unsuitable, unprofitable, undesirable or unnecessary and the sale, lease or other disposition thereof will not impair the structural soundness, efficiency or economic value of the remaining Property;

(B) The Property sold, leased or otherwise disposed of does not, for any consecutive 12-month period, exceed the lesser of (i) 3% of the total Property (based on the lesser of Book Value and fair market value) and (ii) the principal amount of the Obligations then Outstanding and the Historical Debt Service Coverage Ratio was not less than 1.30:1 for the last Fiscal Year for which audited financial statements have been delivered to the Master Trustee, *provided* that (i) in calculating the Historical Debt Service Coverage Ratio for purposes of this payment, the Income Available for Debt Service will be reduced by one year's estimated interest earnings attributable the moneys to be used for the payment using, at the option of the Obligated Group Agent, either (1) the current budgeted investment rate, as certified in an Officer's Certificate, or (2) the actual average investment rate on the transferred funds, as certified in a report of a Consultant; and (ii) as of the end of the last Fiscal Quarter for which financial statements have been delivered to the Master Trustee as required under Section 414 hereof, the Obligated Group had not less than 180 Days' Cash on Hand after giving effect to the transaction. If the Historical Debt Service Coverage Ratio is not less than 1.30:1, the foregoing percentage may be increased as follows under the following conditions:

(1) to 5% if Days' Cash on Hand would not be less than 300 after the effect of such sale, lease or disposition of assets; or

(2) to 7.5% if Days' Cash on Hand would not be less than 400 after the effect of such sale, lease or disposition of assets; or

(3) to 10% if Days' Cash on Hand would not be less than 500 after the effect of such sale, lease or disposition of assets;

(C) To any Person, if such Property consists solely of assets which are specifically restricted by the donor or grantor to a particular purpose which is inconsistent with their use for payment on the Obligations.

If the Property to be disposed in accordance with this Section 417 is Mortgaged Property, the Master Trustee shall, upon the request of the Obligated Group Agent, release such Mortgaged Property from the Mortgage pursuant to the terms of the Mortgage.



*Section 418 Liens on Property.* A Lien on Property of any Member securing Indebtedness shall be classified a Permitted Encumbrance (as provided in clause (b) of the definition thereof) and therefore be permitted if: (a) after giving effect to such Lien and all other Liens classified as Permitted Encumbrances under this Section, the Book Value or, at the option of the Obligated Group Agent, the Current Value of the Property of the Obligated Group which is Encumbered is not more than 3% of the value of all of the Property of the Obligated Group (calculated on the same basis as the value of the Encumbered Property) and (b) the Obligated Group Agent delivers an Officer's Certificate stating that the conditions described in Section 415(A)(ii)(1)-(4) are met for allowing the incurrence of one dollar of additional Funded Indebtedness (provided that the Historical Pro Forma Debt Service Coverage Ratio of the Obligated Group for the most recent Fiscal Year shall be not less than 1.25:1).

*Section 419 Right to Consent, Etc.* Each Member shall have the right to agree in any Related Bond Indenture, Related Loan Document or Supplemental Master Indenture pursuant to which an Obligation is issued that, so long as any Related Bonds remain outstanding under such Related Bond Indenture or such Obligation remains outstanding, any or all provisions of this Master Indenture which provide for approval, consent, direction or appointment by the Master Trustee, provide that anything must be satisfactory or not objected to by the Master Trustee, allow the Master Trustee to request anything or contain similar provisions granting discretion to the Master Trustee shall be deemed to also require or allow, as the case may be, the approval, consent, appointment, satisfaction, acceptance, request or like exercise of discretion by the Related Bond Trustee, and that all items required to be delivered or addressed to the Master Trustee hereunder or under the Mortgage shall also be delivered or addressed to the Related Bond Trustee, unless waived thereby. If a Member enters into any such agreements in a Related Bond Indenture, Related Loan Document or Supplemental Master Indenture, such agreements shall be deemed to be included herein as if set forth herein.

*Section 420 List of Obligation Holders.* The Master Trustee will keep on file at its office a list of the names and addresses of the last known holders of all Obligations and the serial numbers of such Obligations held by each of such holders. At reasonable times and under reasonable regulations established by the Master Trustee, said list may be inspected and copied by any Member, any Obligation Holder or the authorized representative thereof, *provided* that the ownership of such holder and the authority of any such designated representative shall be evidenced to the satisfaction of the Master Trustee.

*Section 421 Designation of Additional Paying Agents.* The Obligated Group Agent may, in its discretion, cause the necessary arrangements to be made through the Master Trustee and to be thereafter continued for the designation of alternate Paying Agents, if any, and for the making available of funds hereunder for the payment of such of the Obligations as shall be presented when due at the principal office of the Master Trustee, or its successor in trust hereunder, or at the designated corporate trust office of said alternate Paying Agents.

*Section 422 Further Assurances; Additional Property.* (a) The Members will do, execute, acknowledge and deliver, or cause to be done, executed, acknowledged and delivered, all such further acts, deeds, conveyances, mortgages, assignments, transfers and assurances as the Master Trustee reasonably may require for the better assuring, assigning and confirming unto the

Master Trustee, its successors and assigns, all and singular the security granted hereunder, if any (the “*trust estate*”).

(b) All right, title and interest of the Members in and to all improvements, betterments, renewals, substitutions and replacements of the Property constituting the “*trust estate*” or any part thereof, hereafter acquired by a Member, immediately upon such acquisition, and without any further mortgaging, conveyance or assignment, shall become and be part of the “*trust estate*” and shall be subject, if applicable to Property of such type, to the security interest of this Master Indenture and/or any subsequently created liens and security interest securing the Obligations as fully and completely and with the same effect as though owned by the Members at the time this Master Indenture was executed or any and all such other liens and security interests were created, but at any and all times the Members will execute and deliver to the Master Trustee any and all such further assurances, mortgages, conveyances or assignments thereof and other instruments with respect thereto as the Master Trustee may reasonably require for the purpose of expressly and specifically subjecting the same to the security interest of the Master Indenture or such other subsequently created liens and security interests.

*Section 423 Indemnity.* Each Member will pay, and will protect, indemnify and save the Master Trustee harmless from and against any and all liabilities, losses, damages, costs and expenses (including attorneys’ fees and expenses of such Member and the Master Trustee), causes of action, suits, claims, demands and judgments of whatsoever kind and nature (including those arising or resulting from any injury to or death of any person or damage to Property) arising from or in any manner directly or indirectly growing out of or connected with the following:

- (1) the use, non-use, condition or occupancy of any of the Property of any Member, any repairs, construction, alterations, renovation, relocation, remodeling and equipping thereof or thereto or the condition of any of such Property including adjoining sidewalks, streets or alleys and any equipment or Facilities at any time located on such Property or used in connection therewith but which are not the result of the negligence or willful misconduct of the Master Trustee;
- (2) violation of any agreement, warranty, covenant or condition of this Master Indenture, except by the Master Trustee;
- (3) violation of any contract, agreement or restriction by any Member relating to its Property, which shall have existed at the commencement of this Master Indenture;
- (4) violation of any law, ordinance, regulation or court order affecting any Property of any Member or the ownership, occupancy or use thereof;
- (5) any statement or information concerning any Member or its officers and members or its Property, contained in any official statement, the Information Statement, the Disclosure Statement in connection with the Plan or other offering document furnished to the Master Trustee or the purchaser of any Obligations or any Related Bonds, that is untrue or incorrect in any material respect, and any omission from such official statement, the Information Statement, the Disclosure Statement in connection with the Plan or other

offering document of any statement or information which should be contained therein for the purpose for which the same is to be used or which is necessary to make the statements therein concerning any Member, its officers and members and its Property not misleading in any material respect; and

(6) the exercise and performance of any of the Master Trustee's powers and duties hereunder except to the extent that such loss, liability or damage, including reasonable attorneys' fees, is incurred by reason of the Master Trustee's negligence or willful misconduct.

Such indemnity shall extend to each person, if any, who "controls" the Master Trustee as that term is defined in Section 15 of the Securities Act of 1933, as amended.

In the event of settlement of any litigation commenced or threatened, such indemnity shall be limited to the aggregate amount paid under a settlement effected with the written consent of the Obligated Group Agent.

The Master Trustee shall promptly notify the Obligated Group Agent in writing of any claim or action brought against the Master Trustee or any controlling person, as the case may be, in respect of which indemnity may be sought against any Member, setting forth the particulars of such claim or action, and the Obligated Group will assume the defense thereof, including the employment of counsel satisfactory to the Master Trustee or such controlling person, as the case may be, and the payment of all expenses. The Master Trustee or any such controlling person, as the case may be, may employ separate counsel in any such action and participate in the defense thereof, and the reasonable fees and expenses of such counsel shall not be payable by the Obligated Group unless such employment has been specifically authorized by the Obligated Group Agent. The obligations of the Obligated Group set forth in this Section 423 shall survive the assignment or termination of this Master Indenture and the resignation or removal of the Master Trustee.

*Section 424 [Reserved.]*

*Section 425 Liquidity Covenant.* The Obligated Group covenants that it will calculate the Days Cash on Hand of the Obligated Group on a quarterly basis as of the end of each Fiscal Quarter. The Obligated Group shall deliver an Officer's Certificate setting forth such calculation to the Master Trustee no later than forty-five (45) days after the end of such Fiscal Quarter.

Each Obligated Group Member covenants to conduct its business so that as of June 30 and December 31 of each Fiscal Year (each such date being a "Liquidity Testing Date"), commencing December 31, 2021, the Obligated Group shall maintain no less than (i) 100 Days Cash on Hand as of December 31, 2021 and June 30, 2022, (ii) 110 Days Cash on Hand as of December 31, 2022 and June 30, 2023, and (iii) 120 Days Cash on Hand on each Liquidity Testing Date thereafter (the "Liquidity Requirement").

If the Days Cash on Hand as of any Liquidity Testing Date is less than the Liquidity Requirement, the Obligated Group Agent, at the Obligated Group's expense, shall engage a Consultant within 30 days following the applicable calculation described above to make

recommendations with respect to the rates, fees and charges of the Members and the Obligated Group's methods of operation and other factors affecting its financial condition in order to increase the Days Cash on Hand to the Liquidity Requirement.

Within 60 days of the actual engagement of a Consultant as provided in Section 434 hereof, the Obligated Group Agent shall cause a copy of the Consultant's report and recommendations (the "Initial Consultant Report" for purposes of this Section), if any, to be filed with each Member and each Required Information Recipient. Each Member shall follow each recommendation of the Consultant applicable to it, as permitted by law. This Section shall not be construed to prohibit any Member from serving any class or classes of patients without charge or at reduced rates so long as such service does not prevent the Obligated Group from satisfying the other requirements of this Section.

If the Obligated Group fails to meet the Liquidity Requirement by the end of the fourth Fiscal Quarter after the Consultant report is required to be provided as set forth in the preceding paragraph, the Obligated Group shall, if so directed by the Majority Holders, appoint an independent third party manager acceptable to such Majority Holders or if a third party manager is then managing the Facility, replace the manager with a manager acceptable to such Majority Holders. Notwithstanding the preceding sentence, if at the end of the fourth Fiscal Quarter after the Initial Consultant Report is required to be provided as set forth in the preceding paragraph, the Consultant certifies that the Obligated Group has complied with all of its recommendations (except any recommendation to replace the Initial Manager, as the manager), then the period to obtain compliance with the Liquidity Requirement shall be extended another four Fiscal Quarters, provided that if the Obligated Group fails to comply with all such recommendations at any time during such extended four Fiscal Quarters, the Obligated Group shall, if so directed by the Majority Holders, appoint an independent third party manager acceptable to such Majority Holders or if a third party manager is then managing the Facility, replace the manager with a manager acceptable to such Majority Holders. If the Obligated Group is not in compliance with the Liquidity Requirement by the end of the eighth Fiscal Quarter after the Initial Consultant Report is required to be provided as set forth in the preceding paragraph, the Obligated Group shall, if so directed by the Majority Holders, appoint an independent third party manager acceptable to such Majority Holders or if a third party manager is then managing the Facility, replace the manager with a manager acceptable to such Majority Holders. In all events, if the Initial Consultant Report recommends replacing the Initial Manager, as manager of the Facility and even if the Obligated Group is in compliance with all other recommendations of the Consultant as set forth in the Initial Consultant Report, then the Obligated Group shall from and after the eighth Fiscal Quarter after the Initial Consultant Report is required to be provided as set forth in the preceding paragraph and if so directed by the Majority Holders, appoint an independent third party manager acceptable to such Majority Holders.

If the Obligated Group fails to maintain at least (i) 80 Days Cash on Hand as of December 31, 2021 and June 30, 2022, (ii) 90 Days Cash on Hand as of December 31, 2022, and June 30, 2023 and (iii) 100 Days Cash on Hand on each Liquidity Testing Date thereafter, such failure shall constitute an Event of Default under this Master Indenture.

*Section 426 Occupancy Covenant.* The Obligated Group covenants that for each Fiscal Quarter, the Obligated Group will use its best efforts to have Occupied the percentage of the total number of all Independent Living Units in the Project (the “*Percentage of Units Occupied*”) at or above 85% which shall be measured as of the last day of each Fiscal Quarter, commencing [Insert first Fiscal Quarter after Effective Date] (the “*ILU Occupancy Requirements*”).

The Obligated Group further covenants that for each Fiscal Quarter, commencing [Insert first Fiscal Quarter after Effective Date], the Obligated Group will use its best efforts to have Occupied the percentage of the total number of (i) all Assisted Living Units at or above the 82% (the “*AL Occupancy Requirements*”) and (ii) all Nursing Units at or above 82% (the “*NC Occupancy Requirements*”), in each case measured based on a rolling four Fiscal Quarters ending with the Fiscal Quarter then ended.

If the report submitted pursuant to Section 414 states that the Percentage of Units Occupied for any Fiscal Quarter is less than the ILU Occupancy Requirement, the AL Occupancy Requirement or the NC Occupancy Requirement set forth above for that Fiscal Quarter, the Obligated Group Agent, at the Obligated Group’s expense, shall engage a Consultant within 30 days following the applicable calculation described above to make recommendations to increase the Percentage of Units Occupied to the ILU Occupancy Requirement, the AL Occupancy Requirement or the NC Occupancy Requirement, as applicable.

Within 60 days of the actual engagement of a Consultant as provided in Section 434 hereof, the Obligated Group Agent shall cause a copy of the Consultant’s report and recommendations (the “*Initial Consultant Report*” for purposes of this Section), if any, to be filed with each Member and each Required Information Recipient. Each Member shall follow each recommendation of the Consultant applicable to it, as permitted by law. This Section shall not be construed to prohibit any Member from serving any class or classes of patients without charge or at reduced rates so long as such service does not prevent the Obligated Group from satisfying the other requirements of this Section.

If the Obligated Group fails to meet the ILU Occupancy Requirement by the end of the fourth Fiscal Quarter after the Consultant report is required to be provided as set forth in the preceding paragraph, the Obligated Group shall, if so directed by the Majority Holders, appoint an independent third party marketing agent acceptable to such Majority Holders or if a third party marketing agent is then engaged, replace the marketing agent with a marketing agent acceptable to such Majority Holders. Notwithstanding the preceding sentence, if at the end of the fourth Fiscal Quarter after the Initial Consultant Report is required to be provided as set forth in the preceding paragraph, the Consultant certifies that the Obligated Group has complied with all of its recommendations (except any recommendation to replace the marketing agent if such marketing agent is also the Initial Manager), then the period to obtain compliance with the ILU Occupancy Requirement shall be extended another four Fiscal Quarters, provided that if the Obligated Group fails to comply with all such recommendations at any time during such extended four Fiscal Quarters, the Obligated Group shall, if so directed by the Majority Holders, appoint an independent third party marketing agent acceptable to such Majority Holders or if a third party marketing agent is then managing the Facility, replace the marketing agent with a marketing agent acceptable to such Majority Holders. If the Obligated Group is not in compliance with the ILU Occupancy

Requirement by the end of the eighth Fiscal Quarter after the Initial Consultant Report is required to be provided as set forth above the Obligated Group shall, if so directed by the Majority Holders, appoint an independent third party marketing agent acceptable to such Majority Holders or if a third party marketing agent is then managing the Facility, replace the marketing agent with a marketing agent acceptable to such Majority Holders. In all events, if the Initial Consultant Report recommends replacing the Initial Manager, as marketing agent of the Facility and even if the Obligated Group is in compliance with all other recommendations of the Consultant as set forth in the Initial Consultant Report, then the Obligated Group shall from and after the eighth Fiscal Quarter after the Initial Consultant Report is required to be provided as set forth above and if so directed by the Majority Holders, appoint an independent third party marketing agent acceptable to such Majority Holders.

If the Obligated Group fails to meet the AL Occupancy Requirement or the NC Occupancy Requirement by the end of the fourth Fiscal Quarter after the Consultant report is required to be provided as set forth in this Section, the Obligated Group shall, if so directed by the Majority Holders, appoint an independent third party manager acceptable to such Majority Holders or if a third party manager is then managing the Facility, replace the manager with a manager acceptable to such Majority Holders. Notwithstanding the preceding sentence, if at the end of the fourth Fiscal Quarter after the Initial Consultant Report is required to be provided as set forth above, the Consultant certifies that the Obligated Group has complied with all of its recommendations (except any recommendation to replace the Initial Manager, as the manager), then the period to obtain compliance with the AL Occupancy Requirement or the NC Occupancy Requirement shall be extended another four Fiscal Quarters, provided that if the Obligated Group fails to comply with all such recommendations at any time during such extended four Fiscal Quarters, the Obligated Group shall, if so directed by the Majority Holders, appoint an independent third party manager acceptable to such Majority Holders or if a third party manager is then managing the Facility, replace the manager with a manager acceptable to such Majority Holders. If the Obligated Group is not in compliance with the AL Occupancy Requirement or the NC Occupancy Requirement by the end of the eighth Fiscal Quarter after the Initial Consultant Report is required to be provided as set forth in the preceding paragraph, the Obligated Group shall, if so directed by the Majority Holders, appoint an independent third party manager acceptable to such Majority Holders or if a third party manager is then managing the Facility, replace the manager with a manager acceptable to such Majority Holders. In all events, if the Initial Consultant Report recommends replacing the Initial Manager, as manager of the Facility and even if the Obligated Group is in compliance with all other recommendations of the Consultant as set forth in the Initial Consultant Report, then the Obligated Group shall from and after the eighth Fiscal Quarter after the Initial Consultant Report is required to be provided as set forth in the preceding paragraph and if so directed by the Majority Holders, appoint an independent third party manager acceptable to such Majority Holders.

For avoidance of doubt, failure to satisfy any of the ILU Occupancy Requirement, the AL Occupancy Requirement or the NC Occupancy Requirement shall independently trigger the requirements of this Section, provided if such requirements are missed in the same Fiscal Quarter, only one Consultant shall be required for all such failures.

*Section 427 Entrance Fee Fund.* The Master Trustee shall establish and maintain a separate account to be known as the “Entrance Fee Fund – Timothy Place, NFP” (the “*Entrance*

*Fee Fund*”). All moneys received by the Master Trustee and held in the Entrance Fee Fund pursuant to this Section 427 shall be trust funds under the terms of this Master Indenture for the benefit of all of the Obligations outstanding hereunder. Such moneys shall be held in trust and applied in accordance with the provisions of this Master Indenture.

The Members of the Obligated Group hereby agree that all Entrance Fees received by the Members of the Obligated Group shall be transferred to the Master Trustee within five Business Days of the receipt thereof for deposit into the Entrance Fee Fund.

Moneys in the Entrance Fee Fund shall be disbursed by the Master Trustee on the first Business Day of each month as follows:

FIRST: to the Members to pay refunds required by Residency Agreements. Such disbursements shall be made upon receipt by the Master Trustee of a written certificate of an Authorized Officer of a Member certifying that it is required by a Residency Agreement to pay refunds within the next 30 days and the amount of such refunds.

SECOND: to the Revenue Fund.

With respect to Phase II, Initial Entrance Fees from Phase II shall be deposited into an Entrance Fee Fund created for such purpose hereunder and may be used to redeem or pay Additional Indebtedness incurred in connection with Phase II; provided such Initial Entrance Fees shall secure the Series 2021 Obligations and any such Additional Indebtedness on a parity basis.

From and after an Event of Default, moneys held in the Entrance Fee Fund shall be disbursed or applied as determined by the Master Trustee, upon direction from the Majority Holders.

*Section 428 Gross Revenues and Operating Accounts.* The Members of the Obligated Group shall transfer on Friday of each week all Gross Revenues to the Master Trustee to be deposited by the Master Trustee in the Revenue Fund. Moneys in the Revenue Fund shall be applied as set forth in Section 429 hereof.

Each Member of the Obligated Group covenants to maintain in its Operating Accounts an aggregate amount no greater than the amount required by clause FIRST of Section 429(b) hereof. Each Member shall deliver a deposit control agreement (the “*DACA*”), in form and substance acceptable to the Master Trustee, with respect to all of such Member’s operating accounts (the “*Operating Account*”) pursuant to which the Master Trustee will have a security interest in such Operating Accounts. Each Member hereby covenants to maintain such Operating Accounts and agrees to deposit all Gross Revenues of the Member into such Operating Accounts. In the event a Member determines to open additional operating accounts not subject to the *DACA*, it shall provide the Master Trustee at least 30 days prior notice thereof and shall deliver a deposit control agreement with respect thereto in form and substance acceptable to the Master Trustee.

The Members of the Obligated Group shall cause all Medicare, Medicaid and other governmental payments to be deposited into a deposit account (the “Governmental Receivables Account”), which shall be subject to a revocable sweep or other transfer order in form and substance acceptable to the Master Trustee. Amounts on deposit in the Governmental Receivables Account shall be transferred on a daily basis into the Operating Account. Any amendment to, or revocation of, the revocable sweep or transfer order with respect to the Governmental Receivables Account or direction to the depository bank which changes the standing instructions without the prior written consent of the Master Trustee shall constitute an Event of Default hereunder.

*Section 429 Revenue Fund.* The Master Trustee shall establish and maintain a separate account to be known as the “Revenue Fund” (the “*Revenue Fund*”). The Master Trustee shall deposit upon receipt thereof all Gross Revenues received from the Members of the Obligated Group in the form of cash, checks, or negotiable instruments, including Entrance Fees released from the Entrance Fee Fund as set forth in Section 427 hereof.

(a) On the Effective Date, all amounts held by the Master Trustee under the Original Master Indenture, any Entrance Fees then held in escrow and permitted to be released under applicable law to the Master Trustee for deposit in the Entrance Fee Fund, amounts deposited in the Liquidity Support Fund, amounts held in the Obligated Group’s Operating Accounts and all other Gross Revenues of the Obligated Group, shall be deposited into the Revenue Fund and applied in the following order of priority:

FIRST: \$ \_\_\_\_\_ to the bond trustee for the Series 2016 Bonds (described in the Series 2021 Bond Indenture) to pay amounts payable with respect to the Series 2016C Obligation on the Effective Date as described in Section 201(b) of the Series 2021 Bond Indenture;

SECOND: \$ \_\_\_\_\_ to the Corporation to pay any Refunds then due pursuant to the applicable Residency Agreement due and owing as of the Effective Date;

THIRD: \$ \_\_\_\_\_, to the Series 2021 Bond Trustee to be deposited in the Expense Fund and applied to pay all professional fees and expenses incurred in connection with the Plan and the issuance of the Series 2021 Bonds;

FOURTH: \$ \_\_\_\_\_, to the Series 2021 Bond Trustee to be deposited in the Debt Service Reserve Fund held under the Series 2021 Bond Indenture;

FIFTH: \$[the Unrestricted Reserve Amount] to the Obligated Group to be deposited in the Operating Account; and

SIXTH: \$[amount equal to 75 Days Cash on Hand], to the Operating Reserve Fund.

(b) On the first (1st) Business Day of each calendar month, amounts in the Revenue Fund shall be transferred or deposited, as applicable, by the Master Trustee in the following order of priority (the “*Distribution Waterfall*”):



FIRST: to the Corporation's Operating Account the amount certified by the Corporation (in a certificate delivered no later than ten Business Days prior to the first Business Day of each month setting forth in reasonable detail the projected application of the amount so certified) as necessary to (i) pay anticipated Operating Expenses for the upcoming month (taking into account any unapplied amount withdrawn for such purpose in a prior month) in accordance with the Annual Budget approved by the Master Trustee and (ii) fund the Operating Account such that the balance therein, after funding (i) above, is equal to the Unrestricted Reserve Amount;

SECOND: if the amount deposited in the Debt Service Reserve Fund on the Effective Date pursuant to Section 429(a)(Fourth) and Section 301(a)(3) of the Series 2021 Bond Indenture is less than the Debt Service Reserve Fund Requirement, to the Debt Service Reserve Fund, an amount necessary to make the balance therein equal the Debt Service Reserve Fund Requirement;

THIRD: to the Series 2021 Bond Trustee, (i) until \_\_\_\_\_, an amount equal to one-\_\_\_\_th (1/\_\_\_th) of the interest becoming due on the Series 2021 Obligation on the next succeeding interest payment date of the Series 2021 Bonds for deposit in the applicable subaccount of the Interest Fund created under the Series 2021 Bond Indenture and (ii) commencing \_\_\_\_\_, 2021 and thereafter, an amount equal to one-sixth (1/6th) of the interest becoming due on the next succeeding interest payment date due on the Series 2021 Obligation on the next succeeding interest payment date of the Series 2021 Bonds for deposit in the applicable subaccount of the Interest Fund created under the Series 2021 Bond Indenture;

FOURTH: to the Series 2021 Bond Trustee, an amount equal to one-twelfth (1/12) of the principal due on the Series 2021 Obligation on the next principal payment date for deposit in the applicable subaccount of the Sinking Bond Fund created under the Series 2021 Bond Indenture;

FIFTH: to Capital Expenditure Fund, in an amount equal to the one-twelfth (1/12) of such Fiscal Year's Capital Budget;

SIXTH: to the Operating Reserve Fund, in an amount necessary to make the amount on deposit therein, together with the amount then on deposit in the Operating Account, equals 135 Days Cash on Hand;

SEVENTH: to the Liquidity Support Fund, in repayment of any amounts withdrawn therefrom;

EIGHTH: to the Debt Service Reserve Fund, the amount, if any, required to be deposited therein pursuant to Section 406 of the Series 2021 Bond Indenture;

NINTH: any remaining amounts after application of paragraphs FIRST to EIGHTH above (such remaining amounts referred to as "*Excess Cash*") shall be transferred to the Operating Reserve Fund.

(c) Notwithstanding the foregoing, the Corporation may request the funding schedule for the amount to be deposited in the Capital Expenditure Fund during a Fiscal Year be accelerated to accommodate the timing and funding needs of a particular project and the Master Trustee shall deposit funds into the Capital Expenditure Fund based upon such accelerated schedule upon receipt of a certification from the Corporation that (i) such accelerated schedule is not expected to adversely impact the Corporation's ability to make the monthly payments required by THIRD and FOURTH above, (ii) the aggregate amount to be deposited in the account in such Fiscal Year does not exceed the Capital Budget, (iii) all other funds held under the Master Indenture and the Series 2021 Bond Indenture (including, without limitation, the Operating Reserve Fund and the Debt Service Reserve Fund held under the Series 2021 Bond Indenture) are fully funded and (iv) no defaults have occurred under the Bond Documents.

(d) From and after an Event of Default, moneys held in the Revenue Fund shall be disbursed or applied as determined by the Master Trustee, upon direction from the Majority Holders.

*Section 430 Operating Reserve Fund.* The Master Trustee shall establish and maintain a separate account to be known as the "Operating Reserve Fund" (the "*Operating Reserve Fund*"). All moneys received by the Master Trustee and held in the Operating Reserve Fund shall be trust funds under the terms of this Master Indenture for the benefit of all of the Obligations outstanding hereunder and shall not be subject to lien or attachment of any other creditor of any Member of the Obligated Group. Such moneys shall be held in trust and applied in accordance with the provisions of this Master Indenture.

Moneys in the Operating Reserve Fund shall be disbursed by the Master Trustee to or for the account of the Corporation and the Foundation within seven days after receipt by the Master Trustee of an Officer's Certificate of the Corporation and the Foundation to the Master Trustee certifying that (i) the withdrawal is made to pay (A) Operating Expense, (B) judgments against any Member of the Obligated Group, (C) refunds of Entrance Fees as required by Residency Agreements pursuant to which those Entrance Fees were received, or (D) amounts due on any Obligations (other than optional prepayment or redemption), but not to reimburse amounts advanced by an Affiliate, (ii) the moneys are anticipated to be expended in the calendar month following the month in which the Officer's Certificate is submitted, together with an itemized budget describing the uses for which the moneys are needed and the amount needed for each use, and (iii) no other funds are available or will reasonably be available to make the payments.

From and after an Event of Default, moneys held in the Operating Reserve Fund shall be disbursed or applied as determined by the Master Trustee, upon direction from the Majority Holders.

*Section 431 Capital Expenditure Fund.* The Master Trustee shall establish and maintain a separate account to be known as the "Capital Expenditure Fund" (the "*Capital Expenditure Fund*"). All moneys received by the Master Trustee and held in the Capital Expenditure Fund shall be trust funds under the terms of this Master Indenture for the benefit of all of the Obligations outstanding hereunder and shall not be subject to lien or attachment of any other creditor of any Member of the Obligated Group. Such moneys shall be held in trust and applied in accordance

with the provisions of this Master Indenture. Any amounts not used by the Corporation and the Foundation in a Fiscal Year may be retained in the Capital Expenditure Fund and shall be credited against the amount to be deposited therein as set forth in Section 429 hereof in the next Fiscal Year.

Moneys in the Capital Expenditure Fund shall be disbursed by the Master Trustee to or for the account of the Corporation and the Foundation within seven days after receipt by the Master Trustee of an Officer's Certificate of the Corporation and the Foundation to the Master Trustee certifying that (A) (i) the withdrawal is made to pay capital expenditures as set forth in the Annual Budget, (ii) the moneys are anticipated to be expended in the calendar month following the month in which the Officer's Certificate is submitted, together with an itemized budget describing the uses for which the moneys are needed and the amount needed for each use, and (iii) such expenditure constitutes a valid capital expenditure with respect to the Facilities or (B) the withdrawal is being made to reimburse the Corporation for emergency capital expenditures that were necessary to protect the health, safety and welfare of the residents of the Project. Moneys in the Capital Expenditure Fund may also be disbursed to pay Operating Expenses to the extent the Corporation certifies that there are no other monies available, after application of any funds available in the Operating Reserve Fund and the Operating Account.

From and after an Event of Default, moneys held in the Capital Expenditure Fund shall be disbursed or applied as determined by the Master Trustee, upon direction from the Majority Holders.

*Section 432 Investment of Entrance Fee Fund, Operating Reserve Fund and the Capital Expenditure Fund.* Any moneys held by the Master Trustee in the Entrance Fee Fund, the Operating Reserve Fund and the Capital Expenditure Fund shall be invested by the Master Trustee, upon the written direction of the Obligated Group Agent, in Permitted Investments. Such investments shall be made so as to mature on or prior to the date or dates that moneys therefrom are anticipated to be required. The Master Trustee, unless specifically prohibited by the Obligated Group Agent in writing may trade with itself, or any bank affiliated with it, in the purchase and sale of such investments. The Master Trustee shall not be liable or responsible for any loss resulting from such investments. Any investment income or other gain from any investment of moneys on deposit in the Entrance Fee Fund, the Operating Reserve Fund and the Capital Expenditure Fund shall be retained in such funds. Any loss resulting from such investments shall be charged to the Operating Reserve Fund, the Entrance Fee Fund or the Capital Expenditure Fund, as the case may be.

The Master Trustee shall be entitled to assume, absent receipt by the Master Trustee of written notice to the contrary, that any investment which at the time of purchase is a Permitted Investment remains a Permitted Investment thereafter.

All investments shall constitute a part of the fund or account from which the moneys used to acquire such investments have come. The Master Trustee shall sell and reduce to cash a sufficient amounts of investments in a fund or account whenever the cash balance therein is insufficient to pay the amounts required to be paid therefrom. The Master Trustee may transfer

investments from any fund or account to any other fund or account in lieu of cash when a transfer is required or permitted by the provisions of this Master Indenture.

In computing the amount of any fund or account, Permitted Investments purchased as an investment of moneys therein shall be valued at the then market price of such obligations. If the market price of such obligations is not readily available, the Master Trustee shall determine the value of such obligations in any reasonable manner.

The Obligated Group Agent acknowledges that to the extent that regulations of the Office of the Comptroller of the Currency or other applicable regulatory agency grant the Obligated Group Agent the right to receive brokerage confirmations or security transactions, the Obligated Group Agent waives receipt of such confirmations. The Master Trustee shall furnish to the Obligated Group Agent periodic statements which include detail of all investment transactions made by the Master Trustee.

*Section 433 Application for Rating.* Not later than 150 days after receipt by the Obligated Group Agent of audited financial statements of the Obligated Group for each Fiscal Year thereafter, the Obligated Group will approach any Rating Agency to obtain a credit rating until the Obligated Group obtains a credit rating of “BBB-” (or an equivalent rating) or better from any Rating Agency (an “*Investment Grade Credit Rating*”). Notwithstanding the foregoing, the requirement to annually approach a Rating Agency shall terminate when the Obligated Group obtains an Investment Grade Credit Rating. Notwithstanding the foregoing, the Obligated Group shall not be required to approach a Rating Agency to obtain a credit rating if the Obligated Group Agent reasonably believes that the Obligated Group will not meet the criteria of any Rating Agency for an Investment Grade Credit Rating based on the then existing published rating criteria of the Rating Agencies.

*Section 434 Approval of Consultants.* (a) If at any time the Members of the Obligated Group are required to engage a Consultant under the provisions of this Master Indenture, such Consultant shall be engaged in the manner set forth below in this Section.

(b) Upon selecting a Consultant as required under the provisions of this Master Indenture, the Obligated Group Agent will notify the Master Trustee of such selection. The Master Trustee shall, as soon as practicable but in no case longer than five Business Days after receipt of notice, notify the holders of all Obligations outstanding under the Master Indenture of such selection. Such notice shall (i) include the name of the Consultant and a brief description of the Consultant, (ii) state the reason that the Consultant is being engaged including a description of the covenant(s) of this Master Indenture that require the Consultant to be engaged, and (iii) request that the holder of the Obligation consent to the selection of the Consultant named in such notice or submit an objection to the selected Consultant in writing (in a manner acceptable to the Master Trustee) to the Master Trustee within 14 days of the date that the notice is sent to the Obligation holders. If consents from the Majority Holders have not been received by the 14<sup>th</sup> day after the Master Trustee sent notice thereof, the proposed Consultant shall be deemed rejected, the Obligated Group Agent shall select another Consultant which may be engaged upon compliance with the procedures of this Section. If after two proposals, no Consultant shall be approved by the

Majority Holders, the Majority Holders shall recommend at least two Consultants from which the Obligated Group shall engage one of the two Consultants recommended by the Majority Holders.

(c) When the Master Trustee notifies the holders of Obligations of such selection, the Master Trustee will also request any Related Bond Trustee send a notice containing the information required by subparagraph (b) above to the owners of all of the Related Bonds outstanding. Such Related Bond Trustee shall, as the owner of an Obligation securing such Related Bonds, consent or object to the selection of the Consultant in accordance with the response of the owners of such Related Bonds.

The notice period described in (b) above may be extended by the Master Trustee in order to permit each Related Bond Trustee to give the owners of the Related Bonds 14 days to respond to the notice given by the Related Bond Trustee. By acceptance of an Obligation securing any Related Bonds, the Related Bond Trustee agrees to comply with the provisions of this Section.

(d) All Consultant reports required under the Master Indenture shall be prepared in accordance with the then-effective industry-appropriate standards.

(e) If a Consultant is required to be engaged under two or more Sections of this Master Indenture, the requirements of those Sections may (but need not be) satisfied through the engagement of a single Consultant under a single engagement in lieu of multiple engagements. Any requirement for a Consultant's report under this Master Indenture may be satisfied by an update of a previous Consultant's Report so long as the update when taken together with the previous report satisfies the requirements of this Master Indenture.

(f) A Consultant's report under one Section of this Master Indenture may satisfy a requirement for a Consultant's report under another Section of this Master Indenture but only if the nature of the Consultant and the substance of the report are sufficient to satisfy that requirement.

(g) The Obligated Group shall not be required to obtain a Consultant's report that satisfies the requirements of a particular Section of this Master Indenture more than one time in any six-month period, except to the extent a period to obtain compliance has been extended, in which case a Consultant shall be engaged quarterly to ensure the Obligated Group remains in compliance with the recommendations during such extended period.

*Section 435 Liquidity Support Fund.* The Master Trustee shall establish and maintain a separate account to be known as the "Liquidity Support Fund" (the "Liquidity Support Fund"). All moneys received by the Master Trustee and held in the Liquidity Support Fund shall be trust funds under the terms of this Master Indenture for the benefit of all of the Obligations outstanding hereunder and shall not be subject to lien or attachment of any other creditor of any Member of the Obligated Group.

On the Effective Date, pursuant to the terms of the Liquidity Support Agreement, the Master Trustee shall receive from the Liquidity Provider, and upon receipt shall deposit to the Liquidity Support Fund, \$3,000,000. The money deposited in the Liquidity Support Account,

together with all investments thereof and investment income therefrom, shall be held in trust and applied solely as provided in this Section and the Liquidity Support Agreement. Pending disbursements of the amounts on deposit in the Liquidity Support Account, the Master Trustee shall promptly invest and reinvest such amounts in accordance with the Liquidity Support Agreement.

The Obligated Group may from time to time direct the Master Trustee to withdraw moneys from the Liquidity Support Fund for operating expenses of the Project in accordance with the Liquidity Support Agreement or, if no other funds are available therefor (other than funds in an applicable debt service reserve fund), to pay amounts due but unpaid on any Obligations upon submission of a disbursement request in accordance with the Liquidity Support Agreement. The Master Trustee shall fund any such withdrawals from amounts deposited in the Liquidity Support Account.

If the conditions for release under the terms of the Liquidity Support Agreement are satisfied, the Master Trustee shall transfer any remaining funds in the Liquidity Support Fund to the Liquidity Provider in accordance with the Liquidity Support Agreement. The Trustee is entitled to rely on a certificate delivered by the Obligated Group Agent that the conditions to release have been satisfied.

From and after an Event of Default, moneys held in the Liquidity Support Fund shall be disbursed or applied as determined by the Master Trustee, upon direction from the Majority Holders.

*Section 436 Manager.* The Members shall enter into the Management Agreement with the Initial Manager, pursuant to which the Initial Manager shall be paid a Management Fee no greater than 4.25% of the Gross Revenues of the Corporation. Such Management Fee, other than the Base Management Fee, shall be payable only from, and to the extent of, Excess Cash available therefore as set forth in Section 429 hereof. The Members shall not materially amend or modify the Management Agreement or permit the Management Agreement to terminate or expire, without the prior written consent of the Majority Holders. Any new management agreement or new manager shall be subject to the prior written consent of the Majority Holders.

*Section 437 Entrance Fees.* The Members covenant to not reduce the amount of any Entrance Fees or monthly fees or offer any new discounts to Entrance Fee pricing or create any benefit programs which reduce the amounts set forth in Exhibit G hereto by greater than five percent (5%), without consent of the Majority Holders.

*Section 438 Annual Budget.* The Members shall deliver an annual budget with respect to each Fiscal Year as set forth in Section 414(b)(v) hereof. The Master Trustee shall, as soon as practicable but in no case longer than five Business Days after receipt of the Annual Budget notify the holders of all Obligations outstanding under the Master Indenture of such Annual Budget. Such notice shall (i) include the Annual Budget, (ii) state that the holder of the Obligation will be deemed to have consented to the operating portion of the Annual Budget (the "*Operating Budget*") unless such Obligation holder submits an objection in writing (in a manner acceptable to the Master Trustee) to the Master Trustee within 15 days of the date that the notice is sent to the Obligation

holders and (iii) state that, subject to the provisions of Section 414(b)(v) hereof, the Capital budget shall be approved only upon receipt by the Master Trustee of the consent of the holders of a majority in aggregate principal amount of the Obligations outstanding. No later than two Business Days after the end of the 15-day objection period, the Master Trustee shall notify the Obligated Group of the number of objections. If more than a majority in aggregate principal amount of the holders of the outstanding Obligations have been deemed to have consented to the Operating Budget, such portion of the Annual Budget will be deemed approved by the Master Trustee. If more than a majority in aggregate principal amount of the owners of the Obligations outstanding have objected to the Operating Budget, the Obligated Group Agent shall work with the Master Trustee and the holders of a majority in the principal amount of the Obligations to revise the Operating Budget until it is approved by the Master Trustee as set forth herein. If the Operating Budget or the Capital Budget have not been approved or deemed approved by the owners of a majority in aggregate principal amount of the Obligations outstanding prior to the beginning of any Fiscal Year, the Members may adopt a temporary Operating Budget or temporary Capital Budget which is substantially the same as the Operating Budget or the Capital Budget for the prior Fiscal Year (which temporary budgets shall exclude any extraordinary expenses in the prior Fiscal Year) until the Operating Budget or the Capital Budget is approved by the Master Trustee as set forth herein.

## ARTICLE V

### EVENTS OF DEFAULT; REMEDIES

*Section 501 Events of Default.* Each of the following events is hereby declared an “event of default”:

(a) failure of the Obligated Group to pay any installment of interest or principal, or any premium, on any Obligation when the same shall become due and payable, whether at maturity, upon any date fixed for prepayment or by acceleration or otherwise; or

(b) except as otherwise provided herein, failure of any Member to comply with, observe or perform any of the covenants, conditions, agreements or provisions hereof and to remedy such default within 30 days after written notice thereof to such Member and the Obligated Group Agent from the Master Trustee or the Majority Holders, *provided* that, if in the judgment of the Master Trustee, such default cannot with due diligence and dispatch be wholly cured so that such failure no longer constitutes an “event of default” under this Master Indenture within 30 days but can be wholly cured, the failure of the Member to remedy such default within such 30-day period shall not constitute a default hereunder if the Member shall immediately upon receipt of such notice commence with due diligence and dispatch the curing of such default and such default is cured within 60 days of notice; or

(c) any representation or warranty made by any Member herein or in any statement or certificate furnished to the Master Trustee or the purchaser of any Obligation in connection with the sale of any Obligation or furnished by any Member pursuant hereto proves untrue in any material respect as of the date of the issuance or making thereof and shall not be corrected or brought into compliance within 30 days after written notice thereof to the Obligated Group Agent

by the Master Trustee or the Majority Holders; *provided* that, if in the judgment of the Master Trustee, such default cannot with due diligence and dispatch be wholly cured so that such failure no longer constitutes an “event of default” under this Master Indenture within 30 days but can be wholly cured, the failure of the Member to remedy such default within such 30-day period shall not constitute a default hereunder if the Member shall immediately upon receipt of such notice commence with due diligence and dispatch the curing of such default and such default is cured within 60 days of notice; or

(d) default in the payment of the principal of, premium, if any, or interest on any Indebtedness for borrowed money of any Member, including without limitation any Indebtedness created by any Related Loan Document, as and when the same shall become due, or an event of default as defined in any mortgage, indenture, loan agreement or other instrument under or pursuant to which there was issued or incurred, or by which there is secured, any such Indebtedness (including any Obligation) of any Member, and which default in payment or event of default entitles the holder thereof to declare or, in the case of any Obligation, to request that the Master Trustee declare, such Indebtedness due and payable prior to the date on which it would otherwise become due and payable; *provided, however*, that if such Indebtedness is not evidenced by an Obligation or issued, incurred or secured by or under a Related Loan Document, a default in payment thereunder shall not constitute an “event of default” hereunder unless the unpaid principal amount of such Indebtedness, together with the unpaid principal amount of all other Indebtedness so in default, exceeds the greater of \$250,000 or 1% of unrestricted net assets of the Obligated Group;

(e) any judgment, writ or warrant of attachment or of any similar process shall be entered or filed against any Member or against any Property of any Member and remains unvacated, unpaid, unbonded, unstayed or uncontested in good faith for a period of 90 days; *provided, however*, that none of the foregoing shall constitute an event of default unless the amount of such judgment, writ, warrant of attachment or similar process, together with the amount of all other such judgments, writs, warrants or similar processes so unvacated, unpaid, unbonded, unstayed or uncontested, exceed \$250,000 or 1% of the unrestricted net assets of the Obligated Group; or

(f) any Member admits insolvency or bankruptcy or its inability to pay its debts as they mature, or is generally not paying its debts as such debts become due, or makes an assignment for the benefit of creditors or applies for or consents to the appointment of a trustee, custodian or receiver for such Member, or for the major part of its Property; or

(g) a trustee, custodian or receiver is appointed for any Member or for the major part of its Property and is not discharged within 90 days after such appointment; or

(h) bankruptcy, dissolution, reorganization, arrangement, insolvency or liquidation proceedings, proceedings under Title 11 of the United States Code, as amended, or other proceedings for relief under any bankruptcy law or similar law for the relief of debtors are instituted by or against any Member (other than bankruptcy proceedings instituted by any Member against third parties), and if instituted against any Member are allowed against such Member or



are consented to or are not dismissed, stayed or otherwise nullified within 90 days after such institution; or

(i) payment of any installment of interest or principal, or any premium, on any Related Bond shall not be made when the same shall become due and payable under the provisions of any Related Bond Indenture; or

(j) (A) if the Obligated Group fails to maintain a Historical Debt Service Coverage Ratio of at least 1.00:1 as of any Fiscal Quarter, or (B) if the Obligated Group fails to maintain a Historical Debt Service Coverage Ratio of at least the Historical Debt Service Coverage Requirement for any Fiscal Quarter (but the Historical Debt Service Coverage Ratio is greater than 1.00:1) and the Days Cash on Hand for such Fiscal Quarter is less than 150, or (C) if the Obligated Group fails to maintain (i) 80 Days Cash on Hand as of December 31, 2021 and June 30, 2022, (ii) 90 Days Cash on Hand as of December 31, 2022 and June 30, 2023, and (iii) 100 Days Cash on Hand on each Liquidity Testing Date thereafter; or

(k) any event of default shall occur under any Bond Document.

Upon the occurrence and during the continuance of an event of default described in this Section 501, the Master Trustee shall give the Obligated Group Agent the Notice described in Section 513 hereof.

*Section 502 Acceleration.* If an event of default has occurred and is continuing, the Master Trustee may, and if requested by the Majority Holders, shall, by notice in writing delivered to the Obligated Group Agent, declare the entire principal amount of all Obligations then outstanding hereunder and the interest accrued thereon immediately due and payable, and the entire principal and such interest shall thereupon become immediately due and payable, subject, however, to the provisions of Section 510 hereof with respect to waivers of events of default.

*Section 503 Remedies; Rights of Obligation Holders.* Upon the occurrence of any event of default, the Master Trustee may pursue any available remedy including a suit, action or proceeding at law or in equity to enforce the payment of the principal of, premium, if any, and interest on the Obligations outstanding hereunder and any other sums due hereunder and may collect such sums in the manner provided by law out of the Property or the Excluded Property of any Member wherever situated.

If an event of default shall have occurred, and if it shall have been requested so to do by the Majority Holders and if it shall have been indemnified as provided in Section 601(k) hereof, the Master Trustee shall be obligated to exercise such one or more of the rights and powers conferred by this Section 504 as the Master Trustee shall deem most expedient in the interests of the holders of Obligations; *provided, however*, that the Master Trustee shall have the right to decline to comply with any such request if the Master Trustee shall be advised by counsel (who may be its own counsel) that the action so requested may not lawfully be taken or the Master Trustee in good faith shall determine that such action would be unjustly prejudicial to the holders of Obligations not parties to such request. Any such remedial proceeding may include forbearance or non-action on the part of the Master Trustee, the acceptance by the Master Trustee, as mortgagee

under the Mortgage, of a deed in lieu of foreclosure, the sale of the property covered by the Mortgage free of the lien thereof for an amount less than the amounts due with respect to the Obligations and the cancellation thereof in full on behalf of the holders thereof, and the waiver or release of claims or the granting of a covenant not to sue.

No remedy by the terms of this Master Indenture conferred upon or reserved to the Master Trustee (or to the holders of Obligations) is intended to be exclusive of any other remedy, but each and every such remedy shall be cumulative and shall be in addition to any other remedy given to the Master Trustee or to the holders of Obligations hereunder now or hereafter existing at law or in equity or by statute.

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

No waiver of any default or event of default hereunder, whether by the Master Trustee or by the holders of Obligations, shall extend to or shall affect any subsequent default or event of default or shall impair any rights or remedies consequent thereon.

*Section 504 Direction of Proceedings by Holders.* The Majority Holders shall have the right, at any time, by an instrument or instruments in writing executed and delivered to the Master Trustee, to direct the method and place of conducting all proceedings to be taken in connection with the enforcement of the terms and conditions of this Master Indenture and the Mortgage, or for the appointment of a receiver or any other proceedings hereunder; *provided*, that such direction shall not be otherwise than in accordance with the provisions of law and of this Master Indenture and that the Master Trustee shall have the right to decline to comply with any such request if the Master Trustee shall be advised by counsel (who may be its own counsel) that the action so directed may not lawfully be taken or the Master Trustee in good faith shall determine that such action would be unjustly prejudicial to the holders of the Obligations not parties to such direction.

The foregoing notwithstanding, the holders which are entitled to the exclusive benefit of certain security in addition to that intended to secure all or other Obligations shall have the right, at any time, by an instrument or instruments in writing executed and delivered to the Master Trustee, to direct the method and place of conducting all proceedings to be taken in connection with the enforcement of the terms and conditions of this Master Indenture, the Supplemental Master Indenture or Indentures pursuant to which such Obligations were issued or so secured or any separate security document in order to realize on such security; *provided, however*, that such direction shall not be otherwise than in accordance with the provisions of law and of this Master Indenture and that the Master Trustee shall have the right to decline to comply with any such request if the Master Trustee shall be advised by counsel (who may be its own counsel) that the action so directed may not lawfully be taken.

*Section 505 Appointment of Receivers.* Upon the occurrence of an event of default, and upon the filing of a suit or other commencement of judicial proceedings to enforce the rights of the Master Trustee and the holders of Obligations under this Master Indenture, the Master Trustee

shall be entitled, as a matter of right, to the appointment of a receiver or receivers of the rights and properties pledged hereunder and of the revenues, issues, payments and profits thereof, pending such proceedings, with such powers as the court making such appointment shall confer.

*Section 506 Application of Moneys.* All moneys received by the Master Trustee pursuant to any right given or action taken under the provisions of this Article (except moneys held for the payment of Obligations called for prepayment or redemption which have become due and payable) shall, together with all other moneys held by the Master Trustee hereunder, after payment of the cost and expenses of the proceedings resulting in the collection of such moneys and of the fees of, expenses, liabilities and advances incurred or made by the Master Trustee, any Related Issuers and any Related Bond Trustees, be applied as follows:

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

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

SECOND: To the payment to the persons entitled thereto of the unpaid principal and premium, if any, on the Senior Obligations secured on a parity therewith, which shall have become due (other than Obligations called for redemption or payment for payment of which moneys are held pursuant to the provisions of this Master Indenture), in the order of the scheduled dates of their payment, and, if the amount available shall not be sufficient to pay in full the Senior Obligations due on any particular date, then to the payment ratably, according to the amount of principal and premium due on such date, to the persons entitled thereto without any discrimination or privilege; and

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

FOURTH: To the payment to the persons entitled thereto of the unpaid principal and premium, if any, on the Subordinate Obligations, which shall have become due (other than Obligations called for redemption or payment for payment of which moneys are held pursuant to the provisions of this Master Indenture), in the order of the scheduled dates of their payment, and, if the amount available shall not be sufficient to pay in full the Subordinate Obligations due on any particular date, then to the payment ratably, according to the amount of principal and premium due on such date, to the persons entitled thereto without any discrimination or privilege.

(b) If the principal of all the Obligations shall have become due or shall have been declared due and payable, all such moneys shall be applied first, to the payment of the principal, premium, if any, and interest then due and unpaid upon the Senior Obligations without preference or priority of principal, premium or interest over the others, or of any installment of interest over any other installment of interest, or of any Senior Obligation over any other Senior Obligation, ratably, according to the amounts due respectively for principal, premium, if any, and interest to the persons entitled thereto without any discrimination or privilege, and second, to the payment of the principal, premium, if any, and interest then due and unpaid upon the Subordinate Obligations without preference or priority of principal, premium or interest over the others, or of any installment of interest over any other installment of interest, or of any Subordinate Obligation over any other Subordinate Obligation, ratably, according to the amounts due respectively for principal, premium, if any, and interest to the persons entitled thereto without any discrimination or privilege; and

(c) If the principal of all the Obligations shall have been declared due and payable, and if such declaration shall thereafter have been rescinded and annulled under the provisions of this Article, then, subject to the provisions of paragraph (b) of this Section 506 in the event that the principal of all the Obligations shall later become due or be declared due and payable, the moneys shall be applied in accordance with the provisions of paragraph (a) of this Section 506.

Whenever moneys are to be applied by the Master Trustee pursuant to the provisions of this Section 506, such moneys shall be applied by it at such times, and from time to time, as the Master Trustee shall determine in its sole discretion, having due regard for the amount of such moneys available for application and the likelihood of additional moneys becoming available for such application in the future. Whenever the Master Trustee shall apply such moneys, it shall fix the date (which shall be an interest payment date unless it shall deem another date more suitable) upon which such application is to be made and upon such date interest on the amounts of principal to be paid on such date shall cease to accrue. The Master Trustee shall give such notice as it may deem appropriate of the deposit with it of any such moneys and of the fixing of any such date, and shall not be required to make payment to the holder of any unpaid Obligation until such Obligation shall be presented to the Master Trustee for appropriate endorsement or for cancellation if fully paid.

Whenever all Obligations and interest thereon have been paid under the provisions of this Section 506 and all expenses and charges of the Master Trustee have been paid, any balance remaining shall be paid to the Person entitled to receive the same; if no other person shall be entitled thereto, then the balance shall be paid to the Obligated Group Agent on behalf of the Members.

*Section 507 Remedies Vested in Master Trustee.* All rights of action including the right to file proof of claims under this Master Indenture or under any of the Obligations may be enforced by the Master Trustee without the possession of any of the Obligations or the production thereof in any trial or other proceedings relating thereto and any such suit or proceeding instituted by the Master Trustee shall be brought in its name as Master Trustee without the necessity of joining as plaintiffs or defendants any holders of the Obligations, and any recovery of judgment shall be for the equal benefit of the holders of the Outstanding Obligations.

*Section 508 Rights and Remedies of Obligation Holders.* No holder of any Obligation shall have any right to institute any suit, action or proceeding in equity or at law for the enforcement of this Master Indenture or for the execution of any trust hereof or for the appointment of a receiver or any other remedy hereunder, unless a default shall have become an event of default and the Majority Holders shall have made written request to the Master Trustee and shall have offered it reasonable opportunity either to proceed to exercise the powers hereinbefore granted or to institute such action, suit or proceeding in its own name, and unless also, in each case, such holders have offered to the Master Trustee indemnity as provided in Section 601(k), and unless the Master Trustee shall thereafter fail or refuse to exercise the powers hereinbefore granted, or to institute such action, suit or proceeding in its own name; and such notification, request and offer of indemnity are hereby declared in every case at the option of the Master Trustee to be conditions precedent to the execution of the powers and trusts of this Master Indenture and to any action or cause of action for the enforcement of this Master Indenture, or for the appointment of a receiver or for any other remedy hereunder; it being understood and intended that no one or more holders of the Obligations shall have any right in any manner whatsoever to affect, disturb or prejudice the lien of this Master Indenture by its, his or their action or to enforce any right hereunder except in the manner herein provided, and that all proceedings at law or in equity shall be instituted, had and maintained in the manner herein provided and for the equal benefit of the holders of all Obligations outstanding. Nothing in this Master Indenture contained shall, however, affect or impair the right of any holder to enforce the payment of the principal of, premium, if any, and interest on any Obligation at and after the maturity thereof, or the obligation of the Members to pay the principal, premium, if any, and interest on each of the Obligations issued hereunder to the respective holders thereof at the time and place, from the source and in the manner in said Obligations expressed.

*Section 509 Termination of Proceedings.* In case the Master Trustee shall have proceeded to enforce any right under this Master Indenture by the appointment of a receiver, or otherwise, and such proceedings shall have been discontinued or abandoned for any reason, or shall have been determined adversely to the Master Trustee, then and in every case the Members and the Master Trustee shall, subject to any determination in such proceeding, be restored to their former positions and rights hereunder with respect to the Property pledged and assigned hereunder, and all rights, remedies and powers of the Master Trustee shall continue as if no such proceedings had been taken.

*Section 510 Waiver of Events of Default.* If, at any time after the principal of all Obligations shall have been so declared due and payable, and before any judgment or decree for the payment of the moneys due shall have been obtained or entered as hereinafter provided and before the acceleration of any Related Bond, any Member shall pay or shall deposit with the Master Trustee a sum sufficient to pay all matured installments of interest upon all such Obligations and the principal and premium, if any, of all such Obligations that shall have become due otherwise than by acceleration (with interest on overdue installments of interest and on such principal and premium, if any, at the rate borne by such Obligations to the date of such payment or deposit, to the extent permitted by law) and the expenses of the Master Trustee, and any and all events of default under this Master Indenture, other than the nonpayment of principal of and accrued interest on such Obligations that shall have become due by acceleration, shall have been remedied, then and in every such case the Majority Holders, by written notice to the Obligated Group Agent and to the Master Trustee, may waive all events of default and rescind and annul such declaration and

its consequences; but no such waiver or rescission and annulment shall extend to or affect any subsequent event of default, or shall impair any right consequent thereon.

*Section 511 Members' Rights of Possession and Use of Property.* So long as each Member is in full compliance with the terms and provisions of this Master Indenture, each Member shall be suffered and permitted to possess, use and enjoy its Property and appurtenances thereto free of claims of the Master Trustee.

*Section 512 Related Bond Trustee or Bondholders Deemed to Be Obligation Holders.* For the purposes of this Master Indenture, unless a Related Bond Trustee elects to the contrary or contrary provision is made in a Related Bond Indenture, each Related Bond Trustee shall be deemed the holder of the Obligation or Obligations pledged to secure the Related Bonds with respect to which such Related Bond Trustee is acting as trustee. If such a Related Bond Trustee so elects or the Related Bond Indenture so provides, the holders of each series of Related Bonds shall be deemed the holders of the Obligations to the extent of the principal amount of the Obligations to which their Bonds relate.

## ARTICLE VI

### THE MASTER TRUSTEE

*Section 601 Acceptance of the Trusts.* The Master Trustee accepts and agrees to execute the trusts imposed upon it by this Master Indenture, but only upon the terms and conditions set forth herein. The Master Trustee, prior to the occurrence of an Event of Default and after the curing of all events of default which may have occurred, undertakes to perform such duties and only such duties as are specifically set forth in this Master Indenture. The Master Trustee shall not be liable in connection with the performance of such duties, except with respect to its own negligence and willful misconduct. No implied covenants or obligations should be read into this Master Indenture against the Master Trustee. If an event of default under this Master Indenture shall have occurred and be continuing, the Master Trustee shall exercise such of the rights and powers vested in it by this Master Indenture and shall use the same degree of care as a prudent person would exercise or use in the circumstances in the conduct of such person's own affairs. The Master Trustee agrees to perform such trusts only upon and subject to the following express terms and conditions:

(a) The Master Trustee may execute any of the trusts or powers hereof and perform any of its duties by or through attorneys, agents, receivers, or employees but shall be answerable for the conduct of the same in accordance with the standard specified above, and shall be entitled to advice of counsel concerning all matters of trusts hereof and duties hereunder, and may in all cases pay such reasonable compensation to any attorney, agent, receiver or employee retained or employed by it in connection herewith. The Master Trustee may act upon the opinion or advice of an attorney, surveyor, engineer or accountant selected by it in the exercise of reasonable care or, if selected or retained by any Member, approved by the Master Trustee in the exercise of such care. The Master Trustee shall not be responsible for any loss or damage resulting from any action or nonaction based on its good faith reliance upon such opinion or advice.

(b) The Master Trustee shall not be responsible for any recital herein, or in the Obligations (except with respect to the certificate of the Master Trustee endorsed on the Obligations), or for the investment of moneys as herein provided, or for the recording or re-recording, filing or re-filing of this Master Indenture, or any supplement or amendment thereto, or the filing of financing statements, or for the validity of the execution by the Corporation or the Foundation of this Master Indenture, or by any Member of any supplemental indentures or instruments of further assurance, or for the sufficiency of the security for the Obligations issued hereunder or intended to be secured hereby, or for the value or title of the Property herein conveyed or otherwise as to the maintenance of the security hereof. The Master Trustee may (but shall be under no duty to) require of any Member full information and advice as to the performance of the covenants, conditions and agreements in this Master Indenture and shall use its best efforts, but without any obligation, to advise the Members of any impending default known to the Master Trustee. The Master Trustee shall have no obligation to perform any of the duties of the Obligated Group hereunder.

(c) The Master Trustee shall not be accountable for the use or application by the Obligated Group of any of the Obligations or the proceeds thereof or for the use or application of any money paid over by the Master Trustee in accordance with the provisions of this Master Indenture or for the use and application of money received by any Paying Agent. The Master Trustee may become the owner of Obligations secured hereby with the same rights it would have if it were not Master Trustee.

(d) The Master Trustee shall be protected in acting upon any notice, order, requisition, request, consent, certificate, order, opinion (including an opinion of Independent Counsel), affidavit, letter, telegram or other paper or document in good faith deemed by it to be genuine and to have been signed or sent by the proper person or persons. Any action taken by the Master Trustee pursuant to this Master Indenture upon the request or authority or consent of any person who at the time of making such request or giving such authority or consent is the owner of any Obligation shall be conclusive and binding upon all future owners of the same Obligation and upon Obligations issued in exchange therefor or in place thereof.

(e) As to the existence or non-existence of any fact or as to the sufficiency or validity of any instrument, paper or proceeding, the Master Trustee shall be entitled to rely upon a certificate signed on behalf of any Member by its President, any Vice-President, its Treasurer or its Secretary as sufficient evidence of the facts therein contained and, prior to the occurrence of a default of which the Master Trustee has been notified as provided in subsection (g) of this Section 601, or of which by said subsection it is deemed to have notice, shall also be at liberty to accept a similar certificate to the effect that any particular dealing, transaction or action is necessary or expedient, but may at its discretion secure such further evidence deemed necessary or advisable, but shall in no case be bound to secure the same. The Master Trustee may accept a certificate of the President, any Vice President or Secretary of any Member under its seal to the effect that a resolution in the form therein set forth has been adopted by such Member as conclusive evidence that such resolution has been duly adopted, and is in full force and effect.

(f) The permissive right of the Master Trustee to do things enumerated in this Master Indenture shall not be construed as a duty and the Master Trustee shall not be answerable for other than its negligence or willful misconduct.

(g) The Master Trustee shall not be required to take notice or be deemed to have notice of any default hereunder except failure by the Obligated Group to cause to be made any of the payments to the Master Trustee required to be made by Section 202 or Section 401 unless the Master Trustee shall be specifically notified in writing of such default by a Member, by the written report of nationally recognized independent certified public accountants required by Section 414, by any Related Bond Trustee, or by the holders of at least 25% in aggregate principal amount of all Obligations then outstanding and all notices or other instruments required by this Master Indenture to be delivered to the Master Trustee must, in order to be effective, be delivered at the designated corporate trust office of the Master Trustee, and in the absence of such notice so delivered, the Master Trustee may conclusively assume there is no default except as aforesaid.

(h) At any and all reasonable times, the Master Trustee, and its duly authorized agents, attorneys, experts, engineers, accountants and representatives, shall have the right fully to inspect any and all books, papers and records of any Member pertaining to the Obligations, and to take such memoranda from and in regard thereto as may be reasonably desired.

(i) The Master Trustee shall not be required to give any bond or surety in respect of the execution of the said trusts and powers or otherwise in respect of the premises.

(j) Notwithstanding anything contained elsewhere in this Master Indenture, the Master Trustee shall have the right, but shall not be required, to demand, in respect of the authentication of any Obligation, the withdrawal of any cash, the release of any property, or any action whatsoever within the purview of this Master Indenture, any showings, certificates, opinions, appraisals or other information, or corporate action or evidence thereof, in addition to that by the terms hereof required as a condition of such action by the Master Trustee reasonably requested by the Master Trustee to discharge its duties, for the purpose of establishing the right of any Member to the authentication of any Obligations, the withdrawal of any cash, the release of any property or the taking of any other action by the Master Trustee.

(k) Before taking any action under this Master Indenture other than making payments of principal and interest on the Obligations as they become due and causing an acceleration of the Obligations when required hereby, the Master Trustee may require that a satisfactory indemnity bond be furnished for the reimbursement of all expenses to which it may be put and to protect it against all liability, including, but not limited to, any liability arising directly or indirectly under any federal, state or local statute, rule, law or ordinance related to the protection of the environment or hazardous substances, and except liability which is adjudicated to have resulted from its negligence or willful misconduct in connection with any action so taken.

(l) All moneys received by the Master Trustee or any Paying Agent shall, until used or applied or invested as herein provided, be held in trust for the purposes for which they were received but need not be segregated from other funds except to the extent required by law or by



this Master Indenture. Neither the Master Trustee nor any Paying Agent shall be under any liability for interest on any moneys received hereunder except such as may be agreed upon.

(m) The Master Trustee shall have no responsibility with respect to any information, statement or recital in any offering memorandum, the Information Statement, the Disclosure Statement or other disclosure material prepared or distributed with respect to any Related Bonds or any Obligations except with respect to any such information, statement or recital submitted by the Master Trustee for such purpose.

(n) The Master Trustee shall not be required to monitor the financial condition of the Members or the physical condition of the Mortgage Property. Unless otherwise expressly, the Master Trustee shall be under no obligation to analyze, review or make any credit decisions with respect to any financial statements, reports, notices, certificates or documents solely for the benefit of, and review by, Bondholders and such other parties to whom the Master Trustee may provide such information pursuant to this Master Indenture.

*Section 602 Fees, Charges and Expenses of Master Trustee and Any Additional Paying Agent.* The Master Trustee shall be entitled to payment and/or reimbursement for reasonable fees and for its services rendered hereunder and all advances, counsel fees and other expenses reasonably and necessarily made or incurred by the Master Trustee in connection with such services. The Master Trustee shall be entitled to payment and reimbursement for the reasonable fees and charges of the Master Trustee as Paying Agent and Obligation Registrar for the Obligations as hereinabove provided. Any additional Paying Agent shall be entitled to payment and reimbursement for its reasonable fees and charges as additional Paying Agent for the Obligations. As security for the payment of its fees and expenses, the Master Trustee and any additional Paying Agent shall have a lien on all funds and accounts held under this Master Indenture and right of payment prior to payment on account of principal of, or premium, if any, or interest on any Obligation for the foregoing advances, fees, costs and expenses incurred.

*Section 603 Notice to Obligation Holders If Default Occurs.* If a default occurs of which the Master Trustee is by subsection (g) of Section 601 hereof required to take notice or if notice of default be given as in said subsection (g) provided, then the Master Trustee shall give written notice thereof by mail to the last known owners of all Obligations then outstanding shown by the list of Obligation Holders required by the terms of this Master Indenture to be kept at the office of the Master Trustee.

*Section 604 Intervention by Master Trustee.* In any judicial proceeding to which any Member is a party and which in the opinion of the Master Trustee and its counsel has a substantial bearing on the interests of owners of the Obligations, the Master Trustee may intervene on behalf of Obligation Holders and, subject to the provisions of Section 601(k), shall do so if requested in writing by the owners of at least 25% in aggregate principal amount of all Obligations then outstanding. The rights and obligations of the Master Trustee under this Section 604 are subject to the approval of a court of competent jurisdiction.

*Section 605 Successor Master Trustee.* Any corporation or association into which the Master Trustee may be converted or merged, or with which it may be consolidated, or to which it

may sell or transfer its corporate trust business and assets as a whole or substantially as a whole, or any corporation or association resulting from any such conversion, sale, merger, consolidation or transfer to which it is a party, ipso facto, shall be and become successor Master Trustee hereunder and vested with all of the title to the whole property or trust estate and all the trusts, powers, discretions, immunities, privileges and all other matters as was its predecessor, without the execution or filing of any instrument or any further act, deed or conveyance on the part of and of the parties hereto, anything herein to the contrary notwithstanding.

*Section 606 Corporate Master Trustee Required; Eligibility.* There shall at all times be a Master Trustee hereunder which shall be a bank or trust company organized under the laws of the United States of America or any state thereof, authorized to exercise corporate trust powers, subject to supervision or examination by federal or state authorities, and (except for the Master Trustee initially appointed under this Master Indenture and its successors under Section 605) having a reported combined capital and surplus and undivided profits of at least \$50,000,000. If at any time the Master Trustee shall cease to be eligible in accordance with the provisions of this Section 606, it shall resign immediately in the manner provided in Section 607. No resignation or removal of the Master Trustee and no appointment of a successor Trustee shall become effective until the successor Master Trustee has accepted its appointment under Section 610 hereof.

*Section 607 Resignation by the Master Trustee.* The Master Trustee and any successor Master Trustee may at any time resign from the trusts hereby created by giving thirty days' written notice to the Obligated Group Agent and by registered or certified mail to each registered owner of Obligations then outstanding and to each holder of Obligations as shown by the list of Obligation Holders required by this Master Indenture to be kept at the office of the Master Trustee. Such resignation shall take effect at the end of such thirty days or when a successor Master Trustee has been appointed and has assumed the trusts created hereby, whichever is later, or upon the earlier appointment of a successor Master Trustee by the Obligation Holders or by the Obligated Group. If a successor Master Trustee has not accepted its appointment within such 30-day period, the current Master Trustee may apply to a court of competent jurisdiction to appoint a successor Master Trustee to act until such time, if any, as a successor shall have so accepted its appointment. Such notice to the Obligated Group Agent may be served personally or sent by registered or certified mail.

*Section 608 Removal of the Master Trustee.* The Master Trustee may be removed at any time, by an instrument or concurrent instruments in writing delivered to the Master Trustee and to the Obligated Group Agent, and signed by the Majority Holders. So long as no event of default has occurred and is continuing under this Master Indenture, and no event shall have occurred which, with the passage of time or the giving of notice or both would become such an event of default under this Master Indenture, the Master Trustee may be removed at any time by an instrument in writing signed by the Obligated Group Agent and delivered to the Master Trustee. The foregoing notwithstanding, the Master Trustee may not be removed by the Obligated Group Agent unless written notice of the delivery of such instrument or instruments signed by the Obligated Group Agent is mailed to the owners of all Obligations outstanding under this Master Indenture, which notice indicates the Master Trustee will be removed and replaced by the successor trustee named in such notice, such removal and replacement to become effective on the 60th day next succeeding the date of such notice, unless the owners of not less than 10% in

aggregate principal amount of such Obligations then outstanding under this Master Indenture shall object in writing to such removal and replacement.

*Section 609 Appointment of Successor Master Trustee by the Obligation Holders; Temporary Master Trustee.* In case the Master Trustee hereunder shall resign or be removed, or be dissolved, or shall be in the process of dissolution or liquidation, or otherwise becomes incapable of acting hereunder, or in case it shall be taken under the control of any public officer or officers, or of a receiver appointed by a court, a successor may be appointed by the Obligated Group, or by the Majority Holders, by an instrument or concurrent instruments in writing signed by such owners, or by their attorneys in fact, duly authorized. In the event of a conflict between the Obligated Group and the Majority Holders, the successor appointed by the Majority Holders shall be appointed. If a successor trustee shall not have been appointed within 30 days after notice of resignation by or removal of the Master Trustee, the Obligated Group or any holder of an Obligation may apply to any court of competent jurisdiction to appoint a successor to act until such time, if any, as a successor shall have been appointed as above provided. The successor so appointed by such court shall immediately and without further act be superseded by any successor appointed as above provided. Every such successor Master Trustee appointed pursuant to the provisions of this Section 609 shall be a trust company or bank in good standing under the law of the jurisdiction in which it was created and by which it exists, having corporate trust powers and subject to examination by federal or state authorities, and having a reported capital and surplus of not less than \$50,000,000.

*Section 610 Concerning Any Successor Master Trustee.* Every successor Master Trustee appointed hereunder shall execute, acknowledge and deliver to its predecessor and also to the Obligated Group Agent an instrument in writing accepting such appointment hereunder, and thereupon such successor, without any further act, deed or conveyance, shall become fully vested with all the estates, properties, rights, powers, trusts, duties and obligations of its predecessor; but such predecessor shall, nevertheless, on the written request of the Obligated Group Agent, or of its successor, execute and deliver an instrument transferring to such successor Master Trustee all the estates, properties, rights, powers and trusts of such predecessor hereunder; and every predecessor Master Trustee shall deliver all securities and moneys held by it as Master Trustee hereunder to its successor. Should any instrument in writing from any Member be required by any successor Master Trustee for more fully and certainly vesting in such successor the estate, rights, powers and duties hereby vested or intended to be vested in the predecessor, any and all such instruments in writing shall, on request, be executed, acknowledged and delivered by such Member. The resignation of any Master Trustee and the instrument or instruments removing any Master Trustee and appointing a successor hereunder, together with all other instruments provided for in this Article shall be filed and/or recorded by the successor Master Trustee in each recording office, if any, where the Master Indenture shall have been filed and/or recorded.

*Section 611 Master Trustee Protected in Relying upon Resolutions, Etc.* The resolutions, opinions, certificates and other instruments provided for in this Master Indenture may be accepted by the Master Trustee as conclusive evidence of the facts and conclusions stated therein and shall be full warrant, protection and authority to the Master Trustee for the release of property and the withdrawal of cash hereunder.

*Section 612 Successor Master Trustee as Trustee of Funds, Paying Agent and Obligation Registrar.* In the event of a change in the office of Master Trustee, the predecessor Master Trustee which has resigned or been removed shall cease to be trustee of any funds provided hereunder and Obligation Registrar and Paying Agent for principal of, premium, if any, and interest on the Obligations, and the successor Master Trustee shall become such Master Trustee, Obligation Registrar and Paying Agent unless a separate Paying Agent or Agents are appointed by the Obligated Group Agent in connection with the appointment of any successor Master Trustee.

*Section 613 Maintenance of Records.* The Master Trustee agrees to maintain such records with respect to any and all moneys or investments held by the Master Trustee pursuant to the provisions hereof as are requested by the Obligated Group Agent up to seven years after the last Obligation is paid and this Master Indenture is released. The Master Trustee shall be entitled to reasonable compensation for its maintenance of any such records.

## ARTICLE VII

### SUPPLEMENTAL MASTER INDENTURES AND AMENDMENTS TO THE MORTGAGE

*Section 701 Supplemental Master Indentures and Amendments to the Mortgage Not Requiring Consent of Obligation Holders.* Subject to the limitations set forth in Section 702 hereof with respect to this Section 701, the Members and the Master Trustee may, but without the consent of, or notice to, any of the Obligation Holders amend or supplement this Master Indenture or the Mortgage for any one or more of the following purposes:

- (a) To cure any ambiguity or defective provision in or omission from this Master Indenture in such manner as is not inconsistent with and does not impair the security of the Master Indenture or the Mortgage or adversely affect the holder of any Obligation;
- (b) To grant to or confer upon the Master Trustee for the benefit of the Obligation Holders any additional rights, remedies, powers or authority that may lawfully be granted to or conferred upon the Obligation Holders and the Master Trustee, or either of them, to add to the covenants of the Members for the benefit of the Obligation Holders or to surrender any right or power conferred hereunder or under the Mortgage upon any Member;
- (c) To assign and pledge under this Master Indenture or the Mortgage any additional revenues, properties or collateral;
- (d) To evidence the succession of another corporation to the agreements of a Member or the Master Trustee, or the successor of any thereof to the extent permitted hereunder;
- (e) To permit the qualification of this Master Indenture under the Trust Indenture Act of 1939, as then amended, or under any similar federal statute hereafter in effect or to permit the qualification of any Obligations for sale under the securities laws of any state of the United States;
- (f) To provide for the issuance of Additional Obligations as permitted hereby;

- (g) To reflect the addition to or withdrawal of a Member from the Obligated Group;
- (h) To provide for the issuance of Obligations with original issue discount, *provided* such issuance would not materially adversely affect the holders of Outstanding Obligations;
- (i) To permit an Obligation to be secured by security which is not extended to all Obligation Holders;
- (j) To permit the issuance of Obligations which are not in the form of a promissory note;
- (k) Provide for the release in accordance with the provisions of the Mortgage and this Master Indenture of any Property subject to the lien of such Mortgage; and
- (l) To make any other change which, in the opinion of the Master Trustee, does not materially adversely affect the holders of any of the Obligations and, in the opinion of each Related Bond Trustee, does not materially adversely affect the holders of the Related Bonds with respect to which it acts as trustee, including without limitation any modification, amendment or supplement to this Master Indenture or any indenture supplemental hereto or the Mortgage or any amendment thereto in such a manner as to establish or maintain exemption of interest on any Related Bonds under a Related Bond Indenture from federal income taxation under applicable provisions of the Code.

Any Supplemental Master Indenture providing for the issuance of Additional Obligations shall set forth the date thereof, the date or dates upon which principal of, premium, if any, and interest on such Obligations shall be payable, the other terms and conditions of such Obligations, the form of such Obligations and the conditions precedent to the delivery of such Obligations which shall include, among other things:

- (a) delivery to the Master Trustee of all materials required to be delivered as a condition precedent to the incurrence of the Additional Indebtedness evidenced by such Obligations;
- (b) delivery to the Master Trustee of an opinion of Independent Counsel not objected to by the Master Trustee to the effect that all requirements and conditions to the issuance of such Obligations, if any, set forth herein and in the Supplemental Master Indenture have been complied with and satisfied; and
- (c) delivery to the Master Trustee of an opinion of Independent Counsel not objected to by the Master Trustee to the effect that registration of such Obligations under the Securities Act of 1933, as amended, is not required, or, if such registration is required, that the Obligated Group has complied with all applicable provisions of said Act.

If at any time the Obligated Group Agent shall request the Master Trustee to enter into any Supplemental Master Indenture pursuant to subsection (l) above, the Master Trustee shall cause notice of the proposed execution of such Supplemental Master Indenture to be given to each Rating

Agency then maintaining a rating on any Obligations or Related Bonds, in the manner provided in Section 1004 hereof at least 15 days prior to the execution of such Supplemental Master Indenture, which notice shall include a copy of the proposed Supplemental Master Indenture.

*Section 702 Supplemental Master Indentures and Amendment of the Mortgage Requiring Consent of Obligation Holders.* In addition to Supplemental Master Indentures covered by Section 701 hereof and subject to the terms and provisions contained in this Section 702, the Majority Holders hereunder at the time of the execution of such Supplemental Master Indenture or amendment to the Mortgage or, in case less than all of the several series of Obligations outstanding are affected thereby, the holders of not less than majority in aggregate principal amount of the Obligations of the series affected thereby which are outstanding hereunder at the time of the execution of such Supplemental Master Indenture or amendment to the Mortgage, shall have the right, from time to time, anything contained in this Master Indenture or in the Mortgage to the contrary notwithstanding, to consent to and approve the execution by the Members and the Master Trustee of such Supplemental Master Indentures as shall be deemed necessary and desirable by the Members for the purpose of modifying, altering, amending, adding to or rescinding, in any particular, any of the terms or provisions contained in this Master Indenture or in any Supplemental Master Indenture; *provided, however,* that nothing contained in this Section 702 or in Section 701 hereof shall permit, or be construed as permitting, (a) an extension of the stated maturity or reduction in the principal amount of or reduction in the rate or extension of the time of paying of interest on or reduction of any premium payable on the redemption of, any Obligation, without the consent of the holder of such Obligation, (b) a reduction in the aforesaid aggregate principal amount of Obligations the holders of which are required to consent to any such Supplemental Master Indenture or amendment to the Mortgage or any such amending or supplementing instruments, without the consent of the holders of all the Obligations at the time outstanding which would be affected by the action to be taken, (c) modification of the rights, duties or immunities of the Master Trustee, without the written consent of the Master Trustee or (d) permit the creation of any Lien ranking prior to the lien of the Master Indenture with respect to any of the trust estate or terminate the lien of this Master Indenture or the Mortgage on any Property at any time subject hereto or thereto (other than as may otherwise be provided herein or therein).

If at any time the Obligated Group Agent shall request the Master Trustee to enter into any such Supplemental Master Indenture for any of the purposes of this Section 702, the Master Trustee shall, upon being satisfactorily indemnified with respect to expenses, cause notice of the proposed execution of such Supplemental Master Indenture to be mailed by first class mail postage prepaid to each holder of an Obligation or, in case less than all of the series of Obligations are affected thereby, of an Obligation of the series affected thereby. Such notice shall briefly set forth the nature of the proposed Supplemental Master Indenture and shall state that copies thereof are on file at the designated corporate trust office of the Master Trustee for inspection by all Obligation Holders. The Master Trustee shall not, however, be subject to any liability to any Obligation Holder by reason of its failure to mail such notice, and any such failure shall not affect the validity of such Supplemental Master Indenture when consented to and approved as provided in this Section 702. If the holders of not less than a majority in aggregate principal amount of the Obligations or the Obligations of each series affected thereby, as the case may be, which are outstanding hereunder at the time of the execution of any such Supplemental Master Indenture

shall have consented to and approved the execution thereof as herein provided, no holder of any Obligation shall have any right to object to any of the terms and provisions contained therein, or the operation thereof, or in any manner to question the propriety of the execution thereof, or to enjoin or restrain the Master Trustee or the Members from executing the same or from taking any action pursuant to the provisions thereof. Upon the execution of any such Supplemental Master Indenture as in this Section 702 permitted and provided, this Master Indenture shall be and be deemed to be modified and amended in accordance therewith.

For the purpose of obtaining the foregoing consents, the determination of who is deemed the holder of an Obligation held by a Related Bond Trustee shall be made in the manner provided in Section 513.

## ARTICLE VIII

### SATISFACTION OF THE MASTER INDENTURE

*Section 801 Defeasance.* If the Members shall pay or provide for the payment of the entire indebtedness on all Obligations (including, for the purposes of this Section 801, any Obligations owned by a Member) outstanding in any one or more of the following ways:

(a) by paying or causing to be paid the principal of (including redemption premium, if any) and interest on all Obligations outstanding, as and when the same become due and payable;

(b) by depositing with the Master Trustee, in trust, at or before maturity, moneys in an amount as the Master Trustee shall determine sufficient to pay or redeem (when redeemable) all Obligations outstanding (including the payment of premium, if any, and interest payable on such Obligations to the maturity or redemption date thereof), *provided* that such moneys, if invested, shall be invested at the direction of the Obligated Group Agent in Escrow Obligations, in an amount, without consideration of any income or increment to accrue thereon, sufficient to pay or redeem (when redeemable) and discharge the indebtedness on all Obligations outstanding at or before their respective maturity dates; it being understood that the investment income on such Escrow Obligations may be used at the direction of the Obligated Group Agent for any other purpose permitted by law;

(c) by delivering to the Master Trustee, for cancellation by it, all Obligations outstanding; or

(d) by depositing with the Master Trustee, in trust, before maturity, Escrow Obligations in such amount as the Master Trustee shall determine (which determination will be based upon a report of a firm of independent certified public accountants) will, together with the income or increment to accrue thereon, without consideration of any reinvestment thereof, be fully sufficient to pay or redeem (when redeemable) and discharge the indebtedness on all Obligations outstanding at or before their respective maturity dates;

and if the Obligated Group shall also pay or cause to be paid all other sums payable hereunder by the Obligated Group and, if any such Obligations are to be redeemed prior to the maturity thereof,

notice of such redemption shall have been given in accordance with the requirements of this Master Indenture or provisions satisfactory to the Master Trustee shall have been made for the giving of such notice, then and in that case (but subject to the provisions of Section 803 hereof) this Master Indenture and the estate and rights granted hereunder shall cease, determine, and become null and void, and thereupon the Master Trustee shall, upon Written Request of the Obligated Group Agent, and upon receipt by the Master Trustee of an Officer's Certificate from the Obligated Group Agent and an opinion of Independent Counsel not objected to by the Master Trustee, each stating that in the opinion of the signers all conditions precedent to the satisfaction and discharge of this Master Indenture have been complied with, forthwith execute proper instruments acknowledging satisfaction of and discharging this Master Indenture and the lien hereof. The satisfaction and discharge of this Master Indenture shall be without prejudice to the rights of the Master Trustee to charge and be reimbursed by the Obligated Group for any expenditures which it may thereafter incur in connection herewith. The foregoing notwithstanding, the liability of the Obligated Group in respect of the Obligations shall continue, but the holders thereof shall thereafter be entitled to payment only out of the moneys or Escrow Obligations deposited with the Master Trustee as aforesaid.

Any moneys, funds, securities, or other property remaining on deposit under this Master Indenture (other than said Escrow Obligations or other moneys deposited in trust as above provided) shall, upon the full satisfaction of this Master Indenture, forthwith be transferred, paid over and distributed to the Obligated Group.

The Obligated Group may at any time surrender to the Master Trustee for cancellation by it any Obligations previously authenticated and delivered which the Obligated Group may have acquired in any manner whatsoever, and such Obligations, upon such surrender and cancellation, shall be deemed to be paid and retired.

*Section 802 Provision for Payment of a Particular Series of Obligations or Portion Thereof.* If the Obligated Group shall pay or provide for the payment of the entire indebtedness on all Obligations of a particular series or a portion of such a series (including, for the purpose of this Section 802, any such Obligations owned by a Member) in one of the following ways:

(a) by paying or causing to be paid the principal of (including redemption premium, if any) and interest on all Obligations of such series or portion thereof outstanding, as and when the same shall become due and payable;

(b) by depositing with the Master Trustee, in trust, at or before maturity, moneys in an amount as the Master Trustee shall determine sufficient to pay or redeem (when redeemable) all Obligations of such series or portion thereof outstanding (including the payment of premium, if any, and interest payable on such Obligations to the maturity or redemption date), *provided* that such moneys, if invested, shall be invested at the direction of the Obligated Group Agent in Escrow Obligations in an amount, without consideration of any income or increment to accrue thereon, sufficient to pay or redeem (when redeemable) and discharge the indebtedness on all Obligations of such series or portion thereof outstanding at or before their respective maturity dates; it being understood that the investment income on such Escrow Obligations may be used at the direction of the Obligated Group Agent for any other purpose permitted by law;



(c) by delivering to the Master Trustee, for cancellation by it, all Obligations of such series or portion thereof outstanding; or

(d) by depositing with the Master Trustee, in trust, Escrow Obligations in such amount as the Master Trustee shall determine (which determination will be based upon a report of a firm of independent certified public accountants) will, together with the income or increment to accrue thereon without consideration of any reinvestment thereof, be fully sufficient to pay or redeem (when redeemable) and discharge the indebtedness on all Obligations of such series or portion thereof at or before their respective maturity dates;

and if the Obligated Group shall also pay or cause to be paid all other sums payable hereunder by the Obligated Group with respect to such series of Obligations or portion thereof, and, if any such Obligations of such series or portion thereof are to be redeemed prior to the maturity thereof, notice of such redemption shall have been given in accordance with the requirements of the Master Indenture or provisions satisfactory to the Master Trustee shall have been made for the giving of such notice, then in that case (but subject to the provisions of Section 803 hereof) such Obligations shall cease to be entitled to any lien, benefit or security under the Master Indenture. The liability of the Obligated Group in respect of such Obligations shall continue but the holders thereof shall thereafter be entitled to payment (to the exclusion of all other Obligation Holders) only out of the moneys or Escrow Obligations deposited with the Master Trustee as aforesaid.

*Section 803 Satisfaction of Related Bonds.* The provisions of Section 801 and Section 802 of this Master Indenture notwithstanding, any Obligation which secures a Related Bond (i) shall be deemed paid and shall cease to be entitled to the lien, benefit and security under the Master Indenture in the circumstances described in subsection (b)(ii) of the definition of “Outstanding Obligations” contained in Article I; and (ii) shall not be deemed paid and shall continue to be entitled to the lien, benefit and security under this Master Indenture unless and until such Related Bond shall cease to be entitled to any lien, benefit or security under the Related Bond Indenture pursuant to the provisions thereof.

## ARTICLE IX

### MANNER OF EVIDENCING OWNERSHIP OF OBLIGATIONS

*Section 901 Proof of Ownership.* Any request, direction, consent or other instrument provided by this Master Indenture to be signed and executed by the Obligation Holders may be in any number of concurrent writings of similar tenor and may be signed or executed by such Obligation Holders in person or by an agent appointed in writing. Proof of the execution of any such request, direction or other instrument or of the writing appointing any such agent and of the ownership of Obligations, if made in the following manner, shall be sufficient for any of the purposes of this Master Indenture and shall be conclusive in favor of the Master Trustee and the Obligated Group, with regard to any action taken by them, or either of them, under such request or other instrument, namely:

(a) The fact and date of the execution by any person of any such writing may be proved by the certificate of any officer in any jurisdiction who by law has power to take acknowledgments

in such jurisdiction, that the person signing such writing acknowledged before such officer the execution thereof, or by the affidavit of a witness of such execution; and

(b) The ownership of Obligations shall be proved by the registration of such Obligations.

Any action taken or suffered by the Master Trustee pursuant to any provision of this Master Indenture, upon the request or with the assent of any person who at the time is the holder of any Obligation or Obligations, shall be conclusive and binding upon all future holders of the same Obligation or Obligations or any Obligation or Obligations issued in exchange therefor.

## ARTICLE X

### MISCELLANEOUS

*Section 1001 Limitation of Rights.* With the exception of rights herein expressly conferred, nothing expressed or mentioned in or to be implied from this Master Indenture or the Obligations is intended or shall be construed to give to any Person other than the parties hereto, and the holders of the Obligations, any legal or equitable right, remedy or claim under or in respect to this Master Indenture or any covenants, conditions and provisions herein contained; this Master Indenture and all of the covenants, conditions and provisions hereof being intended to be and being for the sole and exclusive benefit of the parties hereto and the holders of the Obligations as herein provided.

*Section 1002 Unclaimed Moneys.* Any moneys deposited with the Master Trustee by the Obligated Group in accordance with the terms and covenants of this Master Indenture, in order to redeem or pay any Obligation in accordance with the provisions of this Master Indenture, and remaining unclaimed by the owners of the Obligation for two years after the date fixed for redemption or of maturity, as the case may be, shall, if the Obligated Group is not at the time to the knowledge of the Master Trustee in default with respect to any of the terms and conditions of this Master Indenture, or in the Obligations, be repaid by the Master Trustee to the Obligated Group Agent upon its written request therefor on behalf of the Members; and thereafter the registered owners of the Obligations shall be entitled to look only to the Obligated Group for payment thereof. The Obligated Group hereby covenants and agrees to indemnify and save the Master Trustee harmless from any and all losses, costs, liability and expense suffered or incurred by the Master Trustee by reason of having returned any such moneys to the Members as herein provided.

*Section 1003 Severability.* If any provision of this Master Indenture shall be held or deemed to be or shall, in fact, be inoperative or unenforceable as applied in any particular case in any jurisdiction or jurisdictions or in all jurisdictions, or in all cases because it conflicts with any other provision or provisions or any constitution or statute or rule of public policy, or for any other reason, such circumstances shall not have the effect of rendering the provision in question inoperative or unenforceable in any other case or circumstance, or of rendering any other provision or provisions herein contained invalid, inoperative, or unenforceable to any extent whatever.

The invalidity of any one or more phrases, sentences, clauses or Sections in this Master Indenture contained, shall not affect the remaining portions of this Master Indenture, or any part thereof.

*Section 1004 Notices.* It shall be sufficient service of any notice, complaint, demand or other paper if the same shall be delivered in person or duly mailed by registered or certified mail addressed to the appropriate party as follows:

To the Members of the Obligated Group:

Timothy Place, NFP  
18601 North Creek Drive, Suite A  
Tinley Park, Illinois 60477  
Attention: Chief Executive Officer  
Telephone: (708) 342-8100  
Telecopier: (708) 342-8000

To the Master Trustee:

UMB Bank, National Association  
120 Sixth Street South, Suite 1400  
Minneapolis, Minnesota 55402  
Attention: Corporate Trust  
Telephone: (612) 337-7005

Any notice delivered hereunder to Moody's and Standard & Poor's shall be duly mailed by first class mail addressed as follows: Moody's Investors Service, 99 Church Street, New York, New York 10007 and Standard & Poor's Ratings Services, 55 Water Street, New York, New York 10041, respectively.

*Section 1005 Master Trustee as Paying Agent and Registrar.* The Master Trustee is hereby designated and agrees to act as principal Paying Agent and Obligation Registrar for and in respect to the Obligations. The Obligated Group may also appoint one or more other banks as Paying Agent.

*Section 1006 Counterparts.* This Master Indenture may be simultaneously executed in several counterparts, each of which shall be an original and all of which shall constitute but one and the same instrument.

*Section 1007 Applicable Law.* This Master Indenture shall be governed exclusively by the applicable laws of the State of Illinois.

*Section 1008 Immunity of Officers, Directors, Employees and Members of Members.* No recourse shall be had for the payment of the principal of or premium or interest on any of the Obligations or for any claim based thereon or upon any obligation, covenant or agreement in this Master Indenture contained against any past, present or future officer, director, employee, member

or agent of any Member, or of any successor corporation, as such, either directly or through any Member or any successor corporation, under any rule of law or equity, statute or constitution or by the enforcement of any assessment or penalty or otherwise, and all such liability of any such officers, directors, employees, members or agents as such is hereby expressly waived and released as a condition of and consideration for the execution of this Master Indenture and the issuance of such Obligations.

*Section 1009 Holidays.* If the date for making any payment or the date for performance of any act or the exercising of any right, as provided in this Master Indenture, is not a business day, such payment may be made or act performed or right exercised on the next succeeding business day with the same force and effect as if done on the nominal date provided in this Master Indenture.

*Section 1010 UCC Financing Statements.* The Members of the Obligated Group hereby expressly grant to the Master Trustee the full right and authority to file any Uniform Commercial Code financing statement, continuation or amendment that may be required by law or is, in the judgment of the Master Trustee, necessary to maintain any security interest granted by the Obligated Group to the Master Trustee pursuant to this Master Indenture or the Mortgage.

IN WITNESS WHEREOF, the Members of the Obligated Group have caused these presents to be signed in its name and on its behalf by an authorized officer and attested by an authorized officer and to evidence its acceptance of the trusts hereby created, UMB BANK, NATIONAL ASSOCIATION has caused these presents to be signed in its name and on its behalf by one of its authorized officers, all as of the day and year first above written.

TIMOTHY PLACE, NFP

By: \_\_\_\_\_  
Chief Financial Officer

ATTEST:

By: \_\_\_\_\_  
Vice President of Finance

CHRISTIAN HEALTHCARE FOUNDATION, NFP

By: \_\_\_\_\_  
Vice President of Finance

ATTEST:

By: \_\_\_\_\_  
Chief Financial Officer

UMB BANK, NATIONAL ASSOCIATION,  
as Master Trustee

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

**EXHIBIT A**

**DESCRIPTION OF LAND**

**PARCEL 1:**

LOT 1 IN PARK PLACE AT ELMHURST SUBDIVISION, BEING A SUBDIVISION OF PART OF THE SOUTHEAST QUARTER OF SECTION 14, TOWNSHIP 39 NORTH, RANGE 11 EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF RECORDED MARCH 19, 2007 AS DOCUMENT NUMBER R2007-050278 IN DUPAGE COUNTY, ILLINOIS.

**PARCEL 2:**

LOT 1 IN KALAN'S SUBDIVISION OF PART OF LOTS 6 AND 11 IN YORK TOWNSHIP SUPERVISORS' PLAT NO. 5, BEING A PART OF THE SOUTHEAST 1/4 OF SECTION 14, TOWNSHIP 39 NORTH, RANGE 11 EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF RECORDED OCTOBER 2, 1963 AS DOCUMENT R63-35939, IN DUPAGE COUNTY, ILLINOIS.

**PARCEL 3:**

LOT 4 IN SWANSON'S PARKSIDE SUBDIVISION, BEING A SUBDIVISION OF PART OF THE SOUTH HALF OF THE SOUTHEAST QUARTER OF SECTION 14, TOWNSHIP 39 NORTH, RANGE 11, EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF RECORDED MAY 2, 1949 AS DOCUMENT 567057, IN DUPAGE COUNTY, ILLINOIS.

**EXHIBIT B**

**FORM OF SERIES 2021 OBLIGATION**

**[THIS DIRECT NOTE OBLIGATION HAS NOT BEEN REGISTERED  
UNDER THE SECURITIES ACT OF 1933, AS AMENDED]**

**TIMOTHY PLACE, NFP  
CHRISTIAN HEALTHCARE FOUNDATION, NFP**

**DIRECT NOTE OBLIGATION, SERIES 2021**

No. R-1

\$107,269,103

REGISTERED HOLDER: UMB BANK, NATIONAL ASSOCIATION, as bond trustee

TIMOTHY PLACE, NFP (the “*Corporation*”) and CHRISTIAN HEALTHCARE FOUNDATION, NFP (the “*Foundation*” and, together with the Corporation, the “*Borrowers*”), each an Illinois not for profit corporation, for value received, hereby promise to pay to the ILLINOIS FINANCE AUTHORITY (the “*Authority*”), or registered assigns, the principal sum of ONE HUNDRED SEVEN MILLION TWO HUNDRED SIXTY -NINE THOUSAND ONE HUNDRED THREE AND 00/100 DOLLARS.

The Borrowers further promise to pay to the Authority or its registered assigns, the amounts necessary to pay or provide for the full and timely payment of and premium, if any, and interest on the Revenue Refunding Bonds, Series 2021 (Park Place of Elmhurst Project) (the “*Series 2021 Bonds*”) of the Authority in the original aggregate principal amount of \$107,269,103 issued under and pursuant to the Bond Trust Indenture dated as of April 1, 2021 (the “*Bond Indenture*”) from the Authority to UMB Bank, N.A., as bond trustee (the “*Bond Trustee*”).

The Borrowers promise to make monthly payments of principal of and interest on this Series 2021 Obligation directly to the Bond Trustee as provided in Section 6.02(a) of the Loan Agreement.

The Borrowers shall receive credit against payments required to be made herein to the extent provided in Section 6.03 of the Loan Agreement dated as of April 1, 2021 (the “*Loan Agreement*”) among the Authority and the Borrowers.

In addition, the Borrowers hereby promise to remit to the hereinafter referred to Bond Trustee, for deposit into the Debt Service Reserve Fund established under the hereinafter referred to Bond Indenture, an amount equal to the amount required to be deposited therein by the Borrowers pursuant to Section 6.02(b) of the Loan Agreement.

Notwithstanding anything to the contrary herein or in the Loan Agreement, including the above schedule of payments, the Borrowers agree to pay all amounts due and owing on the Series 2021 Bonds as they become due.

The principal of and interest on this Series 2021 Obligation (as hereinafter defined) and the premium, if any, payable upon redemption, are payable at the designated corporate trust office of UMB Bank, National Association, currently in Minneapolis, Minnesota, as bond trustee (the “*Bond Trustee*”) for the hereinafter described Series 2021 Bonds, by check or draft hand delivered to the Bond Trustee or by wire transfer, in either case delivered on the date such payment is due.

This Series 2021 Obligation is issued in the principal amount of \$107,269,103 and is designated as the “Timothy Place, NFP and Christian Healthcare Foundation, NFP Direct Note Obligation, Series 2021” (the “*Series 2021 Obligation*” and, together with all other Obligations issued under the Master Indenture hereinafter defined, the “*Obligations*”) and is issued under and secured by and entitled to the security of an Amended and Restated Master Trust Indenture dated as of April 1, 2021 among the Corporation and the Foundation, as the initial members of an Obligated Group (the “*Obligated Group*”), and UMB Bank, National Association, as master trustee (the “*Master Trustee*”), as amended and supplemented from time to time (the “*Master Indenture*”). Pursuant to the Master Indenture each Member of the Obligated Group (as defined in the Master Indenture) and each future Member of the Obligated Group are jointly and severally liable on all Obligations (including this Series 2021 Obligation) issued under the Master Indenture. It is provided in the Master Indenture that the Corporation, the Foundation and any future Members of the Obligated Group may hereafter issue Additional Obligations (as defined in the Master Indenture) from time to time, and if issued, such Additional Obligations will rank *pari passu* with this Series 2021 Obligation and all other Obligations theretofore or thereafter issued under the Master Indenture, except as otherwise provided in the Master Indenture. Reference is made to the Master Indenture and to all indentures supplemental thereto for the provisions, among others, with respect to the nature and extent of the security for the Obligations, the rights, duties and obligations of the Corporation, the Foundation, the other Members of the Obligated Group and the Master Trustee and the rights of the holders of the Obligations, and to all the provisions of which the holder hereof by the acceptance of this Series 2021 Obligation assents.

This Series 2021 Obligation is issued to evidence the loan made by the Authority to the Corporation and the Foundation pursuant to the Loan Agreement. Reference is made to the Loan Agreement for its provisions, including the provisions for the payment of principal and interest on this Series 2021 Obligation, to which the holder hereof, by acceptance of this Series 2021 Obligation, assents.

This Series 2021 Obligation is transferable by the registered holder hereof in person or by duly authorized attorney at the designated corporate trust office of the Master Trustee, currently in Minneapolis, Minnesota, but only in the manner, subject to the limitations and upon payment of the charges provided in the Master Indenture, and upon surrender and cancellation of this Series 2021 Obligation. Upon such transfer a new registered Series 2021 Obligation or Series 2021 Obligations without coupons of the same series and maturity and of authorized denomination or denominations, for the same aggregate principal amount will be issued to the transferee in exchange therefor. The Master Trustee may deem and treat the registered holder hereof as the absolute owner hereof for the purpose of receiving payment of or on account of principal hereof and premium, if any, hereon and interest due hereon and for all other purposes and the Master Trustee shall not be affected by any notice to the contrary.



This Series 2021 Obligation is issuable as a single fully registered Obligation without coupons in the amount of \$107,269,103. This Series 2021 Obligation may not be exchanged for a coupon Obligation.

This Series 2021 Obligation is prepayable at any time to the extent of proceeds received from insurance and condemnation or sale consummated under threat of condemnation under certain conditions, in whole or in part and if in part, by maturities designated by the Borrowers, without premium, as provided in the Master Indenture.

This Series 2021 Obligation may also be prepaid in whole or in part by paying the amount necessary to provide for the payment, prepayment, redemption, refunding or advance refunding of the Series 2021 Bonds or any portion of such Series 2021 Bonds in the manner provided in the Bond Indenture.

In the event this Series 2021 Obligation is prepaid as aforesaid, notice thereof identifying the portion of this Series 2021 Obligation to be prepaid will be given by mailing a copy of the redemption notice by first class mail, postage prepaid, to the registered owner or owners hereof, at their addresses shown on the registration books, not less than 30 days prior to the date fixed for prepayment. This Series 2021 Obligation or the portion hereof so called for prepayment will cease to bear interest on the specified prepayment date, *provided* funds for its prepayment are on deposit at the place of payment at that time, and this Series 2021 Obligation or such portion shall no longer be protected by the Master Indenture and shall not be deemed to be outstanding under the provisions of the Master Indenture.

The Members may pay or provide for the payment of the entire indebtedness on this Series 2021 Obligation or any portion of this Series 2021 Obligation by depositing Escrow Obligations (as defined in the Master Indenture) in an amount, together with the income or increment to accrue thereon, but without consideration of any reinvestment thereof, sufficient to pay or redeem (when redeemable) and discharge the indebtedness on this Series 2021 Obligation or a portion of this Series 2021 Obligation at or before its maturity date. Upon such deposit, this Series 2021 Obligation or portion of this Series 2021 Obligation shall cease to be entitled to any lien, benefit or security under the Master Indenture. The Members shall remain the obligors on this Series 2021 Obligation but the holders thereof shall be entitled to payment (to the exclusion of all other Obligation holders) solely out of funds received from such Escrow Obligations. Other Obligations are also subject to advance defeasance, and the Members may pay or provide for the payment of all or a part of the indebtedness on all Obligations of a particular series as described in the Master Indenture. The foregoing notwithstanding, this Series 2021 Obligation shall not be deemed paid and shall continue to be entitled to the lien, benefit and security of the Master Indenture unless and until the Series 2021 Bonds cease to be entitled to any lien, benefit or security under the Bond Indenture pursuant to the provisions thereof.

The holder of this Series 2021 Obligation shall have no right to enforce the provisions of the Master Indenture or to institute action to enforce the covenants therein, or to take any action with respect to any event of default under the Master Indenture, or to institute, appear in or defend any suit or other proceedings with respect thereto, except as provided in the Master Indenture.

This Series 2021 Obligation is subject to acceleration and, subject to the terms of the Master Indenture, the holder hereof has the right under the Master Indenture to request an acceleration of this Series 2021 Obligation upon the occurrence of an event of default described in Section 502 of the Master Indenture.

In certain events (including without limitation the occurrence of an “event of default” as defined in the Master Indenture), on the conditions, in the manner and with the effect set forth in the Master Indenture, the outstanding principal of this Series 2021 Obligation may become or may be declared due and payable before the stated maturity thereof, together with interest accrued thereon. Modifications or alterations of the Master Indenture, or of any supplements thereto, may be made only to the extent and in the circumstances permitted by the Master Indenture.

It is hereby certified that all conditions, acts and things required to exist, happen and be performed under the Master Indenture precedent to and in the issuance of this Series 2021 Obligation, exist, have happened and have been performed, and that the issuance, authentication and delivery of this Series 2021 Obligation have been duly authorized by resolution of the Borrowers duly adopted.

No recourse shall be had for the payment of the principal of or premium or interest on this Series 2021 Obligation or for any claim based thereon or upon any obligation, covenant or agreement in this Master Indenture contained against any past, present or future officer, director, employee, member or agent of any Member, or of any successor corporation, as such, either directly or through any Member or any successor corporation, under any rule of law or equity, statute or constitution or by the enforcement of any assessment or penalty or otherwise, and all such liability of any such officers, directors, employees, members or agents as such is hereby expressly waived and released as a condition of and consideration for the execution of this Master Indenture and the issuance of this Series 2021 Obligation.

The Corporation, on behalf of itself and the other Members, hereby waives presentment for payment, demand, protest, notice of protest, notice of dishonor and all defenses on the grounds of extension of time of payment for the payment hereof which may be given (other than in writing) by the Master Trustee to the Members.

This Series 2021 Obligation shall not be valid or become obligatory for any purpose or be entitled to any security or benefit under the Master Indenture until the certificate of authentication hereon shall have been duly executed by the Master Trustee.

IN WITNESS WHEREOF, TIMOTHY PLACE, NFP has caused this Series 2021 Obligation to be executed in its name and on its behalf by the manual signature of its Chief Executive Officer and the same to be attested by its Chief Financial Officer and CHRISTIAN HEALTHCARE FOUNDATION, NFP has caused this Series 2021 Obligation to be executed in its name and on its behalf by the manual signature of its Chief Financial Officer and the same to be attested by its Chief Executive Officer, all as of \_\_\_\_\_, 2021.

TIMOTHY PLACE, NFP

By: \_\_\_\_\_  
Chief Financial Officer

ATTEST:

By: \_\_\_\_\_  
Vice President of Finance

CHRISTIAN HEALTHCARE FOUNDATION, NFP

By: \_\_\_\_\_  
Vice President of Finance

ATTEST:

By: \_\_\_\_\_  
Chief Financial Officer

**CERTIFICATE OF AUTHENTICATION**

This Series 2021 Obligation is one of the Obligations described in the within-mentioned Master Indenture.

UMB BANK, NATIONAL ASSOCIATION, as  
Master Trustee

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

**EXHIBIT C**

**DESCRIPTION OF EXCLUDED PROPERTY**

**None.**

**EXHIBIT D**

**LIST OF EXCEPTIONS**

The provisions of the Master Indenture pursuant to which each Member of the Obligated Group covenants to jointly and severally pay any Master Note issued by a Member other than itself may not be enforceable if such payment:

(i) is to be made on any such Master Note which was issued for a purpose which is not consistent with the charitable purposes of the Member from which such payment is requested or which was issued for the benefit of any entity other than a not for profit corporation which is exempt from federal income taxes under Sections 501(a) and 501(c)(3) of the Code;

(ii) is to be made from any moneys or assets which are donor restricted or which are subject to a direct or express trust which does not permit the use of such moneys or assets for such a payment;

(iii) would result in the cessation or discontinuation of any material portion of the health care or related services previously provided by the Member from which such payment is requested; or

(iv) is to be made pursuant to any loan violating applicable usury laws.

**EXHIBIT E**

**LIST OF OBLIGATED GROUP MEMBERS**

OBLIGATED GROUP MEMBER

Timothy Place, NFP

Christian Healthcare Foundation, NFP

**EXHIBIT F**

**PERMITTED ENCUMBRANCES**



**EXHIBIT G**

**ENTRANCE FEES**

**EXHIBIT H**

**10 YEAR CAPITAL BUDGET**

| Year | Capital Expenditures Budget |
|------|-----------------------------|
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Draft dated January 20, 2021

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BOND TRUST INDENTURE

between

ILLINOIS FINANCE AUTHORITY

AND

UMB BANK, NATIONAL ASSOCIATION,  
as Bond Trustee

DATED AS OF APRIL 1, 2021

[\$107,269,103] ILLINOIS FINANCE AUTHORITY  
REVENUE REFUNDING BONDS, SERIES 2021  
(PARK PLACE OF ELMHURST PROJECT)

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This instrument was prepared by:

Chapman and Cutler LLP  
111 West Monroe Street  
Chicago, Illinois 60603

EXHIBIT C TO PLAN SUPPLEMENT

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THIS BOND TRUST INDENTURE (the “*Bond Indenture*”) dated as of April 1, 2021, between the ILLINOIS FINANCE AUTHORITY, a body politic and corporate created and existing under the laws of the State of Illinois (the “*Authority*”), and UMB BANK, N.A., as bond trustee (the “*Bond Trustee*”), a national banking association duly established, existing and authorized to accept and execute trusts of the character herein set out under and by virtue of the laws of the United States, amending and restating the Original Bond Indenture (as defined below).

**WITNESSETH:**

WHEREAS, the Authority is a body politic and corporate of the State of Illinois (the “*State*”) created under the Illinois Finance Authority Act, as amended (said Act as the same may from time to time be amended being hereinafter called the “*Act*”); and

WHEREAS, the Authority is authorized under the Act, among other things, to finance and refinance the cost of “health facilities” owned and operated by “participating health institutions” (as such terms are defined in the Act), to issue bonds for the purpose of loaning funds to said institutions and their affiliates for such purpose and for the purpose of refunding its bonds theretofore issued for such purpose, such bonds to be secured by instruments evidencing and securing such loans to said institutions and to be payable solely out of the payments made by such institutions thereon, and to enter into a trust indenture providing for the issuance of such bonds and for their payment and security; and

WHEREAS, Timothy Place, NFP (the “*Corporation*”), an Illinois not for profit corporation and a “participating health institution” as defined in the Act, and Christian Healthcare Foundation, NFP (the “*Foundation*” and, together with the Corporation, the “*Borrowers*”), an Illinois not for profit corporation and an affiliate of the Corporation, desired to obtain moneys which were used to provide the Borrowers with a portion of the funds necessary to (i) pay or reimburse the Borrowers for the payment of certain costs of acquiring, constructing, renovating, remodeling and equipping certain “projects” (as such term is defined in the Act), including the construction and equipping of a continuing care retirement community known as Park Place of Elmhurst (the “*Project*”); (ii) refinance certain taxable indebtedness of the Borrowers incurred to pay a portion of the costs related to the Project; (iii) fund a debt service reserve fund; (iv) pay a portion of the interest on the Series 2010 Bonds (as hereinafter defined); (v) provide working capital; and (vi) pay certain expenses incurred in connection with the issuance of the Series 2010 Bonds, all as permitted by the Act; and

WHEREAS, the Authority, authorized under the Act to issue its bonds for the purposes aforesaid, issued its (i) \$109,115,000 Revenue Bonds, Series 2010A (Park Place of Elmhurst Project) (the “*Series 2010A Bonds*”), (ii) \$7,875,000 Revenue Bonds, Series 2010B (Park Place of Elmhurst Project) (the “*Series 2010B Bonds*”), (iii) \$5,000,000 Revenue Bonds, Series 2010C (Park Place of Elmhurst Project) (Accelerated Redemption Reset Option Securities (ARROS<sup>SM</sup>)) (the “*Series 2010C Bonds*”), (iv) \$10,275,000 Revenue Bonds, Series 2010D-1 (Park Place of Elmhurst Project) (Tax Exempt Mandatory Paydown Securities (TEMPS-75<sup>SM</sup>)) (the “*Series 2010D-1 Bonds*”), (v) \$15,350,000 Revenue Bonds, Series 2010D-2 (Park Place of Elmhurst Project) (Tax Exempt Mandatory Paydown Securities (TEMPS-65<sup>SM</sup>)) (the

“*Series 2010D-2 Bonds*”), and (vi) \$15,275,000 Revenue Bonds, Series 2010D-3 (Park Place of Elmhurst Project) (Tax Exempt Mandatory Paydown Securities (TEMPS-50<sup>SM</sup>)) (the “*Series 2010D-3 Bonds*” and, together with the Series 2010D-1 Bonds and the Series 2010D-2 Bonds, the “*Series 2010D Bonds*” and together with the Series 2010A Bonds, the Series 2010B Bonds and the Series 2010C Bonds, the “*Series 2010 Bonds*”) under that certain Bond Indenture dated as of May 1, 2010 (the “*Series 2010 Bond Indenture*”) between the Authority and Wells Fargo Bank, N.A., as original trustee; and

WHEREAS, the Authority loaned a portion of the proceeds of the Series 2010 Bonds to the Borrowers pursuant to a Loan Agreement dated as of May 1, 2010 (the “*Original Loan Agreement*”) among the Borrowers and the Authority, pursuant to which the Borrowers covenanted to make payments at such times and in such amounts (including principal, interest and premium, if any) so as to provide for the payment of the principal of, premium, if any, and interest on the Bonds Outstanding under the Series 2010 Bond Indenture; and

WHEREAS, as further security for the repayment of the Series 2010 Bonds, the Borrowers issued to the Authority their (i) Direct Note Obligation, Series 2010A in the principal amount of \$109,115,000 (the “*Series 2010A Obligation*”), (ii) Direct Note Obligation, Series 2010B in the principal amount of \$7,875,000 (the “*Series 2010B Obligation*”), (iii) Direct Note Obligation, Series 2010C in the principal amount of \$5,000,000 (the “*Series 2010C Obligation*”), (iv) Direct Note Obligation, Series 2010D-1 in the principal amount of \$10,275,000 (the “*Series 2010D-1 Obligation*”), (v) Direct Note Obligation, Series 2010D-2 in the principal amount of \$15,350,000 (the “*Series 2010D-2 Obligation*”), (vi) Direct Note Obligation, Series 2010D-3 in the principal amount of \$15,275,000 (the “*Series 2010D-3 Obligation*” and, together with the Series 2010A Obligation, the Series 2010B Obligation, the Series 2010C Obligation, the Series 2010D-1 Obligation and the Series 2010D-2 Obligation, the “*Series 2010 Obligations*”) pursuant to a Master Trust Indenture dated as of May 1, 2010 (the “*Original Master Indenture*”), among the Corporation and the Foundation, as the initial Members of the Obligated Group, and Wells Fargo Bank, N.A., as prior master trustee;

WHEREAS, on January 17, 2016, the Corporation and the Foundation filed voluntary bankruptcy petitions under Chapter 11 of Title 11 of the United States Code, and pursuant to such petitions and the plan of reorganization (the “*2016 Plan*”) confirmed by the bankruptcy court (the “*2016 Confirmation Order*”), the Corporation and the Foundation exchanged the Outstanding Series 2010 Obligations for certain Series 2016 Obligations and the Outstanding Series 2010 Bonds were exchanged for the Authority’s (i) \$103,691,500 Revenue Bonds, Series 2016A (Park Place of Elmhurst Project) (the “*Series 2016A Bonds*”), (ii) \$20,514,750 Revenue Bonds, Series 2016B (Park Place of Elmhurst Project) (the “*Series 2016B Bonds*”), and (iii) \$21,918,750 Excess Cash Revenue Bonds, Series 2016C (Park Place of Elmhurst Project) (the “*Series 2016C Bonds*” and together with the Series 2016A Bonds and Series 2016B Bonds, the “*Series 2016 Bonds*”) issued by the Authority under that certain Bond Indenture dated as of April 1, 2016 (the “*Series 2016 Bond Indenture*”) between the Authority and UMB Bank, National Association, as bond trustee;

WHEREAS, the proceeds of the Series 2016 Bonds were loaned by the Authority to the Borrowers pursuant to a Loan Agreement dated as of April 1, 2016 (the “*2016 Loan Agreement*”)



among the Borrowers and the Authority. In order to provide security for the repayment of (i) the Series 2016A Bonds, the Borrowers issued to the Authority their Direct Note Obligation, Series 2016A in the principal amount of \$103,691,500 (the “*Series 2016A Obligation*”), (ii) the Series 2016B Bonds, the Borrowers issued to the Authority their Direct Note Obligation, Series 2016B in the principal amount of \$20,514,750 (the “*Series 2016B Obligation*”), and (iii) the Series 2016C Bonds, the Borrowers issued to the Authority their Direct Note Obligation, Series 2016C in the principal amount of \$21,918,750 (the “*Series 2016C Obligation*” and together with the Series 2016A Obligation and the Series 2016B Obligation, the “*Series 2016 Obligations*”), each issued under and pursuant to an Amended and Restated Master Trust Indenture dated as of April 1, 2016 (the “*Amended Master Indenture*”), among the Corporation and the Foundation, as the initial Members of an obligated group (the “*Obligated Group*”), and UMB Bank, National Association, as master trustee (the “*Master Trustee*”), to be repaid in the manner and amounts together with interest thereon as set forth in and to be otherwise substantially in the forms attached to the Amended Master Indenture;

WHEREAS, on December 15, 2020, the Corporation and the Foundation filed voluntary bankruptcy petitions under Chapter 11 of Title 11 of the United States Code, and pursuant to such petitions and the plan of reorganization (the “*Plan*”) confirmed by the bankruptcy court (the “*Confirmation Order*”), the Corporation and the Foundation (i) exchanged the Outstanding Series 2016A Obligation and Series 2016B Obligation for the Series 2021 Obligation (described below), (ii) exchanged the Outstanding Series 2016A Bonds and Series 2016B Bonds for the Authority’s \$107,269,103 Revenue Refunding Bonds, Series 2021 (Park Place of Elmhurst Project) (the “*Series 2021 Bonds*”) issued by the Authority under this Bond Indenture, and (iii) made certain payments with respect to the Series 2016 Bonds;

WHEREAS, the proceeds of the Series 2021 Bonds are being loaned by the Authority to the Borrowers pursuant to a Loan Agreement dated as of April 1, 2021 (the “*Loan Agreement*”) among the Borrowers and the Authority. In order to provide security for the repayment of the Series 2021 Bonds, the Borrowers simultaneously with the delivery hereof is issuing to the Authority their Direct Note Obligation, Series 2021 in the principal amount of \$107,269,103 (the “*Series 2021 Obligation*”), under and pursuant to a Second Amended and Restated Master Trust Indenture dated as of April 1, 2021 (the “*Master Indenture*”), among the Obligated Group and the Master Trustee, to be repaid in the manner and amounts together with interest thereon as set forth in and to be otherwise substantially in the form attached to the Master Indenture;

WHEREAS, the Series 2021 Bonds and the Bond Trustee’s certificate of authentication to be endorsed thereon, are to be in substantially the form set forth as *Exhibit A* hereto, with necessary and appropriate variations, omissions and insertions as permitted or required by this Bond Indenture; and

WHEREAS, all things necessary to make the Series 2021 Bonds, when authenticated by the Bond Trustee and issued as in this Bond Indenture provided, the valid, binding and legal obligations of the Authority according to the import thereof, and to constitute this Bond Indenture a valid assignment and pledge of the payments and prepayments upon the Series 2021 Obligation to be applied to the payment of the principal of, premium, if any, and interest on the Series 2021 Bonds and a valid assignment of the right, title and interest of the Authority under

the Loan Agreement and amounts payable under the Loan Agreement (except Unassigned Rights, as hereinafter defined), have been done and performed, and the creation, execution and delivery of this Bond Indenture, and the creation, execution and issuance of the Bonds, subject to the terms hereof, have in all respects been duly authorized:

NOW, THEREFORE, this Bond Indenture Witnesseth:

That the Authority in consideration of the premises and of the purchase of the Series 2021 Bonds and of other good and lawful consideration, the receipt of which is hereby acknowledged, and to secure the payment of the principal of, premium, if any, and interest on the Series 2021 Bonds and the performance and observance of all of the covenants and conditions herein or therein contained, has executed and delivered this Bond Indenture and has conveyed, granted, assigned, transferred, pledged, set over and confirmed and granted a security interest in and by these presents does hereby convey, grant, assign, transfer, pledge, set over and confirm and grant a security interest in, unto the Bond Trustee, its successor or successors and its or their assigns forever, with power of sale, all and singular the property hereinafter described (said property being herein sometimes referred to as the "*trust estate*") to wit:

## **GRANTING CLAUSES**

### **DIVISION I**

All right, title and interest of the Authority in and to the Series 2021 Obligation and all sums payable in respect of the indebtedness evidenced thereby;

### **DIVISION II**

All right, title and interest of the Authority in and to the Loan Agreement and the amounts payable to the Authority under the Loan Agreement (excluding Unassigned Rights);

### **DIVISION III**

All moneys in funds and accounts held under this Bond Indenture;

### **DIVISION IV**

Any and all other property of every kind and nature from time to time hereafter, by delivery or by writing of any kind, conveyed, pledged, assigned or transferred as and for additional security hereunder by the Authority, the Borrowers, any other Member of the Obligated Group or by anyone on their behalf to the Bond Trustee, including without limitation funds of the Borrowers held by the Bond Trustee as security for the Series 2021 Bonds;

### EXCEPTED PROPERTY

There is, however, expressly excluded from the lien and operation of this Bond Indenture amounts on deposit in the Rebate Fund established by the Tax Exemption Agreement (as such terms are hereinafter defined) and amounts required to be deposited therein;

TO HAVE AND TO HOLD, all and singular, the properties and the rights and privileges hereby conveyed, assigned and pledged by the Authority or intended so to be, unto the Bond Trustee and its successors and assigns forever, in trust, nevertheless, with power of sale, for the equal and pro rata benefit and security of each and every owner of the Series 2021 Bonds issued and to be issued hereunder, without preference, priority or distinction as to participation in the benefit and protection hereof of one Series 2021 Bond over or from the others, by reason of priority in the issue or negotiation or maturity thereof, or for any other reason whatsoever, except as herein otherwise expressly provided, so that each and all of such Series 2021 Bonds shall have the same right, lien and privilege under this Bond Indenture and shall be equally secured hereby with the same effect as if the same had all been made, issued and negotiated simultaneously with the delivery hereof and were expressed to mature on one and the same date;

*PROVIDED, NEVERTHELESS*, and these presents are upon the express condition, that if the Authority or its successors or assigns shall well and truly pay or cause to be paid the principal of such Series 2021 Bonds with interest according to the provisions set forth in the Series 2021 Bonds or shall provide for the payment or redemption of such Series 2021 Bonds by depositing or causing to be deposited with the Bond Trustee the entire amount of funds or securities required for payment or redemption thereof when and as authorized by the provisions hereof, and shall also pay or cause to be paid all other sums payable hereunder by the Authority, then these presents and the estate and rights hereby granted shall cease, determine and become void, and thereupon the Bond Trustee, on payment of its lawful charges and disbursements then unpaid, on demand of the Authority and upon the payment of the cost and expenses thereof, shall duly execute, acknowledge and deliver to the Authority and the Borrowers such instruments of satisfaction or release as may be necessary or proper to discharge this Bond Indenture, including if appropriate any required discharge of record, and if necessary shall grant, reassign and deliver to the Authority, its successors or assigns, all and singular the property, rights, privileges and interests by it hereby granted, conveyed and assigned, and all substitutes therefor, or any part thereof, not previously disposed of or released as herein provided; otherwise this Bond Indenture shall be and remain in full force.

AND IT IS HEREBY COVENANTED, DECLARED AND AGREED by and between the parties hereto that all Series 2021 Bonds are to be issued, authenticated and delivered, and that all the trust estate is to be held and applied, subject to the further covenants, conditions, releases, uses and trusts hereinafter set forth, and the Authority, for itself and its successors, does hereby covenant and agree to and with the Bond Trustee and its respective successors in said trust, for the benefit of those who shall own the Series 2021 Bonds, or any of them as follows:

## ARTICLE I

### DEFINITIONS

*Section 101. Definitions.* To the extent not defined herein, the terms used in this Bond Indenture shall have the same meanings as set forth in the Master Indenture. In addition to the words and terms defined in the Master Indenture or elsewhere in this Bond Indenture, the following words and terms as used herein shall have the following meanings unless the context or use indicates another or different meaning:

“*Act*” means the Illinois Finance Authority Act of the State of Illinois, as from time to time amended.

“*Amended Master Indenture*” has the meaning set forth in the recitals to this Bond Indenture.

“*Authority*” means the Illinois Finance Authority, a body politic and corporate created and existing under and by virtue of the Act, and its successors and assigns.

“*Authorized Denomination*” means with respect to the original delivery of the Series 2021 Bonds, the amount exchanged on the Effective Date pursuant to this Bond Indenture; and thereafter, \$1.00.

“*Bond Counsel*” means a nationally recognized firm of municipal bond attorneys which are Independent Counsel and who are acceptable to the Authority and the Bond Trustee.

“*Bond Financed Property*” means all of the property of the Borrowers financed or refinanced with the proceeds of the Bonds and the Series 2010 Bonds.

“*Bond Indenture*” means this Bond Trust Indenture dated as of April 1, 2021 between the Authority and the Bond Trustee, as it may from time to time be amended or supplemented.

“*Bond Register*” means the registration books of the Authority kept by the Bond Trustee to evidence the registration and transfer of the Bonds.

“*Bond Trustee*” means UMB Bank, National Association, its successors and assigns, or any successor bond trustee under this Bond Indenture.

“*Bond Trustee’s Agent*” means any agent designated as Bond Trustee’s Agent pursuant to Section 814 of this Bond Indenture and at the time serving in that capacity.

“*Bond Year*” means the period of 12 consecutive months ending May 15 of any year in which Bonds are Outstanding.

“*Bonds*” or “*Series 2021 Bonds*” means the \$107,269,103 aggregate principal amount of Illinois Finance Authority Revenue Refunding Bonds, Series 2021 (Park Place of Elmhurst Project) authorized to be issued pursuant to the terms and conditions of this Bond Indenture.

“*Bondholder*,” “*holder*,” “*owner*” or “*owner of the Bonds*” each means the beneficial owner of any Bond.

“*Borrowers*” means the Corporation and the Foundation.

“*Business Day*” means a day which is not (a) a Saturday, Sunday or legal holiday on which banking institutions in the State of Illinois or the State of New York or in any city in which the corporate trust office of the Bond Trustee administering the Bonds is located, are required or authorized by law to close or (b) a day on which the New York Stock Exchange is closed.

“*Closing Date*” means the date of the initial issuance and delivery of the Bonds, \_\_\_\_\_, 2021.

“*Code*” means the Internal Revenue Code of 1986, as amended from time to time. Each reference to a section of the Code shall be deemed to include the United States Treasury Regulations, including temporary and proposed regulations, relating to such section which are applicable to the Bonds or the use of the proceeds thereof.

“*Confirmation Order*” has the meaning set forth in the recitals to this Bond Indenture.

“*Continuing Disclosure Agreement*” means that certain Continuing Disclosure Agreement dated as of April 1, 2021 among the Borrowers and UMB Bank, National Association, as dissemination agent.

“*Corporation*” means Timothy Place, NFP doing business as Park Place of Elmhurst, an Illinois not for profit corporation, and, to the extent permitted by the Master Indenture and the Loan Agreement, its successors and assigns and any surviving, resulting or transferee corporation.

“*Days Cash on Hand*” shall have the meaning set forth in the Master Indenture.

“*Debt Service Requirements*” means, with respect to the period of time for which calculated, the aggregate of the payments required to be made during such period in respect of principal (whether at maturity, as a result of mandatory sinking fund redemption, mandatory prepayment or otherwise) and interest on outstanding Bonds.

“*Debt Service Reserve Fund Requirement*” means Maximum Annual Debt Service.

“*Defaulted Interest*” means interest on any Bond which is payable but not duly paid on an Interest Payment Date.

“*Disclosure Statement*” means that certain Disclosure Statement for the Debtor’s Plan of Reorganization Under Chapter 11 of the Bankruptcy Code as approved by the Bankruptcy Court.

“*DTC*” means The Depository Trust Company, New York, New York, and its successors and assigns appointed pursuant to Section 210 hereof.

“*DTC Participants*” means those broker dealers, banks and other financial institutions reflected on the books of DTC.

“*Effective Date*” has the meaning set forth in the recitals to this Bond Indenture.

“*Entrance Fee Fund*” shall have the meaning ascribed thereto in the Master Indenture.

“*Excess Cash*” shall have the meaning ascribed thereto in the Master Indenture.

“*Final Bond Resolution*” means the resolution adopted by the members of the Authority on February 9, 2021, authorizing the execution and delivery of the Loan Agreement, the Tax Exemption Agreement and this Bond Indenture and the issuance and exchange of the Series 2021 Bonds.

“*Fitch*” means Fitch Ratings Inc., a corporation organized and existing under the laws of the State of New York, its successors and assigns, and, if such corporation shall be dissolved or liquidated or shall no longer perform the functions of a securities rating agency, “*Fitch*” shall be deemed to refer to any other nationally recognized securities rating agency designated by the Obligated Group Agent with written notice to the Bond Trustee, the Authority and the Borrowers.

“*Foundation*” means Christian Healthcare Foundation, NFP, doing business as Providence Healthcare Foundation, an Illinois not for profit corporation, and, to the extent permitted by the Master Indenture and Loan Agreement, its successors and assigns and any surviving, resulting or transferee corporation.

“*Governing Body*” means the board of directors, the board of trustees or similar group in which the right to exercise the powers of corporate directors or trustees is vested.

“*Government Obligations*” means securities which consist of (a) United States Government Obligations or (b) evidences of a direct ownership in future interest or principal payments on United States Government Obligations, which obligations are held in a custody account by a custodian satisfactory to the Bond Trustee pursuant to the terms of a custody agreement.

“*Immediate Notice*” means notice by telephone, telex, telecopier or electronic mail to such address as the addressee shall have directed in writing, promptly followed by written notice by first class mail, postage prepaid; *provided, however*, that if any Person required to give an Immediate Notice shall not have been provided with the necessary information as to the

telephone, telex, telecopier number or electronic mail address of an addressee, “Immediate Notice” shall mean written notice by first class mail, postage prepaid.

“*Independent Counsel*” means an attorney duly admitted to practice law before the highest court of any state and, without limitation, may include independent legal counsel for the Authority, the Borrowers, any other Member of the Obligated Group, the Bond Trustee, the Master Trustee.

“*Interest Payment Date*” means each May 15 and November 15, commencing May 15, 2021, and if any date so specified is not a Business Day, the Interest Payment Date shall be the immediately following Business Day.

“*Information Statement*” means that certain Information Statement dated \_\_\_\_\_ 1, 2021 relating to the Series 2021 Bonds.

“*Liquidity Support Agreement*” means the Liquidity Support Agreement as of the date hereof among the Borrowers, the Sponsor and the Master Trustee.

“*Loan Agreement*” means the Loan Agreement dated as of April 1, 2021, among the Authority and the Borrowers relating to the Series 2021 Bonds, as it may from time to time be amended and supplemented.

“*Master Indenture*” means the Second Amended and Restated Master Trust Indenture dated as of April 1, 2021 among the Corporation and the Foundation, as the initial Members of the Obligated Group, and the Master Trustee, as it may from time to time be further supplemented and amended in accordance with the terms thereof.

“*Master Trustee*” means UMB Bank, National Association, or any successor trustee under the Master Indenture.

“*Maximum Annual Debt Service*” means, the greatest Debt Service Requirements in the then current or any future Fiscal Year on the Series 2021 Bonds, excluding from Debt Service Requirements for the purposes of the computation of the Debt Service Reserve Requirement, the amount due on the Bonds on May 15, 2060.

“*Member*” or “*Member of the Obligated Group*” means any Person who is designated as a Member of the Obligated Group pursuant to the terms and conditions of the Master Indenture.

“*Moody’s*” means Moody’s Investors Service, a corporation organized and existing under the laws of the State of Delaware, its successors and assigns and, if such corporation shall be dissolved or liquidated or shall no longer perform the functions of a securities rating agency, “Moody’s” shall be deemed to refer to any other nationally recognized securities rating agency designated by the Obligated Group Agent by notice to the Bond Trustee, the Authority and the Borrowers.

“*Mortgage*” means the Second Amended and Restated Mortgage and Security Agreement dated as of April 1, 2021 among the Corporation and the Foundation, as mortgagors, and the Master Trustee, as mortgagee, as the same may be supplemented and amended from time to time.

“*Obligated Group Agent*” means the Corporation or such other Member of the Obligated Group as may be designated from time to time pursuant to written notice to the Master Trustee and the Authority executed by the President or Chairman of the Governing Body of the Corporation or, if the Corporation is no longer a Member of the Obligated Group, of each Member of the Obligated Group.

“*Officer’s Certificate*” means a certificate signed, in the case of a certificate delivered by a corporation, by the President, any Vice-President or any other officer or agent authorized to sign by resolution of the Governing Body of such corporation or, in the case of a certificate delivered by any other Person, the chief executive or chief financial officer of such other Person, in either case whose authority to execute such Certificate shall be evidenced to the satisfaction of the Bond Trustee.

“*Opinion of Bond Counsel*” means a written opinion of Bond Counsel in form and substance acceptable to the Authority and the Bond Trustee (which opinion may be based on a ruling or rulings of the Internal Revenue Service).

“*Outstanding Bonds,*” “*Outstanding Series 2021 Bonds*” or “*Bonds Outstanding*” means, as of any given date, all Bonds which have been duly authenticated and delivered by the Bond Trustee under this Bond Indenture, except:

(a) Bonds canceled after purchase thereof in the open market or because of payment at or redemption prior to maturity;

(b) Bonds for the payment or redemption of which cash or non-callable Government Obligations or both shall have been theretofore deposited with the Bond Trustee (whether upon or prior to the maturity or redemption date of any such Bonds) in accordance with this Bond Indenture; *provided* that if such Bonds are to be redeemed prior to the maturity thereof, notice of such redemption shall have been given or arrangements satisfactory to the Bond Trustee shall have been made therefor, or waiver of such notice satisfactory in form to the Bond Trustee shall have been filed with the Bond Trustee;

(c) Bonds in lieu of which others have been authenticated under Section 204, 205, 207 or 208 hereof; and

(d) For the purpose of determining whether the owners of a requisite aggregate principal amount of Outstanding Bonds have concurred in any request, demand, authorization, direction, notice, consent or waiver under the provisions of this Bond Indenture, Bonds which are owned or held by a Member or the Authority. In determining whether a Bond is held by a Member or the Authority, only Bonds (i) which



are registered in the name of a Member (or with respect to which a Member is the beneficial owner) or the Authority or (ii) which the Bond Trustee knows to be so owned, shall be treated as Bonds owned by a Member or the Authority.

“*Paying Agent*” means the bank or banks, if any, designated pursuant to this Bond Indenture to receive and disburse the principal of and interest on the Bonds. The Paying Agent is initially the Bond Trustee.

“*Person*” means any natural person, firm, joint venture, association, partnership, business trust, corporation, limited liability company, public body, agency or political subdivision thereof or any other similar entity.

“*Plan*” has the meaning set forth in the recitals to this Bond Indenture.

“*Project*” has the meaning set forth in the recitals to this Bond Indenture.

“*Qualified Investments*” means dollar denominated investments in any of the following:

- (a) Government Obligations;
- (b) debt obligations which are (i) issued by any state or political subdivision thereof or any agency or instrumentality of such state or political subdivision, and (ii) at the time of purchase, rated in one of the two highest rating categories (without regard to any refinement or gradation of rating category by numerical modifier or otherwise) assigned by any Rating Agency;
- (c) any bond, debenture, note, participation certificate or other similar obligation issued by a government sponsored agency (such as the Federal National Mortgage Association, the Federal Home Loan Bank System, the Federal Home Loan Mortgage Corporation, the Federal Farm Credit Bank or the Student Loan Marketing Association) which is either (i) at the time of purchase rated in the highest rating category by any Rating Agency, or (ii) backed by the full faith and credit of the United States of America;
- (d) U.S. denominated deposit account, certificates of deposit and banker’s acceptances of any bank, trust company, or savings and loan association, including the Master Trustee or Bond Trustee or its affiliates, which at the time of purchase have a rating on their short-term certificates of deposit on the date of purchase in one of the two highest short-term rating categories (without regard to any refinement or gradation of rating category by numerical modifier or otherwise) assigned by any Rating Agency, and which mature not more than 360 days after the date of purchase;
- (e) commercial paper which is rated at the time of purchase in one of the two highest short-term rating categories (without regard to any refinement or gradation of rating category by numerical modifier or otherwise) assigned by any Rating Agency, and which matures not more than 270 days after the date of purchase;

(f) bonds, notes, debentures or other evidences of indebtedness issued or guaranteed by a corporation which are, at the time of purchase, rated by any Rating Agency in any of the three highest rating categories (without regard to any refinement or gradation of rating category by numerical modifier or otherwise);

(g) investment agreements with banks (including without limitation the Bond Trustee or the Master Trustee) that at the time such agreement is executed are rated in one of the two highest rating categories (without regard to any refinement or gradation of rating category by numerical modifier or otherwise) assigned by any Rating Agency or investment agreements with non-bank financial institutions, *provided* that (1) all of the unsecured, direct long-term debt of either the non-bank financial institution or the related guarantor of such non-bank financial institution is rated by any Rating Agency at the time such agreement is executed in one of the two highest rating categories (without regard to any refinement or gradation of rating category by numerical modifier or otherwise) for obligations of that nature; or (2) if such non-bank financial institution and any related guarantor have no Outstanding long-term debt that is rated, all of the short-term debt of either the non-bank financial institution or the related guarantor of such non-bank financial institution is rated by any Rating Agency in one of the two highest rating categories (without regard to any refinement or gradation of the rating category by numerical modifier or otherwise) assigned to short-term indebtedness by any Rating Agency. If such non-bank financial institution and any guarantor do not have any short-term or long-term debt, but do have a rating in one of the two highest rating categories (without regard to any refinement or gradation of rating category by numerical modifier or otherwise), then investment agreements with such non-bank financial institutions will be permitted;

(h) repurchase agreements with respect to and secured by Government Obligations or by obligations described in clause (b) and (c) above, which agreements may be entered into with a bank (including without limitation the Bond Trustee or the Master Trustee), a trust company, financial services firm or a broker dealer which is a member of the Securities Investors Protection Corporation, *provided* that (i) the Bond Trustee or a custodial agent of the Bond Trustee has possession of the collateral and that the collateral is, to the knowledge of the Bond Trustee, free and clear of third-party claims, (ii) a master repurchase agreement or specific written repurchase agreement governs the transaction, (iii) the collateral securities are valued no less frequently than monthly, and (iv) the fair market value of the collateral securities in relation to the amount of the repurchase obligation, including principal and interest, is equal to at least 103%, and (v) such obligations must be held in the custody of the Bond Trustee, Bond Trustee's Agent, Master Trustee or Master Trustee's Agent;

(i) investments in a money market fund, which may be funds of the Bond Trustee or an affiliate of the Bond Trustee, rated (at the time of purchase) in the highest rating category for this type of investment by any Rating Agency; and

(j) shares in any investment company, money market mutual fund, fixed income mutual fund, Exchange Traded Fund or other collective investment fund

registered under the federal Investment Company Act of 1940, whose shares are registered under the Securities Act of 1933, and the majority of whose investments consist solely of Qualified Investments as defined in paragraphs (a) through (i) above, including money market mutual funds from which the Master Trustee, Bond Trustee or its affiliates derive a fee for investment advisory or other services to the fund.

The Bond Trustee shall be entitled to assume that any investment which at the time of purchase is a Qualified Investment remains a Qualified Investment thereafter, absent receipt of written notice or information to the contrary.

For the purposes of this definition, obligations issued or held in the name of the Bond Trustee (or in the name of the Authority and payable to the Bond Trustee) in book-entry form on the books of the Department of Treasury of the United States shall be deemed to be deposited with the Bond Trustee.

“*Rating Agency*” means Moody’s, Standard & Poor’s or Fitch and their respective successors and assigns.

“*Rebate Fund*” means the fund created under the Tax Exemption Agreement to comply with Section 148(f) of the Code.

“*Record Date*” means, with respect to Bonds, the May 1 or November 1 (whether or not a Business Day) next preceding an Interest Payment Date.

“*Redemption Price*” shall have the meaning set forth in Sections 501 and 502 hereof.

“*Representation Letter*” means the Blanket DTC Letter of Representations dated September 25, 2018 from the Authority accepted by DTC.

“*Series 2010 Bond Indenture*” has the meaning set forth in the recital to this Bond Indenture.

“*Series 2010 Bonds*” means the Series 2010A Bonds, the Series 2010B Bonds, the Series 2010C Bonds and the Series 2010D Bonds.

“*Series 2010 Obligations*” has the meaning set forth in the recitals to this Bond Indenture.

“*Series 2010A Bonds*” has the meaning set forth in the recital to this Bond Indenture.

“*Series 2010B Bonds*” has the meaning set forth in the recital to this Bond Indenture.

“*Series 2010C Bonds*” has the meaning set forth in the recital to this Bond Indenture.

“*Series 2010D Bonds*” has the meaning set forth in the recital to this Bond Indenture.

“*Series 2010D-1 Bonds*” has the meaning set forth in the recital to this Bond Indenture.

“*Series 2010D-2 Bonds*” has the meaning set forth in the recital to this Bond Indenture.

“*Series 2010D-3 Bonds*” has the meaning set forth in the recital to this Bond Indenture.

“*Series 2016 Bond Indenture*” has the meaning set forth in the recital to this Bond Indenture.

“*Series 2016 Obligations*” has the meaning set forth in the recital to this Bond Indenture.

“*Series 2016A Bonds*” has the meaning set forth in the recital to this Bond Indenture.

“*Series 2016A Obligation*” has the meaning set forth in the recital to this Bond Indenture.

“*Series 2016B Bonds*” has the meaning set forth in the recital to this Bond Indenture.

“*Series 2016B Obligation*” has the meaning set forth in the recital to this Bond Indenture.

“*Series 2016C Bonds*” has the meaning set forth in the recital to this Bond Indenture.

“*Series 2016C Obligation*” has the meaning set forth in the recital to this Bond Indenture.

“*Series 2021 Obligation*” means the \$107,269,103 principal amount Direct Note Obligation, Series 2021 of the Borrowers, in substantially the form attached to the Master Indenture.

“*Special Record Date*” means the date fixed by the Bond Trustee pursuant to Section 202 of this Bond Indenture for the payment of Defaulted Interest.

“*Sponsor*” means Providence Life Sciences.

“*Sponsor Contribution*” means the amount made available to the Borrowers pursuant to the Liquidity Support Agreement.

“*Standard & Poor’s*” or “*S&P*” means Standard & Poor’s Rating Service, a division of The McGraw Hill Companies, Inc., a corporation organized and existing under the laws of the State of New York, its successors and assigns and, if such corporation shall be dissolved or liquidated or shall no longer perform the functions of a securities rating agency, “Standard & Poor’s” or “S&P” shall be deemed to refer to any other nationally recognized securities rating agency which has been designated by the Obligated Group Agent by notice to the Bond Trustee, the Authority, the Borrowers and the Remarketing Agent.

“*State*” means the State of Illinois.

“*Tax-Exempt Organization*” means a Person organized under the laws of the United States of America or any state thereof which is an organization described in Section 501(c)(3) of the Code, which is exempt from federal income taxes under Section 501(a) of the Code and is not a “private foundation” within the meaning of Section 509(a) of the Code, or corresponding provisions of federal income laws from time to time in effect.

“*Tax Exemption Agreement*” means the Tax Exemption Certificate and Agreement relating to the Series 2021 Bonds dated the Closing Date among the Borrowers, the Authority and the Bond Trustee and all amendments and supplements thereto.

“*Unassigned Rights*” means the fees and expenses payable to the Authority, the Authority’s right to indemnification in certain circumstances, the Authority’s right to execute and deliver supplements and amendments to the Loan Agreement and the Authority’s right to exercise the same rights of discretion as are granted to the Master Trustee under the Master Indenture.

“*United States Government Obligations*” means noncallable direct obligations of, or obligations the timely payment of the principal of and interest on which is fully guaranteed by, the United States of America, including obligations issued or held in book entry form on the books of the Department of the Treasury of the United States of America.

“*Unrelated Trade or Business*” means an activity which constitutes an “unrelated trade or business” within the meaning of Section 513(a) of the Code without regard to whether such activity results in unrelated trade or business income subject to taxation under Section 512(a) of the Code.

“*Valuation Date*” means any date on which the Bond Trustee values the investments on deposit in the Debt Service Reserve Fund pursuant to Section 406 hereof.

“*Written Request*” with reference to the Authority means a request in writing (which may be by electronic means acceptable to the Bond Trustee) signed by the Chairman, Vice-Chairman, Executive Director, Treasurer, Secretary or an Assistant Secretary of the Authority, and with reference to the Borrowers means a request in writing signed by the President, a Vice President, Secretary or Assistant Secretary of the Borrower, or any other officers designated by the Authority or the Borrowers, as the case may be.

*Section 102. Rules of Construction* Unless the context shall otherwise require,

- (a) an accounting term not otherwise defined herein shall have the meaning assigned to it in accordance with generally accepted accounting principles;
- (b) references to Articles and Sections are to the Articles and Sections of this Bond Indenture;

(c) words of the neuter gender shall be deemed and construed to include correlative words of the feminine and masculine genders;

(d) unless the context shall otherwise indicate, words importing the singular number shall include the plural and vice versa;

(e) headings of Articles and Sections herein and the table of contents hereof are solely for convenience of reference, do not constitute a part hereof and shall not affect the meaning, construction or effect hereof; and

(f) all references in this instrument to designated "Articles," "Sections" and other subdivisions are to the designated Articles, Sections and other subdivisions of this instrument as originally executed. The words "herein," "hereof" and "hereunder" and other words of similar import refer to this Bond Indenture as a whole and not to any particular Article, Section or other subdivision unless the context indicates otherwise.

## ARTICLE II

### THE BONDS

*Section 201. Authorized Amount of Bonds; Exchange.* No Bonds may be issued under the provisions of this Bond Indenture except in accordance with this Article. The total principal amount of Series 2021 Bonds that may be issued is hereby expressly limited to \$[107,269,103].

On the Effective Date, the Series 2016 Bonds shall be exchanged as follows:

(a) Owners tendering Series 2016A Bonds and Series 2016B Bonds shall receive a pro rata share of the Series 2021 Bonds, plus payment of accrued and unpaid interest on the Series 2016A Bonds and Series 2016B Bonds to, but not including, the Effective Date.

(b) Owners tendering Series 2016C Bonds shall receive a payment of [\$ \_\_\_\_\_ per thousand][equal 3% of accreted value on Effective Date] of principal amount of the Series 2016C Bonds owned by such Owner on the Effective Date as payment in full of such Series 2016C Bonds.

(c) From and after the Effective Date, the Series 2016 Bonds will be cancelled and no longer be Outstanding under the Series 2016 Bond Indenture.

*Section 202. Issuance of Bonds.*

(a) *Issuance of Series 2021 Bonds.* The Series 2021 Bonds shall be designated "Illinois Finance Authority Revenue Refunding Bonds, Series 2021 (Park Place of Elmhurst Project)." The Series 2021 Bonds shall bear interest from their dated date and shall be issuable as registered bonds in Authorized Denominations. Unless the Authority shall otherwise direct, the Series 2021 Bonds shall be numbered from R-1 upward. The Series 2021 Bonds, as initially

issued, will be dated \_\_\_\_\_ 1, 2021. Except as described in the next sentence, subsequently issued Series 2021 Bonds will be dated the later of \_\_\_\_\_ 1, 2021 or the most recent preceding Interest Payment Date to which interest has been paid thereon. Series 2021 Bonds issued on an Interest Payment Date to which interest has been paid will be dated as of such date. Interest on the Series 2021 Bonds will be payable on each Interest Payment Date. Interest on the Series 2021 Bonds shall be calculated on the basis of a year of 360 days and twelve 30-day months.

The Series 2021 Bonds shall bear interest at 5.125% per annum (based on a 360-day year of twelve 30-day months) and shall mature on May 15, 2060.

(b) *Payment of Principal and Interest.* The principal of, premium, if any, and interest on the Bonds shall be payable in any currency of the United States of America which, at the respective dates of payment thereof, is legal tender for the payment of public and private debts, and such principal and premium, if any, shall be payable (i) upon presentment at the designated corporate trust office of the Bond Trustee, St. Louis, Missouri, or its agent or successor as Bond Trustee, or at the office of any alternate Paying Agent named in any such Bond or (ii) as to any registered owner of \$500,000 or more in aggregate principal amount of a series of Bonds who so elects by wire transfer of funds to such wire transfer address within the continental United States as such registered owner shall have furnished to the Bond Trustee in writing not later than five days prior to the Record Date and upon compliance with the reasonable requirements of the Bond Trustee. Except as provided below with respect to Defaulted Interest, payment of the interest on the Bonds shall be made to the person appearing on the Bond Register as the registered owner thereof as of the close of business of the Bond Trustee on the Record Date for such interest payment and shall be paid (i) by check or draft mailed to such registered owner on the applicable Interest Payment Date at such owner's address as it appears on the Bond Register or at such other address as is furnished to the Bond Trustee in writing by the Record Date by such owner, or (ii) as to any registered owner of \$500,000 or more in aggregate principal amount of a series of Bonds who so elects, by wire transfer of funds to such wire transfer address within the continental United States as such registered owner shall have furnished to the Bond Trustee in writing not later than five days prior to the Record Date and upon compliance with the reasonable requirements of the Bond Trustee.

(c) *Defaulted Interest.* Defaulted Interest with respect to any Bond of any series shall cease to be payable to the owner of such Bond on the relevant Record Date and, except as hereinafter provided, shall be payable to the person in whose name such Bond is registered at the close of business on the Special Record Date for the payment of such Defaulted Interest, which shall be fixed in the following manner. The Borrowers shall notify the Bond Trustee in writing of the amount of Defaulted Interest proposed to be paid on each Bond and the date of the proposed payment (which date shall be such as will enable the Bond Trustee to comply with the next sentence hereof) and, at the same time, the Borrowers shall deposit with the Bond Trustee an amount of money equal to the aggregate amount proposed to be paid in respect of such Defaulted Interest or shall make arrangements satisfactory to the Bond Trustee for such deposit prior to the date of the proposed payment, such money when deposited to be held in trust for the benefit of the owners of the Bonds entitled to such Defaulted Interest as provided in this Section. Following receipt of such funds the Bond Trustee shall fix a Special Record Date for the payment of such Defaulted Interest which shall be not more than 15 or less than 10 days prior to

the date of the proposed payment and not less than 10 days after the receipt by the Bond Trustee of the notice of the proposed payment. The Bond Trustee shall promptly notify the Borrowers of such Special Record Date and, in the name and at the expense of the Borrowers, shall cause notice of the proposed payment of such Defaulted Interest and the Special Record Date therefor to be mailed, first-class postage prepaid, not less than 10 days prior to such Special Record Date to each owner of a Bond of such series at the address of such owner as it appears on the Bond Register. Such Defaulted Interest shall be paid to the owners in whose names the Bonds on which such Defaulted Interest is to be paid are registered on such Special Record Date.

*Section 203. Execution; Limited Obligation; No Liability of State.* The Bonds shall be executed on behalf of the Authority with the manual or facsimile signature of its Chairperson (or other officer of the Authority so authorized) and shall have impressed or imprinted thereon the official seal of the Authority or a facsimile thereof and shall be attested by the manual or facsimile signature of its Secretary or any Assistant Secretary. All authorized facsimile signatures shall have the same force and effect as if manually signed. In case any official whose signature or a facsimile of whose signature shall appear on the Bonds shall cease to be such official before the delivery of such Bonds, such signature or such facsimile shall nevertheless be valid and sufficient for all purposes, the same as if such official had remained in office until delivery. The Bonds may be signed on behalf of the Authority by such persons who, at the time of the execution of such Bonds, are duly authorized or hold the appropriate office of the Authority, although on the date of the Bonds such persons were not so authorized or did not hold such offices.

The Bonds, together with all principal and interest thereon and premium, if any, with respect thereto, are special, limited obligations of the Authority secured by the Loan Agreement and the Series 2021 Obligation pledged hereunder and shall always be payable solely from the revenues and income derived from the Loan Agreement and the Series 2021 Obligation (except to the extent paid out of moneys attributable to proceeds of the Bonds, the income from the temporary investment thereof or payments made pursuant to or derived from a mortgage or assignment of leases and rents or credit enhancement device), are and shall always be a valid claim of the owner thereof only against the revenues and income derived from the Loan Agreement and the Series 2021 Obligation, which revenues and income shall be used for no other purpose than to pay the principal installments of, premium, if any, and interest on the Bonds, except as may be expressly authorized otherwise in this Bond Indenture or the Final Bond Resolution and in the Loan Agreement.

The Bonds and the obligation to pay principal and interest thereon and any premium with respect thereto do not now and shall never constitute an indebtedness or an obligation of the Authority, the State of Illinois or any political subdivision thereof, within the purview of any constitutional or statutory limitation or provision, or a charge against the general credit or taxing powers, if any, of any of them, but shall be secured as aforesaid, and shall be payable solely from the revenues and income derived from the Loan Agreement and the Series 2021 Obligation pledged hereunder (except as stated aforesaid). No owner of the Bonds shall have the right to compel the exercise of the taxing power, if any, of the Authority, the State of Illinois or any political subdivision thereof to pay any principal installment of, redemption premium, if any, or



interest on the Bonds. The Authority does not have the power to levy taxes for any purposes whatsoever.

*Section 204. Authentication.* No Bond shall be valid or obligatory for any purpose or entitled to any security or benefit under this Bond Indenture unless and until a certificate of authentication on such Bond substantially in the form set forth in *Exhibit A* hereto shall have been duly executed by the Bond Trustee, and such executed certificate of the Bond Trustee upon any such Bond shall be conclusive evidence that such Bond has been authenticated and delivered under this Bond Indenture. The Bond Trustee's certificate of authentication on any Bond shall be deemed to have been executed by it if signed by an authorized signer of the Bond Trustee, but it shall not be necessary that the same signer sign the certificate of authentication on all of the Bonds issued hereunder.

*Section 205. Form of Bonds and Temporary Bonds.* The Bonds shall be substantially in the forms set forth in *Exhibit A* hereto with such appropriate variations, omissions and insertions as are permitted or required by this Bond Indenture or deemed necessary by the Bond Trustee and the Authority.

Bonds of any series may be initially issued in temporary form exchangeable for definitive Bonds of the same series when ready for delivery. The temporary Bonds shall be of such denomination or denominations as may be determined by the Authority and may contain such reference to any of the provisions of this Bond Indenture as may be appropriate. Every temporary Bond shall be executed by the Authority and be authenticated by the Bond Trustee upon the same conditions and in substantially the same manner as the definitive Bonds. If the Authority issues temporary Bonds it will execute and furnish definitive Bonds without delay and thereupon the temporary Bonds may be surrendered for cancellation in exchange therefor at the designated corporate trust office of the Bond Trustee, and the Bond Trustee shall authenticate and deliver in exchange for such temporary Bonds an equal aggregate principal amount of definitive Bonds of the same series, maturity and interest rate of authorized denominations. Until so exchanged, the temporary Bonds shall be entitled to the same benefits under this Bond Indenture as definitive Bonds authenticated and delivered hereunder.

*Section 206. Delivery of Bonds.* Upon the execution and delivery of this Bond Indenture, the Authority shall execute and deliver to the Bond Trustee and the Bond Trustee shall authenticate the Bonds to be issued in the aggregate principal amount of \$[107,269,103] and deliver such Bonds to the purchasers as may be directed by the Authority as hereinafter in this Section 206 provided.

Prior to the delivery by the Bond Trustee of any of the Bonds there shall be filed with or delivered to the Bond Trustee and the Authority:

- (a) a copy, duly certified by the Executive Director, Secretary or Treasurer of the Authority or such other officer as the Authority may designate, of Final Bond Resolution;

(b) a copy, duly certified by the Secretary or an Assistant Secretary of the Borrowers, of the resolutions adopted and approved by the Borrowers authorizing the execution and delivery of the Series 2021 Obligation, the Master Indenture, the Tax Exemption Agreement, the Loan Agreement, the Mortgage and the Continuing Disclosure Agreement, and approving this Bond Indenture and the issuance and exchange of the Bonds;

(c) the Confirmation Order;

(d) the original executed and authenticated Series 2021 Obligation and an original executed counterpart of this Bond Indenture, the Master Indenture, the Tax Exemption Agreement, the Mortgage, the Loan Agreement and the Continuing Disclosure Agreement;

(e) a request and authorization to the Bond Trustee on behalf of the Authority and signed by its Executive Director, Interim Executive Director, Secretary or Treasurer or such other officer as the Authority may designate to authenticate and deliver the Bonds in an aggregate principal amount not exceeding \$[107,269,103] to the Owners of the Series 2021 Bonds as set forth herein and in the Plan; and

(f) such other closing documents and opinions of counsel as the Bond Trustee or the Authority may reasonably specify in writing to the Bond Trustee (which may be done through the inclusion of such items on the final closing agenda prepared in connection with the issuance of the Bonds).

*Section 207. Mutilated, Lost, Stolen or Destroyed Bonds.* In the event any temporary or definitive Bond is mutilated, lost, stolen or destroyed, the Authority may execute and the Bond Trustee may authenticate a new Bond of like form, date, series, maturity and denomination as that mutilated, lost, stolen or destroyed; *provided* that, in the case of any mutilated Bond, such mutilated Bond shall first be surrendered to the Bond Trustee, and in the case of any lost, stolen or destroyed Bond, there shall be first furnished to the Bond Trustee evidence of such loss, theft or destruction satisfactory to the Bond Trustee, together with indemnity satisfactory to them. In the event any such Bond shall have matured or shall have been called for redemption, instead of issuing a duplicate Bond the Authority may pay the same without surrender thereof. The Authority and the Bond Trustee may charge the owner of such Bond with their reasonable fees and expenses for that exchange.

*Section 208. Transfer and Exchange of Bonds; Persons Treated as Owners.* The Authority shall cause the Bond Register to be kept by the Bond Trustee at its designated corporate trust office. At reasonable times and under reasonable regulations established by the Bond Trustee, the Bond Register may be inspected and copied by the Authority.

Only upon surrender for transfer of any Bond at the designated corporate trust office of the Bond Trustee shall the Authority execute and the Bond Trustee authenticate and deliver in the name of the transferee or transferees a new fully registered Bond or Bonds of the same series and of authorized denomination of the same maturity for the aggregate principal amount which

the registered owner is entitled to receive. Any Bond or Bonds may be exchanged at said office of the Bond Trustee for a like aggregate principal amount of Bond or Bonds of the same series and maturity of other Authorized Denominations. The execution by the Authority of any Bond shall constitute full and due authorization of such Bond, and the Bond Trustee shall thereby be authorized to authenticate, date and deliver such Bond.

All Bonds presented for transfer or exchange shall be accompanied by a written instrument or instruments of transfer or authorization for exchange, in form and with guaranty of signature satisfactory to the Bond Trustee, duly executed by the registered owner or by such owner's duly authorized attorney.

No service charge shall be imposed upon the owner for any exchange or transfer of Bonds. The Authority and the Bond Trustee may, however, require payment by the person requesting an exchange or transfer of Bonds of a sum sufficient to cover any tax, fee or other governmental charge that may be imposed in relation thereto, except in the case of the issuance of a Bond or Bonds for the unredeemed portion of a Bond surrendered for redemption in part.

The Authority and the Bond Trustee shall not be required to register the transfer of or exchange of any Bond after notice calling such Bond or portion thereof for redemption has been mailed or during the 15-day period next preceding the mailing of a notice of redemption of any Bonds of the same series and maturity.

New Bonds delivered upon any transfer or exchange shall be valid obligations of the Authority, evidencing the same debt as the Bonds surrendered, shall be secured by this Bond Indenture and shall be entitled to all of the security and benefits hereof to the same extent as the Bond surrendered.

The Authority and the Bond Trustee may treat the registered owner of any Bond as the absolute owner thereof for all purposes, whether or not such Bond shall be overdue, and shall not be bound by any notice to the contrary. All payments of or on account of the principal of and premium, if any, and interest on any such Bond as herein provided shall be made only to or upon the written order of the registered owner thereof or such owner's legal representative, but such registration may be changed as herein provided. All such payments shall be valid and effectual to satisfy and discharge the liability upon such Bond to the extent of the sum or sums so paid.

*Section 209. Cancellation.* Any Bond surrendered for the purpose of payment or retirement or for exchange or transfer or for replacement pursuant to Section 207 or Section 208 hereof, shall be cancelled upon surrender thereof to the Bond Trustee. Certification of Bonds cancelled by the Bond Trustee shall be made to the Authority and to the Borrowers. Cancelled Bonds may be destroyed by the Bond Trustee unless instructions to the contrary are received from the Authority or the Borrowers. Upon the date of final maturity or redemption of all Bonds, the Bond Trustee shall destroy any inventory of unissued certificates.

*Section 210. Book-Entry Only System.* It is intended that the Bonds be registered so as to participate in a securities depository system with DTC (the "*DTC System*"), as set forth herein. The Bonds shall be initially issued in the form of a single fully registered Bond for each of the

maturities thereof and the ownership of each such Bond shall be registered in the Bond Register in the name of Cede & Co., as nominee of DTC. The Authority and the Bond Trustee are authorized to execute and deliver such letters to or agreements with DTC as shall be necessary to effectuate the DTC System, including the Representation Letter. DTC may exercise the rights of a Bondholder only in accordance with the terms hereof applicable to the exercise of such rights.

With respect to Bonds registered in the Bond Register in the name of Cede & Co., as nominee of DTC, the Authority, the Bond Trustee and the Borrowers shall have no responsibility or obligation to any broker-dealer, bank or other financial institution for which DTC holds Bonds from time to time as securities depository (each such broker-dealer, bank or other financial institution being referred to herein as a “*DTC Participant*”) or to any person on behalf of whom such a DTC Participant directly or indirectly holds an interest in the Bonds (each such person being herein referred to as an “*Indirect Participant*”). Without limiting the immediately preceding sentence, the Authority, the Bond Trustee or the Borrowers shall have no responsibility or obligation with respect to (i) the accuracy of the records of DTC, Cede & Co. or any DTC Participant with respect to any ownership interest in the Bonds, (ii) the delivery to any DTC Participant or any Indirect Participant or any other Person, other than a Bondholder, as shown in the Bond Register, of any notice with respect to the Bonds, including any notice of redemption, (iii) the payment to any DTC Participant or Indirect Participant or any other Person, other than a Bondholder, as shown in the Bond Register, of any amount with respect to principal of, premium, if any, or interest on, the Bonds or (iv) any consent given by DTC as registered owner. So long as certificates for the Bonds are not issued pursuant to Section 212, the Authority, the Borrowers and the Bond Trustee may treat DTC or any successor securities depository as, and deem DTC or any successor securities depository to be, the absolute owner of the Bonds for all purposes whatsoever, including without limitation (i) the payment of principal and interest on the Bonds, (ii) giving notice of redemption and other matters with respect to the Bonds, (iii) registering transfers with respect to the Bonds and (iv) the selection of Bonds for redemption. While in the DTC System, no Person other than Cede & Co., or any successor thereto, as nominee for DTC, shall receive a Bond certificate with respect to any Bond. Upon delivery by DTC to the Bond Trustee of written notice to the effect that DTC has determined to substitute a new nominee in place of Cede & Co., and subject to the provisions in this Bond Indenture with respect to interest checks or drafts being mailed to the registered owner at the close of business on the Record Date applicable to any interest payment date, the name “Cede & Co.” in this Bond Indenture shall refer to such new nominee of DTC.

*Section 211. Payments and Notices to Cede & Co.* Notwithstanding any other provision of this Bond Indenture to the contrary, so long as any of the Bonds is registered in the name of Cede & Co., as nominee of DTC, all payments with respect to principal of, premium, if any, and interest on such Bond and all notices with respect to such Bond shall be made and given, respectively, in the manner provided in the Representation Letter. The Bond Trustee shall request in each notice sent to Cede & Co. pursuant to the terms of this Bond Indenture that Cede & Co. forward or cause to be forwarded such notice to the DTC Participants, but neither the Bond Trustee nor the Authority shall be liable if the Bond Trustee fails to make such request or if Cede & Co. fails to honor such request.

*Section 212. Successor Securities Depository; Transfers Outside Book-Entry Only System.* In the event that (a) the Authority or the Borrowers determine that DTC is incapable of discharging its responsibilities described herein, (b) the Representation Letter shall be terminated for any reason or (c) the Authority or the Borrowers determine that it is in the best interest of the beneficial owners of the Bonds that they be able to obtain certificated Bonds, the Bond Trustee shall so notify DTC. Upon receipt of such notice DTC will notify the DTC Participants of such request and such DTC Participants may utilize DTC's withdrawal procedure to withdraw their Bonds from DTC. In the event a DTC Participant utilizes such process, certificated Bonds will be prepared. If all DTC Participants comply with such request, the Authority or the Bond Trustee may appoint a successor securities depository, qualified to act as such under Section 17(a) of the Securities and Exchange Act of 1934, as amended, notify DTC and DTC Participants of the appointment of such successor securities depository and transfer one or more separate Bond certificates to such successor securities depository. In such event, the Bonds shall no longer be restricted to being registered in the Bond Register in the name of Cede & Co., as nominee of DTC, but may be registered in the name of the successor securities depository, or its nominee, or in whatever name or names Bondholders transferring or exchanging Bonds shall designate, in accordance with the provisions of this Bond Indenture.

### ARTICLE III

#### APPLICATION OF FUNDS

*Section 301. Application of Funds.* On the Closing Date, the following amounts shall be transferred to the Bond Trustee for deposit as set forth below: (i) \$ \_\_\_\_\_ from the Bond Trustee under the Series 2016 Bond Indenture, (ii) \$ \_\_\_\_\_ from the Borrowers representing all amounts held in its Operating Account and any Entrance Fees held in escrow and released, and \$3,000,000 from the Sponsor as the Sponsor Contribution.

(a) From the Debt Service Reserve Fund held under the Series 2016 Bond Indenture, as follows:

1. \$ \_\_\_\_\_ to the Owners of the Series 2016A Bonds and the Series 2016B Bonds to pay accrued and unpaid interest through, but not including, the Effective Date;
2. \$ \_\_\_\_\_ to the Bond Trustee for the Series 2016 Bonds to pay the fees and expenses of such Bond Trustee and its counsel in connection with the Plan [Note: amount is after application of moneys in (b)(2) below]; and
3. \$ \_\_\_\_\_ to the Debt Service Reserve Fund established in Section 406 hereunder.

(b) All other funds as follows:

1. To pay the amount payable with respect to the Series 2016C Bonds pursuant to Section 201(b) hereof;

2. \$ \_\_\_\_\_ to the Corporation to pay any Refunds then due pursuant to the applicable Residency Agreement (as such terms are defined in the Master Indenture);

3. \$ \_\_\_\_\_ to the Expense Fund to pay fees and expenses of professionals incurred in connection with the issuance of the Series 2021 Bonds and the Plan;

4. To the Debt Service Reserve Fund, the amount necessary to make the balance therein, after transfer of amounts in Section 301(a), equal the Debt Service Reserve Fund Requirement;

5. \$[45 Days Cash on Hand] to the Borrowers for further deposit to the Operating Account; and

6. \$[75 Days Cash on Hand] to the Master Trustee for deposit in the Operating Reserve Fund.

*Section 302. Expense Fund.* The Authority shall establish with the Bond Trustee a separate account to be known as the “Expense Fund” (the “*Expense Fund*”). Moneys in the Expense Fund will be disbursed upon receipt of a Written Request for the payment of expenses for any recording, trustee’s and depository’s fees and expenses, accounting and legal fees, financing costs and other fees and expenses incurred or to be incurred by or on behalf of the Authority or the Borrowers in connection with or incident to the issuance and exchange of the Series 2021 Bonds. At such time as the Bond Trustee is furnished with a Written Request stating that all such fees and expenses have been paid, and in no event later than [\_\_\_\_\_, 2021], the Bond Trustee shall transfer any moneys remaining in the Expense Fund to the Interest Fund.

## ARTICLE IV

### REVENUES AND FUNDS

*Section 401. Source of Payment of Bonds.* The Bonds herein authorized and all payments to be made by the Authority thereon and into the various funds established under this Bond Indenture are not general obligations of the Authority but are limited obligations payable solely from (a) payments or prepayments on the Series 2021 Obligation, (b) payments or prepayments made under the Loan Agreement (except for Unassigned Rights), (c) moneys and investments held by the Bond Trustee under, and to the extent provided in, this Bond Indenture and (d) in certain circumstances, proceeds from insurance, condemnation awards and proceeds from sales made under threat of condemnation.

*Section 402. Revenue Fund.* The Authority shall establish with the Bond Trustee and maintain so long as any of the Bonds are Outstanding a separate account to be known as the “Revenue Fund” (the “*Revenue Fund*”). All payments upon the Series 2021 Obligation pledged hereunder, all payments under the Loan Agreement and all transfers from the Rebate Fund, when received by the Bond Trustee, shall be deposited into the Revenue Fund and shall be held therein

until disbursed as herein provided. Amounts on deposit in the Revenue Fund shall be held for the benefit of all the Bonds and disbursed as provided herein. Pursuant to the assignment and pledge of payments upon the Series 2021 Obligation set forth in the granting clauses contained herein, the Authority will direct the Borrowers to make payments upon the Series 2021 Obligation pledged hereunder directly to the Bond Trustee when and as the same become due and payable.

*Section 403. Interest Fund.* The Authority shall establish with the Bond Trustee and maintain so long as any of the Bonds are Outstanding a separate account to be known as the "Interest Fund" (the "*Interest Fund*").

On or before the first (1st) day of each month from \_\_\_\_\_ 2021 to [May 2021], the Bond Trustee shall deposit in the Interest Fund an amount equal to one-\_\_\_\_\_ (1/\_\_\_\_th) of the interest becoming due on the next succeeding Interest Payment Date of the Series 2021 Bonds. On or before the first (1st) day of each month commencing [June 2021] and thereafter, the Bond Trustee shall deposit in the Interest Fund an amount equal to one-sixth (1/6th) of the interest becoming due on the next succeeding Interest Payment Date of the Series 2021 Bonds. No monthly deposit pursuant to this paragraph need be made to the extent that there is a sufficient amount already on deposit in the Interest Fund and available for such purpose.

In connection with any partial redemption or defeasance prior to maturity of the Bonds, the Bond Trustee may, at the request of the Borrowers, use any amounts on deposit in the Interest Fund in excess of the amount needed to pay the interest on the Bonds remaining Outstanding on the first Interest Payment Date occurring on or after the date of such redemption or defeasance to pay the principal of and interest on the Bonds to be redeemed or defeased.

*Section 404. Bond Sinking Fund.* The Authority shall establish with the Bond Trustee and maintain so long as any of the Bonds are Outstanding a separate account to be known as the "Bond Sinking Fund" (the "*Bond Sinking Fund*").

On or before the first (1st) Business Day of each month commencing [June 2023] after making the deposit required by Section 403 hereof, the Bond Trustee shall deposit in the Bond Sinking Fund from moneys in the Revenue Fund an amount which is not less than one-twelfth (1/12) of the principal to become due on the Series 2021 Bonds on the next succeeding May 15 by maturity or mandatory Bond Sinking Fund redemption pursuant to Section 502 hereof. No such deposit need be made to the extent that there is a sufficient amount already on deposit and available for such purpose in the Bond Sinking Fund.

Moneys on deposit in the Bond Sinking Fund, other than income earned thereon which is to be transferred to other funds created hereunder or to the Rebate Fund, shall be applied by the Bond Trustee to pay principal of the Bonds as it becomes due and to redeem the Bonds in accordance with the mandatory Bond Sinking Fund redemption schedule provided in Section 502 hereof. In lieu of such mandatory Bond Sinking Fund redemption, the Bond Trustee may, at the request of the Borrowers, purchase for cancellation an equal principal amount of Bonds to be redeemed in the open market at prices not exceeding the principal amount of the Bonds being purchased, with such interest portion of the purchase price to be paid from the Interest Fund and

the principal portion of such purchase price to be paid from the Bond Sinking Fund. In addition, the amount of Bonds to be redeemed on any date pursuant to the mandatory Bond Sinking Fund redemption schedule shall be reduced by the principal amount of Bonds required to be redeemed which are acquired by the Borrowers or any other Member and delivered to the Bond Trustee for cancellation.

In connection with any partial redemption or defeasance prior to maturity of the Bonds, the Bond Trustee may, at the request of the Borrowers, use any amounts on deposit in the Bond Sinking Fund in excess of the amount needed to pay principal on the Bonds remaining Outstanding on the first principal or mandatory sinking fund payment date occurring on or after the date of such redemption or defeasance to pay the principal of and interest on the Bonds to be redeemed or defeased.

*Section 405. Optional Redemption Fund.* The Authority shall establish with the Bond Trustee and maintain so long as any of the Bonds are Outstanding a separate account to be known as the “Optional Redemption Fund” (the “*Optional Redemption Fund*”). In the event of (i) prepayment by or on behalf of the Borrowers or any other Member of amounts payable on the Series 2021 Obligation pledged under this Bond Indenture, including prepayment with condemnation, insurance or sale proceeds, or (ii) deposit with the Bond Trustee by the Borrowers or the Authority of moneys from any other source for redeeming Bonds or purchasing Bonds for cancellation, except as otherwise provided in this Bond Indenture, such moneys shall be deposited into the Optional Redemption Fund. Moneys on deposit in the Optional Redemption Fund shall be used first to make up any deficiencies existing in the Interest Fund and the Bond Sinking Fund (in the order listed) and second for the redemption of Bonds in accordance with the provisions of Article V hereof.

*Section 406. Debt Service Reserve Fund.*

(a) The Authority shall establish with the Bond Trustee and maintain so long as any of the Bonds are Outstanding a separate account to be known as the “Debt Service Reserve Fund (the “*Debt Service Reserve Fund*”), which shall secure the Series 2021 Bonds. A deposit to the credit of the Debt Service Reserve Fund shall be made from amount transferred from the Series 2016 Bond Indenture in accordance with the provisions of Section 301 hereof and any additional moneys transferred to the Bond Trustee from the Master Trustee under the Master Indenture for deposit in the Debt Service Reserve Fund. Amounts on deposit in the Debt Service Reserve Fund shall be administered by the Bond Trustee as described in this Section 406. Moneys on the deposit in the Debt Service Reserve Fund shall be applied by the Bond Trustee to cure any deficiency in the Interest Fund on any Interest Payment Date and any deficiency in the Bond Sinking Fund on a maturity date or a mandatory sinking fund redemption date, in that order. Notwithstanding anything to the contrary in the Bond Indenture or Loan Agreement, a transfer from the Debt Service Reserve Fund to the Interest Fund or Bond Sinking Fund will not cure the Borrower’s obligation to make payments with respect to the Series 2021 Obligation or under the Loan Agreement. Notwithstanding any obligation to replenish deficiencies in the Debt Service Reserve Fund, a draw on the Debt Service Reserve Fund to cure a deficiency with respect to the payment of principal of or interest on the Bonds will constitute an “Event of Default” under the Bond Indenture.



(b) Moneys on deposit in the Debt Service Reserve Fund shall be invested in Qualified Investments. Qualified Investments in the Debt Service Reserve Fund shall be valued by the Bond Trustee on each May 15 (the “*Valuation Date*”), on the basis of fair market value (which valuation shall take into account any accrued and unpaid interest). If on any Valuation Date the amount on deposit in the Debt Service Reserve Fund is less than 90% of the Debt Service Reserve Fund Requirement as a result of a decline in the market value of investments on deposit in the Debt Service Reserve Fund, the Loan Agreement requires the Borrowers to deposit in the Debt Service Reserve Fund the amount necessary to restore the amount on deposit in the Debt Service Reserve Fund to an amount equal to the Debt Service Reserve Fund Requirement to the extent moneys are transferred to the Bond Trustee pursuant to Section 429 of the Master Indenture.

(c) If at any time the amount on deposit in the Debt Service Reserve Fund is less than the maximum amount of principal and interest payable on the Series 2021 Bonds during the next succeeding six-month period, the Bond Trustee shall give notice of such event by first class mail, postage prepaid, to the Director of the Illinois Department of Public Health.

*Section 407. Investment of Funds.* (a) Upon verbal direction to be promptly followed by a Written Request of the Borrowers filed with the Bond Trustee, moneys in the Revenue Fund, Interest Fund, Bond Sinking Fund, Debt Service Reserve Fund, and Optional Redemption Fund shall be invested only in Qualified Investments. Investment income on such Funds shall be transferred monthly by the Bond Trustee in accordance with the provisions of this Section 407. All such investments shall be made so as to mature on or prior to the date or dates that moneys therefrom are anticipated to be required, and moneys on deposit in the Debt Service Reserve Fund may be invested in investments which mature on or prior to the scheduled maturity of the Bonds. The Bond Trustee, when authorized by the Borrowers, may trade with itself in the purchase and sale of securities for such investment; *provided, however*, that in no case shall any investment be otherwise than in accordance with the investment limitations contained herein and in the Tax Exemption Agreement. The Bond Trustee shall not be liable or responsible for any loss resulting from any such investments.

(b) Any costs of making any investment of moneys in a fund or account, including investment management fees, shall be charged to that fund or account.

(c) The investment earnings on funds on deposit in all Funds other than the Debt Service Reserve Fund shall be retained in such fund. The investment earnings on funds on deposit in the Debt Service Reserve Fund shall be transferred to the Interest Fund on the Business Day prior to an Interest Payment Date, provided that if on such Business Day, the amount on deposit in the Debt Service Reserve Fund is less than the Debt Service Reserve Fund Requirement, such earnings shall be retained in the Debt Service Reserve Fund until the amount on deposit therein is equal to the Debt Service Reserve Fund Requirement.

*Section 408. Trust Funds.* All moneys received by the Bond Trustee under the provisions of this Bond Indenture shall, except as provided in Section 409 hereof, be trust funds under the terms hereof for the benefit of all Bonds Outstanding hereunder and shall not be subject to lien or attachment of any creditor of the Authority, the Borrowers or any other

Member. Such moneys shall be held in trust and applied in accordance with the provisions of this Bond Indenture.

*Section 409. Excluded Funds; Transfers to Rebate Fund.* The foregoing provisions of this Article IV notwithstanding, (i) the Rebate Fund shall not be considered a part of the “trust estate” created by this Bond Indenture and (ii) the Bond Trustee shall be permitted to transfer moneys on deposit in any of the trust funds established under Article III or this Article IV to the Rebate Fund in accordance with the provisions of the Tax Exemption Agreement.

## ARTICLE V

### REDEMPTION OF BONDS

*Section 501. Optional Redemption.* (a) Outstanding Series 2021 Bonds are subject to redemption prior to maturity on or after May 15, 2026 at the option of the Authority upon direction of the Borrowers out of amounts prepaid on the Series 2021 Obligation and deposited in the Optional Redemption Fund, in whole or in part at any time, and if in part by maturities or portions thereof designated by the Borrowers, at a redemption price equal to the following redemption price of the Series 2021 Bonds to be redeemed plus accrued interest thereon to the date of redemption:

| <u>Redemption Date</u>       | <u>Redemption Price</u> |
|------------------------------|-------------------------|
| May 15, 2026 to May 14, 2027 | 102%                    |
| May 15, 2027 to May 14, 2028 | 101%                    |
| May 15, 2028 to maturity     | 100%                    |

(b) Bonds may be called for redemption by the Bond Trustee pursuant to this Section 501 upon receipt by the Bond Trustee at least 20 days prior to the redemption date of a Written Request of the Authority requesting such redemption and a Written Request of the Borrowers authorizing the expenditure of funds for such redemption. Such Written Request shall specify the principal amount of the Bonds to be called for redemption, the applicable redemption price or prices and the provision or provisions above specified pursuant to which such Bonds are to be called for redemption.

(c) In lieu of redeeming Bonds pursuant to this Section 501, the Bond Trustee may, at the request of the Borrowers, use such funds otherwise available hereunder for redemption of Bonds to purchase Bonds in the open market at a price not exceeding the redemption price then applicable hereunder. In the case of any optional redemption or any purchase and cancellation of term Bonds, the Authority shall receive credit against its required Bond Sinking Fund deposits with respect to such term Bonds in such order as the Borrowers elect in writing prior to such optional redemption or purchase and cancellation or, if no election is made, in the inverse order thereof.

*Section 502. Bond Sinking Fund Deposits – Mandatory Deposits.* (a) The Series 2021 Bonds are subject to mandatory Bond Sinking Fund redemption on May 15 of the following

years and in the following principal amounts, a redemption price equal to the principal amount of the Series 2021 Bonds to be redeemed plus accrued interest thereon to the date of redemption:

| MAY 15<br>OF THE YEAR | PRINCIPAL<br>AMOUNT | MAY 15<br>OF THE YEAR | PRINCIPAL<br>AMOUNT |
|-----------------------|---------------------|-----------------------|---------------------|
| 2024                  | \$767,889           | 2043                  | \$1,984,782         |
| 2025                  | 807,244             | 2044                  | 2,086,502           |
| 2026                  | 848,615             | 2045                  | 2,193,435           |
| 2027                  | 892,106             | 2046                  | 2,305,848           |
| 2028                  | 937,827             | 2047                  | 2,424,023           |
| 2029                  | 985,890             | 2048                  | 2,548,254           |
| 2030                  | 1,036,417           | 2049                  | 2,678,852           |
| 2031                  | 1,089,534           | 2050                  | 2,816,144           |
| 2032                  | 1,145,372           | 2051                  | 2,960,471           |
| 2033                  | 1,204,073           | 2052                  | 3,112,195           |
| 2034                  | 1,265,781           | 2053                  | 3,271,695           |
| 2035                  | 1,330,653           | 2054                  | 3,439,369           |
| 2036                  | 1,398,848           | 2055                  | 3,615,637           |
| 2037                  | 1,470,539           | 2056                  | 3,800,938           |
| 2038                  | 1,545,905           | 2057                  | 3,995,737           |
| 2039                  | 1,625,132           | 2058                  | 4,200,518           |
| 2040                  | 1,708,420           | 2059                  | 4,415,795           |
| 2041                  | 1,795,977           | 2060*                 | 31,674,665          |
| 2042                  | 1,888,021           |                       |                     |

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\*Final Maturity

The deposits required pursuant to this Section 502 shall be reduced (i) by the amount of Series 2021 Bonds acquired and delivered in accordance with Section 404 hereof in satisfaction of such Bond Sinking Fund requirements and (ii) in connection with a partial redemption of Series 2021 Bonds if the Borrowers elect to reduce mandatory Bond Sinking Fund redemptions for the Series 2021 Bonds in the manner provided in Section 501 and Section 503. Moneys on deposit in the Bond Sinking Fund shall be applied to the payment of Series 2021 Bonds upon the notice and in the manner provided in this Article V. Payment of the Series 2021 Bonds through the Bond Sinking Fund shall be without premium.

*Section 503. Extraordinary Redemption(a)* The Bonds are callable for redemption prior to maturity in the event of damage to or destruction of, or the condemnation of, or sale consummated under threat of condemnation of, the Facilities of any Member or any part thereof, if the Net Proceeds of insurance, condemnation or sale received in connection therewith and applied to make prepayments on the Series 2021 Obligation exceed the Threshold Amount, but only to the extent of the funds provided for in Sections 301, 410 or 411 of the Master Indenture. If called for redemption in the events referred to above, the Series 2021 Bonds shall be subject to redemption by the Authority at any time, in whole or in part (and if less than all of the Series 2021 Bonds are being redeemed, pro rata), at the principal amount thereof plus accrued interest

to the redemption date and without premium from the Net Proceeds of such insurance or condemnation award but not in excess of the amount of such Net Proceeds applied to such purpose.

(b) In the case of any partial extraordinary redemption, the Authority shall receive credit against its required Bond Sinking Fund deposits with respect to such Bonds in such order as the Borrowers elect in writing prior to such extraordinary redemption or, if no election is made, in the inverse order thereof.

*Section 504. Notice of Redemption.* Notice of the call for any redemption pursuant to Article V hereof shall state the following: (i) the name of the bond issue, (ii) the CUSIP number and bond certificate number of the Bonds to be redeemed, (iii) the original dated date of the bond issue, (iv) the interest rate and maturity date of the Bonds to be redeemed, (v) the date of the redemption notice, (vi) the redemption date, (vii) the redemption price and (viii) the address and telephone number of the designated corporate trust office of the Bond Trustee. The redemption notice shall be given by mailing a copy of such notice of redemption by first class mail, postage prepaid, not less than 20 days prior to the redemption date to the registered owners of the Bonds to be redeemed to the address shown on the Bond Register; *provided, however*, that failure to give such notice by mailing or a defect in the notice or the mailing as to any Bond will not affect the validity of any proceedings for redemption as to any other Bond for which notice is properly given.

Except for a redemption pursuant to Section 502, prior to the date that the redemption notice is mailed as aforesaid, funds shall be placed with the Bond Trustee by or on behalf of the Borrowers to pay such Bonds and accrued interest thereon to the redemption date and the premium, if any, or such notice shall state that the redemption is conditional on such funds being deposited on the redemption date and that failure to make such a deposit shall not constitute an event of default hereunder. Upon the happening of the above conditions, the Bonds, or portions thereof, thus called for redemption shall not bear interest after the applicable redemption date, shall no longer be protected by this Bond Indenture and shall not be deemed to be Outstanding under the provisions of this Bond Indenture. The Bond Trustee shall redeem or purchase, in the manner provided in this Article V, such an aggregate principal amount of Bonds at the principal amount thereof plus accrued interest to the redemption date, and premium, if any, as will exhaust as nearly as practicable the funds placed on deposit with the Bond Trustee. At the direction of the Borrowers, such funds may be invested in Government Obligations until needed for such redemption. If any owner of \$500,000 or more in aggregate principal amount of Bonds to be redeemed on a single day delivers such Bonds for redemption on or prior to such redemption date, payment of such redemption price for such Bonds shall be made, if such owner so elects, by wire transfer of funds to such wire transfer address within the continental United States as such registered owner shall have furnished to the Bond Trustee in writing and upon compliance with the reasonable requirements of the Bond Trustee. Each redemption payment shall indicate the dollar amount of each CUSIP identification number being redeemed.

## ARTICLE VI

### GENERAL COVENANTS

*Section 601. Payment of Principal, Premium, If Any, and Interest.* Subject to the limited source of payment hereinafter referred to, the Authority covenants that it will promptly pay the principal of, premium, if any, and interest on every Bond issued under this Bond Indenture at the place, on the dates and in the manner provided herein and in said Bonds according to the true intent and meaning thereof. The principal of and interest and premium, if any, on the Bonds are payable solely from (a) payments or prepayments on the Series 2021 Obligation, (b) payments or prepayments made under the Loan Agreement (other than Unassigned Rights), (c) moneys and investments held by the Bond Trustee under, and to the extent provided in, this Bond Indenture and (d) in certain circumstances, proceeds from insurance, condemnation awards and proceeds from sales made under threat of condemnation, which the Series 2021 Obligation and payments are hereby specifically assigned and pledged to the payment of the Bonds in the manner and to the extent herein specified, and nothing in the Bonds or in this Bond Indenture shall be considered as assigning or pledging any funds or assets of the Authority (except the trust estate pledged under this Bond Indenture).

*Section 602. Performance of Covenants; Legal Authorization.* The Authority covenants that it will faithfully perform on its part at all times any and all covenants, undertakings, stipulations and provisions contained in this Bond Indenture, in any and every Bond executed, authenticated and delivered hereunder and in all of its proceedings pertaining thereto; *provided, however,* that except for the matters set forth in any documents hereof relating to payment of the Bonds, the Authority shall not be obligated to take any action or execute any instrument pursuant to any provision hereof until it shall have been requested to do so by the Borrowers or by the Bond Trustee, or shall have received the instrument to be executed and at the option of the Authority shall have received from the party requesting such action or execution assurance satisfactory to the Authority that the Authority shall be reimbursed for its reasonable expenses, including legal counsel fees, incurred or to be incurred in connection with taking such action or executing such instrument. The Authority covenants that it is duly authorized under the Constitution and the laws of the State, including particularly the Act and the Final Bond Resolution to issue the Bonds authorized hereby and to execute this Bond Indenture, to grant the security interest herein provided, to assign and pledge the Loan Agreement and the Series 2021 Obligation pledged hereunder and to assign and pledge the amounts hereby assigned and pledged in the manner and to the extent herein set forth, that all action on its part for the issuance of the Bonds and the execution and delivery of this Bond Indenture has been duly and effectively taken, and that the Bonds in the hands of the owners thereof are and will be valid and enforceable obligations of the Authority according to the terms thereof and hereof. Anything contained in this Bond Indenture to the contrary notwithstanding, it is hereby understood that none of the covenants of the Authority contained in this Bond Indenture are intended to create a general obligation of the Authority.

*Section 603. Ownership; Instruments of Further Assurance.* The Authority represents that it lawfully owns the Series 2021 Obligation and that the pledge and assignment thereof and the assignment of its interest in the Loan Agreement (except for Unassigned Rights) to the Bond

Trustee hereby made are valid and lawful. The Authority covenants that it will defend the title to the Series 2021 Obligation and its interest in the Loan Agreement and the assignment thereof (except for Unassigned Rights) to the Bond Trustee, for the benefit of the owners of the Bonds against the claims and demands of all persons whomsoever. The Authority covenants that it will do, execute, acknowledge and deliver or cause to be done, executed, acknowledged and delivered, such indentures supplemental hereto and such further acts, instruments and transfers as the Bond Trustee may reasonably require for the better assuring, transferring, mortgaging, conveying, pledging, assigning and confirming unto the Bond Trustee, the Series 2021 Obligation, the Loan Agreement and all payments thereon and thereunder (except for Unassigned Rights) pledged hereby to the payment of the principal of, premium, if any, and interest on the Bonds.

*Section 604. Recording and Filing.* In order to perfect the security interest of the Bond Trustee in the Trust Estate and to perfect the security interest in the Series 2021 Obligation pledged hereunder, the Authority, to the extent permitted by law, will execute such security agreements or financing statements, naming the Bond Trustee as assignee and pledgee of the Trust Estate assigned and pledged under this Bond Indenture for the payment of the principal of, premium, if any, and interest on the Bonds and as otherwise provided herein, and the Bond Trustee or Borrowers, as the case may be, will cause the same to be duly filed and recorded, as the case may be, in the appropriate State and county offices as required by the provisions of the Uniform Commercial Code or other similar law as adopted in the State, as from time to time amended. To continue the security interest evidenced by such security agreements or financing statements, the Bond Trustee or Borrowers, as the case may be, shall file and record or cause to be filed and recorded such necessary continuation statements or supplements thereto and other instruments from time to time as may be required pursuant to the provisions of the said Uniform Commercial Code or other similar law to fully preserve and protect the security interest of the Bond Trustee in the Trust Estate and to perfect the security interest in the Series 2021 Obligation pledged hereunder. The Authority, to the extent permitted by law, at the expense of the Borrowers, shall execute and cause to be executed any and all further instruments as shall be reasonably required by the Bond Trustee for such protection and perfection of the interests of the Bond Trustee, the registered owners, and the Bond Trustee, the Borrowers or their agents, as the case may be, shall file and refile or cause to be filed and refiled such instruments which shall be necessary to preserve and perfect the lien of this Bond Indenture upon the Trust Estate until the principal of, premium, if any, and interest on the Bonds issued hereunder shall have been paid or provision for their payment shall be made as herein provided. Notwithstanding the foregoing, the Borrowers hereby authorize the Bond Trustee, and appoint the Bond Trustee as their attorney-in-fact, to file in such office or offices as the Bond Trustee deems necessary or desirable such financing and continuation statements and amendments thereof or supplements thereto, and such other documents as the Bond Trustee may from time to time require to perfect, preserve and protect the security interest of the Bond Trustee in the Trust Estate and the Series 2021 Obligation pledged hereunder.

*Section 605. Required Reporting to the Authority.* (a) The Bond Trustee shall keep, or cause to be kept, proper books of records and accounts in which complete and accurate entries shall be made of all funds and accounts established by or pursuant to this Bond Indenture, which

shall at all reasonable times be subject to the inspection by the Authority or owners (or a designated representative thereof).

(b) No later than 30 days after a principal and/or interest payment is made, the Bond Trustee (or other designated paying agent approved by the Authority) will prepare and file with the Office of Comptroller of the State of Illinois a C-08, Notice of Payment of Bond Interest and/or Principal (bondpayments@illinoiscomptroller.gov). A copy of the C-08 should be forwarded to the Authority by e-mail (bondpayments@il-fa.com).

*Section 606. Bond Register.* The Bond Trustee shall keep on file at its office the Bond Register. At reasonable times and under reasonable regulations established by the Bond Trustee, said Bond Register may be inspected and copied by the Borrowers, or any other Member of the Obligated Group or the authorized representative of any owner or owners of 10% or more in principal amount of the Bonds Outstanding, such ownership and the authority of any such designated representative to be evidenced to the satisfaction of the Bond Trustee.

*Section 607. Rights under the Loan Agreement and the Series 2021 Obligation; Bond Trustee as Holder of the Series 2021 Obligation.* The Authority agrees that the Bond Trustee in its own name or in the name of the Authority may enforce all rights of the Authority (other than Unassigned Rights) and all obligations of the Borrowers under and pursuant to the Loan Agreement and any obligation of any Member under the Series 2021 Obligation pledged hereunder for and on behalf of the Bondholders (other than Unassigned Rights), whether or not the Authority is in default hereunder.

The Bond Trustee shall be considered the holder of the Series 2021 Obligation.

*Section 608. Designation of Additional Paying Agents.* The Authority may (upon the written consent of the Borrowers, which consent will not be unreasonably withheld) cause the necessary arrangements to be made through the Bond Trustee and to be thereafter continued for the designation of alternate Paying Agents for the Bonds and for the making available of funds hereunder for the payment of such of the Bonds as shall be presented when due at the designated corporate trust office of the Bond Trustee, or its successor in trust hereunder, or at the designated office of said alternate Paying Agents.

*Section 609. Arbitrage; Compliance with Tax Exemption Agreement.* The Authority and the Borrowers covenant and agree that they will not take any action or fail to take any action with respect to the investment of the proceeds of any Bonds issued under this Bond Indenture or with respect to the payments derived from the Series 2021 Obligation pledged hereunder or from the Loan Agreement or any other moneys regardless of source or where held which may, notwithstanding compliance with the other provisions of this Bond Indenture, the Loan Agreement and the Tax Exemption Agreement, result in constituting the Bonds “arbitrage bonds” within the meaning of such term as used in Section 148 of the Code. The Authority further covenants and agrees that it will comply with and take all actions required by the Tax Exemption Agreement.

*Section 610. Prohibited Activities.* Subject to the limitations on its liability as stated herein and to the extent permitted by law, the Authority covenants and agrees that it has not knowingly engaged and will not knowingly engage in any activities and that it has not knowingly taken and will not knowingly take any action which might result in any interest on the Bonds becoming includable in the gross income of the owners thereof for purposes of Federal income taxation.

## ARTICLE VII

### EVENTS OF DEFAULT; REMEDIES

*Section 701. Events of Default.* Each of the following events is hereby declared an “event of default,” that is to say, if:

(a) payment of any installment of interest payable on any of the Bonds shall not be made by the Authority when the same shall become due and payable; or

(b) payment of the principal of or the premium, if any, payable on any of the Bonds shall not be made by the Authority when the same shall become due and payable, either at maturity, by proceedings for redemption, upon acceleration, through failure to make any payment to any fund hereunder or otherwise; or

(c) the Authority shall for any reason be rendered incapable of fulfilling its obligations hereunder; or

(d) an order or decree shall be entered, appointing a receiver, receivers, custodian or custodians for any of the revenues of the Authority, or approving a petition filed against the Authority seeking reorganization of the Authority under the federal bankruptcy laws or any other similar law or statute of the United States of America or any state thereof, or if any such order or decree, having been entered without the consent or acquiescence of the Authority, shall not be vacated or discharged or stayed on appeal within 60 days after the entry thereof; or

(e) any proceeding shall be instituted with the consent or acquiescence of the Authority, or any plan shall be entered into by the Authority, for the purpose of effecting a composition between the Authority and its creditors or for the purpose of adjusting the claims of such creditors pursuant to any federal or state statute now or hereafter enacted, if the claims of such creditors are under any circumstances payable from any part or all of the trust estate, including the revenues and other moneys derived by the Authority under the Series 2021 Obligation pledged under this Bond Indenture or the Loan Agreement; or

(f) the Authority (i) files a petition in bankruptcy or under Title 11 of the United States Code, as amended, (ii) makes an assignment for the benefit of its creditors, or (iii) consents to the appointment of a receiver, custodian or trustee for itself or for the whole or any part of the trust estate, including the revenues and other moneys derived by the Authority under the Series 2021 Obligation pledged under this Bond Indenture or the Loan Agreement; or



(g) (i) the Authority is adjudged insolvent by a court of competent jurisdiction, (ii) on a petition in bankruptcy filed against the Authority, the Authority is adjudged as bankrupt, (iii) an order, judgment or decree is entered by any court of competent jurisdiction appointing, without the consent of the Authority, a receiver, custodian or trustee of the Authority or of the whole or any part of its property and any of the aforesaid adjudications, orders, judgments or decrees shall not be vacated or set aside or stayed within 60 days from the date of entry thereof or (iv) the Authority is generally not paying its debts as such debts become due; or

(h) the Authority shall file a petition or answer seeking reorganization or any arrangement under the federal bankruptcy laws or any other applicable law or statute of the United States of America or any state thereof; or

(i) under the provisions of any other law for the relief or aid of debtors, any court of competent jurisdiction shall assume custody or control of the Authority or of the whole or any substantial part of its property, and such custody or control shall not be terminated within 30 days from the date of assumption of such custody or control; or

(j) any event of default as defined in Section 9.1 of the Loan Agreement or in Section 502 of the Master Indenture shall occur; or

(k) the Authority shall default in the due and punctual performance of any other of the covenants, conditions, agreements and provisions contained in the Bonds or in this Bond Indenture or any indenture supplemental hereto to be performed on the part of the Authority, and such default shall continue for the period of 30 days after written notice specifying such default and requiring the same to be remedied shall have been given to the Authority and the Borrowers by the Bond Trustee; the Bond Trustee may give such notice in its discretion and shall give such notice at the written request of the owners of not less than 10% in aggregate principal amount of the Bonds then Outstanding hereunder; *provided*, that, if in the judgment of the Bond Trustee such default cannot with due diligence and dispatch be wholly cured within 30 days but can be wholly cured, the failure of the Authority to remedy such default within such 30-day period shall not constitute a default hereunder if the Authority shall immediately upon receipt of such notice commence with due diligence and dispatch the curing of such default and, having so commenced the curing of such default, shall thereafter prosecute and complete the same with due diligence and dispatch and such default shall be cured within 60 days of notice; or

(l) the Authority, the Borrowers or the Bond Trustee shall default in the performance of any covenant, condition, agreement or provision of the Tax Exemption Agreement, and such default shall continue for the period of 30 days after written notice specifying such default and requiring the same to be remedied shall have been given to the party in default, the Borrowers and the other party; *provided* that, if in the judgment of the Bond Trustee such default cannot with due diligence and dispatch be wholly cured within 30 days but can be wholly cured, the failure of the Authority, the Borrowers or the Bond Trustee to remedy such default within such 30-day period shall not constitute a default hereunder if the Borrowers shall immediately upon receipt of such notice commence with due diligence and dispatch the curing of such default and, having so commenced the curing of such default, shall thereafter prosecute and complete the same with due diligence and dispatch and such default shall be cured within 60 days of notice; or

(m) the default by the Borrowers in the performance of its covenant in Section 8.10 of the Loan Agreement relating to the discharge, vacation, bonding or stay of any order, writ or warrant of attachment, garnishment, execution, replevin or similar process filed against any part of the funds or accounts held by the Bond Trustee hereunder, such default being an event of default specified in Section 9.1(i) of the Loan Agreement; or

(n) there is a draw on the Debt Service Reserve Fund as a result of a deficiency in any account of the Interest Fund or Bond Sinking Fund.

*Section 702. Acceleration.* Upon the happening of any event of default, the Bond Trustee may, or at written request of the owners of not less than 25% in aggregate principal amount of the Series 2021 Bonds Outstanding hereunder, and upon being indemnified to its satisfaction, the Bond Trustee shall, by notice in writing delivered to the Authority, declare the entire principal amount of the Bonds then Outstanding hereunder and the interest accrued thereon, immediately due and payable, and the entire principal and interest shall thereupon become and be immediately due and payable, subject, however, to the provisions of Section 710 hereof with respect to waivers of events of default.

*Section 703. Remedies; Rights of Bondholders.* Upon the occurrence of any event of default the Bond Trustee may pursue any available remedy, including a suit at law or in equity to enforce the payment of the principal of, premium, if any, and interest on the Bonds Outstanding hereunder.

If an event of default shall have occurred, and if the Bond Trustee shall have been requested to do so by the owners of 25% in aggregate principal amount of Series 2021 Bonds Outstanding hereunder and the Bond Trustee shall have been indemnified as provided in Section 801 hereof, the Bond Trustee shall be obligated to exercise such one or more of the rights and powers conferred by this Section as the Bond Trustee shall deem most expedient in the interests of the owners of Bonds; provided, however, that the Bond Trustee shall have the right to decline to comply with any such request if the Bond Trustee shall be advised by counsel (who may be its own counsel) that the action so requested may not lawfully be taken or the Bond Trustee in good faith shall determine that such action would be unjustly prejudicial to the owners of Bonds not parties to such request.

No remedy by the terms of this Bond Indenture conferred upon or reserved to the Bond Trustee (or the owners of Bonds) is intended to be exclusive of any other remedy, but each and every such remedy shall be cumulative and shall be in addition to any other remedy given to the Bond Trustee (or the owners of Bonds hereunder) now or hereafter existing at law or in equity or by statute.

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

No waiver of any default or event of default hereunder, whether by the Bond Trustee or by the owners of Bonds, shall extend to or shall affect any subsequent default or event of default or shall impair any rights or remedies consequent thereon.

*Section 704. Direction of Proceedings by Bondholders.* The owners of a majority in aggregate principal amount of Bonds Outstanding hereunder shall have the right at any time, by an instrument or instruments in writing executed and delivered to the Bond Trustee, to direct the method and place of conducting all proceedings to be taken in connection with the enforcement of the terms and conditions of this Bond Indenture, including the enforcement of the rights of the Authority under the Loan Agreement or the appointment of a receiver or any other proceedings hereunder; *provided*, that such direction shall not be otherwise than in accordance with the provisions of law and of this Bond Indenture.

*Section 705. Appointment of Receivers.* Upon the occurrence of an event of default, and upon the filing of a suit or other commencement of judicial proceedings to enforce the rights of the Bond Trustee or the owners of Bonds under this Bond Indenture, the Bond Trustee shall be entitled, as a matter of right, to the appointment of a receiver or receivers of the rights and properties pledged hereunder and of the revenues, issues, payments and profits thereof, pending such proceedings, with such powers as the court making such appointment shall confer.

*Section 706. Application of Moneys.* All moneys received by the Bond Trustee by any receiver or by any Bondholder pursuant to any right given or action taken under the provisions of this Article shall be deposited in the Revenue Fund and, together with all moneys in the funds maintained by the Bond Trustee under this Bond Indenture, after payment of the cost and expenses of the proceedings resulting in the collection of such moneys and of the fees of, and the expenses, liabilities and advances incurred or made by, the Bond Trustee (including, but not limited to, the reasonable fees of its counsel), shall be applied as follows:

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

FIRST: To the payment of amounts, if any, payable to the United States Treasury pursuant to the Tax Exemption Agreement;

SECOND: To the payment to the Persons entitled thereto of all installments of interest then due on the Series 2021 Bonds, and, if the amount available shall not be sufficient to pay interest due in full, then to the payment ratably to the Persons entitled thereto without any discrimination or privilege; and

THIRD: To the payment to the Persons entitled thereto of the unpaid principal of any of the Series 2021 Bonds which shall have become due (other than Series 2021 Bonds called for redemption for the payment of which moneys are held pursuant to the provisions of this Bond Indenture), in the order of their due dates, and, if the amount available shall not be sufficient to pay in full Series 2021 Bonds due on any particular date, then to the payment ratably, according to

the amount of principal due on such date, to the Persons entitled thereto without any discrimination or privilege.

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

FIRST: To the payment of amounts, if any, payable to the United States Treasury pursuant to the Tax Exemption Agreement;

SECOND: To the payment of the principal and interest then due and unpaid upon the Series 2021 Bonds, without preference or priority of principal or interest over the other, or of any installment of interest over any other installment of interest, or of any Series 2021 Bond over any other Series 2021 Bond, ratably, according to the amounts due respectively for principal and interest, to the Persons entitled thereto without any discrimination or privilege.

(c) If the principal of all the Bonds shall have been declared due and payable, and if such declaration shall thereafter have been rescinded and annulled under the provisions of this Article, then, subject to the provisions of paragraph (b) of this Section in the event that the principal of all the Bonds shall later become due or be declared due and payable, the moneys shall be applied in accordance with the provisions of paragraph (a) of this Section.

Whenever moneys are to be applied by the Bond Trustee pursuant to the provisions of this Section, such moneys shall be applied by it at such times, and from time to time, as the Bond Trustee shall determine, having due regard for the amount of such moneys available for application and the likelihood of additional moneys becoming available for such application in the future. Whenever the Bond Trustee shall apply such moneys, it shall fix the date (which shall be an interest payment date unless it shall deem another date more suitable, or, with respect to payments of Defaulted Interest, shall be such date as is required by Section 202(f) hereof) upon which such application is to be made and upon such date interest on the amounts of principal to be paid on such dates shall cease to accrue. The Bond Trustee shall give such notice as it may deem appropriate of the deposit with it of any such moneys and of the fixing of any such date and of the Special Record Date in accordance with Section 202(f). The Bond Trustee shall not be required to make payment to the owner of any Bond until such Bond shall be presented to the Bond Trustee for appropriate endorsement or for cancellation if fully paid.

Whenever all Bonds and interest thereon have been paid under the provisions of this Section 706 and all expenses and charges of the Bond Trustee have been paid, including, but not limited to, the reasonable fees of its counsel, any balance remaining shall be paid to the Persons entitled to receive the same; if no other Person shall be entitled thereto, then the balance shall be paid to the Borrowers.

*Section 707. Remedies Vested in Bond Trustee.* All rights of action, including the right to file proof of claims under this Bond Indenture or under any of the Bonds, may be enforced by the Bond Trustee without the possession of any of the Bonds or the production thereof in any trial or other proceedings relating thereto and any such suit or proceeding instituted by the Bond

Trustee shall be brought in its name as Bond Trustee without the necessity of joining as plaintiffs or defendants any owners of the Bonds, and any recovery of judgment shall be for the equal benefit of the owners of the Outstanding Bonds.

*Section 708. Rights and Remedies of Bondholders.* No owner of any Bond shall have any right to institute any suit, action or proceeding in equity or at law for the enforcement of this Bond Indenture or for the execution of any trust hereof or for the appointment of a receiver or any other remedy hereunder, unless a default shall have become an event of default, and the owners of a majority in aggregate principal amount of Series 2021 Bonds Outstanding hereunder shall have made written request to the Bond Trustee and shall have offered it reasonable opportunity either to proceed to exercise the powers hereinbefore granted or to institute such action, suit or proceeding in its own name, and unless also they have offered to the Bond Trustee indemnity as provided in Section 801, and unless the Bond Trustee shall thereafter fail or refuse to exercise the power hereinbefore granted, or to institute such action, suit or proceeding in its own name; and such notification, request and offer of indemnity are hereby declared in every case at the option of the Bond Trustee to be conditions precedent to the execution of the powers and trusts of this Bond Indenture and to any action or cause of action for the enforcement of this Bond Indenture, or for the appointment of a receiver or for any other remedy hereunder; it being understood and intended that no one or more owners of the Bonds shall have any right in any manner whatsoever to affect, disturb or prejudice the lien of this Bond Indenture by any action or to enforce any right hereunder except in the manner herein provided, and that all proceedings at law or in equity shall be instituted, had and maintained in the manner herein provided and for the equal benefit of the owners of all Bonds Outstanding. Nothing in this Bond Indenture contained shall, however, affect or impair the right of any owner to enforce the payment of the principal of and interest on any Bond at and after the maturity thereof, or the obligation of the Authority to pay the principal of and interest on each of the Bonds issued hereunder to the respective owners thereof at the time and place, from the source and in the manner in said Bonds expressed.

*Section 709. Termination of Proceedings.* In case the Bond Trustee shall have proceeded to enforce any right under this Bond Indenture by the appointment of a receiver, or otherwise, and such proceedings shall have been discontinued or abandoned for any reason, or shall have been determined adversely to the Bond Trustee, then and in every case the Authority and the Bond Trustee shall, subject to any determination in such proceeding, be restored to their former positions and rights hereunder with respect to the property pledged and assigned hereunder, and all rights, remedies and powers of the Bond Trustee shall continue as if no such proceedings had been taken.

*Section 710. Waiver of Events of Default.* The Bond Trustee may in its discretion waive any event of default hereunder and its consequences and rescind any declaration of maturity of principal, and shall do so upon being indemnified to its satisfaction and upon written request of the owners of at least a majority in aggregate principal amount of all Series 2021 Bonds Outstanding. The foregoing notwithstanding, in no event shall there be waived (a) any event of default in the payment of the principal of any Outstanding Bonds when due whether by mandatory redemption through the Bond Sinking Fund or at the dates of maturity specified therein or (b) any default in the payment, other than by reason of an acceleration of the Bonds, when due of the interest on any such Bonds, unless prior to such waiver or rescission all arrears

of interest, with interest (to the extent permitted by law) at the rate borne by the Bonds in respect of which such default shall have occurred on overdue installments of interest or all arrears of payments of principal when due, as the case may be, and all fees and expenses of the Bond Trustee and any Paying Agent in connection with such default shall have been paid or provided for, including, but not limited to, the reasonable fees of their counsel. In case of any such waiver or rescission or in case any proceeding taken by the Bond Trustee on account of any such default shall have been discontinued or abandoned or determined adversely, then and in every such case the Authority, the Bond Trustee and the Bondholders shall, subject to any determination in such proceeding, be restored to their former positions and rights hereunder respectively, but no such waiver or rescission shall extend to any subsequent or other default, or impair any right consequent thereon.

*Section 711. Borrowers' Right of Possession and Use of Its Property.* So long as the Borrowers are in full compliance with the terms and provisions of the Loan Agreement and the Master Indenture, the Borrowers shall be suffered and permitted to possess, use and enjoy their Property and appurtenances thereto.

*Section 712. Waiver of Redemption; Effect of Sale of the Borrowers' Property.* The Authority, to the extent permitted by law, shall not claim any rights under any stay, valuation, exemption or extension law, and hereby waives any right of redemption which it may have in respect of any sale or other disposition of the Borrowers' Property pursuant to the rights and remedies granted under this Article VII.

*Section 713. Notice of Default; Endorsement of the Series 2021 Obligation.* In the event of any default hereunder, the Bond Trustee will promptly give written notice thereof to the Authority, the Master Trustee and the Borrowers setting forth the nature of such default. In the event of a default hereunder and in the event the Authority is requested by the Bond Trustee to endorse any of the Series 2021 Obligation as permitted under the Illinois Uniform Commercial Code, such endorsement may, in the discretion of the Authority, be without recourse.

## **ARTICLE VIII**

### **THE BOND TRUSTEE**

*Section 801. Acceptance of the Trusts.* The Bond Trustee accepts and agrees to execute the trusts imposed upon it by this Bond Indenture, but only upon the terms and conditions set forth herein. The Bond Trustee, prior to the occurrence of an event of default and after the curing of all events of default which may have occurred, undertakes to perform such duties and only such duties as are specifically set forth in this Bond Indenture. The Bond Trustee shall not be liable in connection with the performance of such duties, except with respect to its own negligence and willful misconduct. No implied covenants or obligations should be read into this Bond Indenture against the Bond Trustee. If any event of default under this Bond Indenture shall have occurred and be continuing, the Bond Trustee shall exercise such of the rights and powers vested in it by this Bond Indenture and shall use the same degree of care as a prudent person would exercise or use in the circumstances in the conduct of such prudent person's own affairs.

The Bond Trustee agrees to perform such trusts only upon and subject to the following expressed terms and conditions:

(a) The Bond Trustee may execute any of the trusts or powers hereof and perform any of its duties by or through attorneys, agents, receivers or employees and shall not be responsible for the misconduct or negligence of the same appointed in accordance with the standard specified above, and shall be entitled to advice of counsel concerning all matters of trusts hereof and duties hereunder, and may in all cases pay such reasonable compensation (which shall be expenses reimbursable to the Bond Trustee pursuant to Section 6.10 of the Loan Agreement) to any attorney, agent, receiver or employee retained or employed by it in connection herewith. The Bond Trustee may act upon the opinion or advice of an attorney, surveyor, engineer, accountant or other expert or contractor selected by it in the exercise of reasonable care or, if selected or retained by the Authority, approved by the Bond Trustee in the exercise of such care. The Bond Trustee shall not be responsible for any loss or damage resulting from any action or nonaction based on its good faith reliance upon such opinion or advice.

(b) The Bond Trustee shall not be responsible for any recital herein, or in the Bonds (except with respect to the certificate of the Bond Trustee endorsed on the Bonds), or for the investment of moneys as herein permitted (except that no investment shall be made except in compliance with Section 407 hereof and the Tax Exemption Agreement), or for the recording or re-recording, filing or re-filing of this Bond Indenture, or any supplement or amendment thereto, or the filing of financing statements, or for the validity of the execution by the Authority of this Bond Indenture, or of any supplemental indentures or instruments of further assurance, or for the sufficiency of the security for the Bonds issued hereunder or intended to be secured hereby, or for the value or title of the property herein conveyed or otherwise as to the maintenance of the security hereof. The Bond Trustee may (but shall be under no duty to) require of the Authority and the Borrowers full information and advice as to the performance of the covenants, conditions and agreements in the Loan Agreement and shall make its best efforts, but without any obligation, to advise the Authority and the Borrowers of any impending default known to the Bond Trustee. The Bond Trustee shall have no obligation to perform any of the duties of the Authority under the Loan Agreement.

(c) The Bond Trustee shall not be accountable for the use or application by the Authority or the Borrowers of any of the Bonds or the proceeds thereof or for the use or application of any money paid over by the Bond Trustee in accordance with the provisions of this Bond Indenture or for the use and application of money received by any Paying Agent. The Bond Trustee may become the owner of Bonds secured hereby with the same rights it would have if not Bond Trustee.

(d) The Bond Trustee shall be protected in acting upon any notice, order, requisition, request, consent, certificate, order, opinion (including an opinion of Independent Counsel), affidavit, letter, telegram or other paper or document in good faith deemed by it to be genuine and correct and to have been signed, or sent by the proper person or persons. Any action taken by the Bond Trustee pursuant to this Bond Indenture upon the request or authority or consent of any person who at the time of making such request or giving such authority or consent is the

owner of any Bond, shall be conclusive and binding upon all future owners of the same Bond and upon Bonds issued in exchange therefor or in place thereof.

(e) As to the existence or non-existence of any fact or as to the sufficiency or validity of any instrument, paper or proceeding, the Bond Trustee shall be entitled to rely upon a certificate signed on behalf of the Authority by its Chairman, Vice Chairman, Executive Director, Interim Executive Director, Secretary or Treasurer or such other representative as the Authority shall direct, as sufficient evidence of the facts therein contained and prior to the occurrence of a default of which the Bond Trustee has been notified as provided in subsection (g) of this Section, or of which by said subsection it is deemed to have notice, may accept a similar certificate to the effect that any particular dealing, transaction or action is necessary or expedient, but may at its discretion secure such further evidence deemed necessary or advisable, but shall in no case be bound to secure the same. The Bond Trustee may accept a certificate of the Executive Director or Interim Executive Director of the Authority, or such other representative as the Authority shall direct, under its seal to the effect that a resolution in the form therein set forth has been adopted by the Authority as conclusive evidence that such resolution has been duly adopted and is in full force and effect.

(f) The permissive right of the Bond Trustee to do things enumerated in this Bond Indenture shall not be construed as a duty and the Bond Trustee shall not be answerable for other than its negligence or willful misconduct.

(g) The Bond Trustee shall not be required to take notice or be deemed to have notice of any default hereunder (except failure by the Authority to cause to be made any of the payments to the Bond Trustee required to be made by Article IV) unless the Bond Trustee shall be specifically notified in writing of such default by the Authority or by the owners of at least 25% in aggregate principal amount of all Series 2021 Bonds then Outstanding and all notices or other instruments required by this Bond Indenture to be delivered to the Bond Trustee must, in order to be effective, be delivered at the designated corporate trust office of the Bond Trustee, and in the absence of such notice so delivered the Bond Trustee may conclusively assume there is no default except as aforesaid.

(h) The Bond Trustee shall not be personally liable for any debts contracted or for damages to persons or to personal property injured or damaged, or for salaries or nonfulfillment of contracts during any period in which it may be in possession of or managing the Property of any Member of the Obligated Group.

(i) At any and all reasonable times, the Bond Trustee, and its duly authorized agents, attorneys, experts, engineers, accountants and representatives, shall have the right fully to inspect any and all of the property pledged hereunder, including all books, papers and records of the Authority pertaining to the property pledged hereunder and the Bonds, and to take such memoranda from and in regard thereto as may be desired.

(j) The Bond Trustee shall not be required to give any bond or surety in respect of the execution of the said trusts and powers or otherwise in respect of the premises.



(k) Notwithstanding anything elsewhere in this Bond Indenture contained, the Bond Trustee shall have the right, but shall not be required, to demand, in respect of the authentication of any Bonds, the withdrawal of any cash, the release of any Property, or any action whatsoever within the purview of this Bond Indenture, any showings, certificates, opinions, appraisals or other information, or corporate action or evidence thereof, in addition to that by the terms hereof required as a condition of such action by the Bond Trustee deemed reasonably necessary for the purpose of establishing the right of the Authority to the authentication of any Bonds, the withdrawal of any cash, the release of any Property or the taking of any other action by the Bond Trustee.

(l) Before taking any action under this Bond Indenture relating to an event of default or in connection with its duties under this Bond Indenture other than making payments of principal and interest on the Bonds as they become due or causing an acceleration of the Bonds whenever required by the Bond Indenture, the Bond Trustee may require that a satisfactory indemnity bond be furnished for the reimbursement of all expenses to which it may be put and to protect it against all liability, including, but not limited to, any liability arising directly or indirectly under any federal, state or local statute, rule, law or ordinance related to the protection of the environment or hazardous substances and except liability which is adjudicated to have resulted from its negligence or willful default in connection with any action so taken.

(m) All moneys received by the Bond Trustee or any Paying Agent shall, until used or applied or invested as provided in this Bond Indenture or in the Tax Exemption Agreement, be held in trust for the purposes for which they were received but need not be segregated from other funds except to the extent required by law, by this Bond Indenture or by the Tax Exemption Agreement. Neither the Bond Trustee nor any Paying Agent shall be under any liability for interest on any moneys received hereunder.

The Bond Trustee is hereby authorized to enter into an indenture with the Borrowers providing for the issuance of bonds by the Borrowers to be exchanged for the Bonds upon the conditions described in Section 6.13 of the Loan Agreement. Such indenture shall include the terms and provisions described in Section 6.13 of the Loan Agreement and any and all powers, rights and immunities of the Bond Trustee contained herein shall equally apply with respect to such indenture.

*Section 802. Fees, Charges and Expenses of the Bond Trustee, the Bond Registrar and the Authority.* The Bond Trustee, Bond Registrar and Authority shall be entitled to payment and reimbursement for reasonable fees for their respective services rendered hereunder and all advances, counsel fees and other expenses reasonably made or incurred by the Bond Trustee, Bond Registrar and Authority in connection with such services and in connection with entering into this Bond Indenture, including any such fees and expenses incurred in connection with action taken hereunder.

The Authority shall require the Borrowers, pursuant to the Loan Agreement, to indemnify and hold harmless the Bond Trustee against any liabilities which the Bond Trustee may incur in the exercise and performance of its powers and duties hereunder and under any other agreement referred to herein which are not due to the Bond Trustee's negligence or willful misconduct, and

for any reasonable fees and expenses of the Bond Trustee to the extent funds are not available under this Bond Indenture for the payment thereof. The rights of the Bond Trustee under this Section 802 shall survive the payment in full of the Bonds and the discharge of this Bond Indenture. As security for the payment of its fees and expenses, the Bond Trustee shall have a lien on the funds and accounts held hereunder (except the Rebate Fund) prior to the lien of the Bonds.

When the Bond Trustee incurs expenses or renders services after an event of default specified in Section 702 occurs, the reasonable expenses and the compensation for services (including the reasonable fees and expenses of its agents and counsel) are intended to constitute expenses of administration under applicable bankruptcy law.

*Section 803. Notice to Bondholders If Default Occurs.* If a default occurs, the Bond Trustee shall give written notice thereof by first class mail or an overnight delivery service, postage prepaid, to the Authority and the registered owners of all Bonds then Outstanding as shown on the Bond Register.

*Section 804. Intervention by Bond Trustee.* In any judicial proceeding to which the Authority is a party and which in the opinion of the Bond Trustee and its counsel has a substantial bearing on the interests of owners of the Bonds, the Bond Trustee may intervene on behalf of Bondholders and, subject to the provisions of Section 801(a), shall do so if requested in writing by the owners of at least 25% in aggregate principal amount of all Series 2021 Bonds then Outstanding. The rights and obligations of the Bond Trustee under this Section are subject to the approval of a court of competent jurisdiction.

*Section 805. Successor Bond Trustee.* Any corporation or association into which the Bond Trustee may be converted or merged, or with which it may be consolidated, or to which it may sell or transfer its corporate trust business and assets as a whole or substantially as a whole, or any corporation or association resulting from any such conversion, sale, merger, consolidation or transfer to which it is a party, *provided* such corporation or association is otherwise eligible under Section 806, shall be and become successor Bond Trustee hereunder and vested with all of the title to the whole property or trust estate and all the trusts, powers, discretions, immunities, privileges and all other matters as was its predecessor, without the execution or filing of any instrument or any further act, deed or conveyance on the part of any of the parties hereto, anything herein to the contrary notwithstanding.

*Section 806. Bond Trustee Required; Eligibility.* There shall at all times be a Bond Trustee hereunder which shall be a bank or trust company organized and in good standing under the laws of the United States of America or any State or the District of Columbia, authorized to exercise corporate trust powers, subject to supervision or examination by federal or state authorities, and having, with its parent bank or trust company, a reported combined capital and surplus of not less than \$50,000,000. Every such Bond Trustee shall have an operations group of at least four (4) experienced trust officers, with primary responsibility for municipal bond issues and shall have at least twenty-five (25) municipal bond indentures aggregating at least \$25,000,000 under its administration. If at any time the Bond Trustee shall cease to be eligible in accordance with the provisions of this Section, it shall resign immediately in the manner

provided in Section 807. No resignation or removal of the Bond Trustee and no appointment of a successor Bond Trustee shall become effective until the successor Bond Trustee has accepted its appointment under Section 810 hereof. If a successor Bond Trustee shall not have accepted its appointment under Section 810 hereof within 30 days of a notice of resignation or removal of the current Bond Trustee, the Bond Trustee may apply to a court of competent jurisdiction to appoint a successor Bond Trustee to act until such time, if any, as a successor shall have so accepted its appointment. All costs, fees and expenses related to such application to any court shall be paid by the Borrowers.

*Section 807. Resignation by the Bond Trustee.* The Bond Trustee and any successor Bond Trustee may at any time resign from the trusts hereby created by executing any instrument in writing resigning such trusts and specifying the date when such resignation shall take effect, and filing the same with the Authority, the Borrowers not less than 45 days before the date specified in such instrument when such resignation shall take effect, and by giving notice to such resignation to each registered owner of Bonds then Outstanding by first class mail, postage prepaid, not less than 20 days prior to such resignation date.

*Section 808. Removal of the Bond Trustee.* The Bond Trustee may be removed at any time by an instrument or concurrent instruments in writing delivered to the Bond Trustee and the Authority by the owners of a majority in aggregate principal amount of the Series 2021 Bonds then Outstanding. So long as no default has occurred and is continuing under this Bond Indenture or the Loan Agreement, the Bond Trustee may be removed at any time by an instrument in writing signed by the Authority, upon the written request of the Borrowers, and delivered to the Bond Trustee and the owners of all Bonds then Outstanding. Such notice shall be mailed by first class mail postage prepaid to the owners of such Bonds then Outstanding at the address of such owners then shown on the Bond Register.

*Section 809. Appointment of Successor Bond Trustee by the Bondholders; Temporary Bond Trustee.* In the event that the Bond Trustee, Bond Registrar or Paying Agent hereunder shall give notice of resignation or be removed, or be dissolved, or shall be in the course of dissolution or liquidation, or otherwise become incapable of acting hereunder, or in case it shall be taken under the control of any public office or offices, or of a receiver appointed by a court, the owners of a majority in aggregate principal amount of Series 2021 Bonds then Outstanding, may appoint a successor trustee and shall confirm such appointment in writing delivered personally or sent by first class mail, postage prepaid, to the Authority, retiring Bond Trustee, successor Bond Trustee, Bond Registrar or successor Bond Registrant, Paying Agent or successor Paying Agent and the Borrowers. Pending such appointment by the Bondholders, the Authority may, with the consent of the Borrowers (to the extent that no "Event of Default" shall have occurred and be continuing under the Loan Agreement), appoint a temporary successor Bond Trustee, Bond Registrar or Paying Agent by an instrument in writing signed by an authorized officer of the Authority, a copy of which shall be delivered personally or sent by first class mail, postage prepaid, to the retiring Bond Trustee, successor Bond Trustee Bond Registrar or successor Bond Registrar, Paying Agent or successor Paying Agent, the Borrowers and the Bondholders. If no permanent successor Bond Trustee shall have been appointed by the Bondholders within the six (6) calendar months next succeeding the month during which the Authority appoints such temporary Bond Trustee, such temporary Bond Trustee shall without

further action on the part of the Authority or the Bondholders become the permanent successor Bond Trustee.

*Section 810. Judicial Appointment of Successor Trustee.* If the registered owners or the Authority fail to so appoint a successor Bond Trustee (whether permanent or temporary), Bond Registrar or Paying Agent as provided in Section 809 hereunder within forty-five (45) days after the Bond Trustee, Bond Registrar or Paying Agent has given notice of its resignation, has been removed, has been dissolved, has otherwise become incapable of acting hereunder or has been taken under control by a public officer or receiver, the Bond Trustee, Bond Registrar or Paying Agent shall have the right to petition a court of competent jurisdiction to appoint a successor hereunder. Every such Bond Trustee appointed pursuant to the provisions of Section 809 or this Section 810 shall meet the eligibility requirements set forth in Section 806 hereof.

*Section 811. Concerning Any Successor Bond Trustees.* Every successor Bond Trustee appointed hereunder shall execute, acknowledge and deliver to its predecessor and also to the Authority an instrument in writing accepting such appointment hereunder, and thereupon such successor, without any further act, deed or conveyance, shall become fully vested with all the estates, properties, rights, powers, trusts, duties and obligations of its predecessor; but such predecessor shall, nevertheless, on the written request of the Authority, or of its successor, execute and deliver an instrument transferring to such successor Bond Trustee all the estates, properties, rights, powers and trusts of such predecessor hereunder; and every predecessor Bond Trustee shall deliver all securities and moneys held by it as Bond Trustee hereunder to its successors. Should any instrument in writing from the Authority be required by any successor Bond Trustee for more fully and certainly vesting in such successor the estate, rights, powers and duties hereby vested or intended to be vested in the predecessor, any and all such instruments in writing shall, on request, be executed, acknowledged and delivered by the Authority, *provided* that any such instrument shall be in a form acceptable to the Authority. The resignation of any Bond Trustee and the instrument or instruments removing any Bond Trustee and appointing a successor hereunder, together with all other instruments provided for in this Article, shall be filed and/or recorded by the successor Bond Trustee in each recording office, if any, where this Bond Indenture shall have been filed and/or recorded.

*Section 812. Bond Trustee Protected in Relying upon Resolution, Etc.* The resolutions, opinions, certificates and other instruments provided for in this Bond Indenture may be accepted by the Bond Trustee as conclusive evidence of the facts and conclusions stated therein and shall be full warrant, protection and authority to the Bond Trustee for the release of property and the withdrawal of cash hereunder.

*Section 813. Successor Bond Trustee as Trustee of Funds, Paying Agent and Bond Registrar.* In the event of a change in the office of Bond Trustee, the predecessor Bond Trustee which has resigned or been removed shall cease to be trustee of the Revenue Fund, the Interest Fund, the Bond Sinking Fund, the Optional Redemption Fund, the Debt Service Reserve Fund and any other funds provided hereunder and bond registrar and Paying Agent for principal of, premium, if any, and interest on the Bonds, and the successor Bond Trustee shall become such Bond Trustee, bond registrar and Paying Agent unless a separate Paying Agent or Agents are appointed by the Authority in connection with the appointment of any successor Bond Trustee.

*Section 814. Bond Trustee's Agent.* The Bond Trustee may appoint a Bond Trustee's Agent with the power to act subject to its direction in the authentication, delivery, payment, transfer and exchange of Bonds, and in the holding of funds hereunder, as fully to all intents and purposes as though the Bond Trustee's Agent had been expressly authorized hereunder to authenticate, deliver, transfer and exchange Bonds, make payments on the Bonds or hold funds.

*Section 815. Representations, Warranties and Covenants of the Bond Trustee.* All Federal, State and local governmental, public, and regulatory authority approvals, consents, notices, authorizations, registrations, licenses, exemptions, and filings that are required to have been obtained or made by the Bond Trustee with respect to the authorization, execution, delivery, and performance by, or the enforcement against or by, the Bond Trustee of the Bond Indenture have been obtained and are in full force and effect and all conditions of such approvals, consents, notices, authorizations, registrations, licenses, exemptions, and filings have been fully complied with. The Bond Trustee is not (i) required to qualify or obtain any certificate of authority to do business in the State of Illinois or (ii) subject to any filing requirement to make any or pay any fees or taxes required of foreign entities doing business in the State of Illinois, in either case solely as a result of executing, delivering or performing the Bond Indenture. The Bond Trustee meets the eligibility requirements set forth in Section 806 hereof.

## ARTICLE IX

### SUPPLEMENTAL BOND INDENTURES

*Section 901. Supplemental Bond Indentures Not Requiring Consent of Bondholders.* Subject to the limitations set forth in Section 902 hereof with respect to this Section 901, the Authority and the Bond Trustee may, without the consent of, or notice to, any of the Bondholders, enter into an indenture or indentures supplemental to this Bond Indenture, as shall not be inconsistent with the terms and provisions hereof, for any one or more of the following purposes:

- (a) to cure any ambiguity or formal defect or omission in this Bond Indenture;
- (b) to grant to or confer upon the Bond Trustee for the benefit of the Bondholders any additional rights, remedies, powers or authority that may lawfully be granted to or conferred upon the Bondholders and the Bond Trustee, or either of them;
- (c) to assign and pledge under or to subject to this Bond Indenture additional revenues, properties or collateral;
- (d) to evidence the appointment of a separate trustee or the succession of a new bond trustee hereunder;
- (e) to permit the qualification of this Bond Indenture under the Trust Indenture Act of 1939, as then amended, or any similar federal statute hereafter in effect or to permit the qualification of the Bonds for sale under the securities laws of any state of the United States;

(f) to permit the issuance of coupon bonds of any series hereunder and to permit the exchange of bonds from registered form to coupon form and vice versa;

(g) to establish and administer an escrow fund relating to a refunding or advance refunding and to take related action in connection therewith;

(h) to modify, amend or supplement this Bond Indenture or any indenture supplement hereto in such manner as to permit certificated Bonds;

(i) to modify, amend or supplement this Bond Indenture or any indenture supplemental hereto in such manner as to permit continued compliance with the Tax Exemption Agreement; and

(j) to make any other change that, in the judgment of the Bond Trustee, does not materially adversely affect the rights of any Bondholders.

The Authority and the Bond Trustee may not enter into a bond indenture or indentures supplemental to this Bond Indenture pursuant to paragraph (f) of this Section 901 unless they shall have received an Opinion of Bond Counsel to the effect that the issuance of coupon Bonds will not adversely affect the validity or enforceability in accordance with their terms of such Bonds or adversely affect any exemption for purposes of federal income taxation to which the interest paid on any Bonds would otherwise be entitled.

*Section 902. Supplemental Bond Indentures Requiring Consent of Bondholders.* In addition to supplemental indentures covered by Section 901 hereof and subject to the terms and provisions contained in this Section, and not otherwise, the owners of not less than a majority in aggregate principal amount of the Series 2021 Bonds which are Outstanding hereunder at the time of the execution of such supplemental indenture shall have the right, from time to time, anything contained in this Bond Indenture to the contrary notwithstanding, to consent to and approve the execution by the Authority and the Bond Trustee of such indenture or indentures supplemental hereto as shall be acceptable to the Authority for the purpose of modifying, altering, amending, adding to or rescinding, in any particular, any of the terms or provisions contained in this Bond Indenture or in any supplemental indenture; *provided, however,* that nothing contained in this Section or in Section 901 hereof shall permit, or be construed as permitting a supplemental indenture to effect: (a) an extension of the stated maturity or reduction in the principal amount of, or reduction in the rate or extension of the time of paying of interest on, or reduction of any premium payable on the redemption of any Bonds without the consent of the owners of such Bonds; (b) the creation of any lien prior to or on a parity with the lien of this Bond Indenture, without the consent of the owners of all the Bonds at the time Outstanding; (c) a reduction in the aforesaid aggregate principal amount of Bonds the owners of which are required to consent to any such supplemental indenture, without the consent of the owners of all the Bonds at the time Outstanding which would be affected by the action to be taken; or (d) a modification of the rights, duties or immunities of the Bond Trustee, without the written consent of the Bond Trustee.

If at any time the Authority shall request the Bond Trustee to enter into any such supplemental indenture for any of the purposes of this Section, the Bond Trustee shall, upon being satisfactorily indemnified with respect to fees and expenses, cause notice of the proposed execution of such supplemental indenture to be mailed to each owner of Bonds as shown on the Bond Register. Such notice shall briefly set forth the nature of the proposed supplemental indenture and shall state that copies thereof are on file at the designated corporate trust office of the Bond Trustee for inspection by all Bondholders. The Bond Trustee shall not, however, be subject to any liability to any Bondholder by reason of its failure to mail such notice, and any such failure shall not affect the validity of such supplemental indenture when consented to and approved as provided in this Section. If the owners of the requisite principal amount of Bonds which are Outstanding hereunder at the time of the execution of any such supplemental indenture shall have consented to and approved the execution thereof as herein provided, no owner of any Bond shall have any right to object to any of the terms and provisions contained therein, or the operation thereof, or in any manner to question the propriety of the execution thereof, or to enjoin or restrain the Bond Trustee or the Authority from executing the same or from taking any action pursuant to the provisions thereof. Upon the execution of any such supplemental indenture as in this Section permitted and provided, this Bond Indenture shall be and be deemed to be modified and amended in accordance therewith.

*Section 903. Consent of the Borrowers and the Obligated Group.* Anything herein to the contrary notwithstanding, so long as the Members of the Obligated Group are not in default under the Master Indenture or the Borrowers are not in default under the Loan Agreement, a supplemental indenture under this Article IX which adversely affects the rights of the Borrowers under the Loan Agreement or the Borrowers or any Member under the Master Indenture shall not become effective unless and until the Borrowers shall have consented in writing to the execution and delivery of such supplemental indenture. In this regard, the Bond Trustee shall cause notice of the proposed execution and delivery of any such supplemental indenture to which the Borrowers have not already consented, together with a copy of the proposed supplemental indenture and a written consent form to be signed by the Borrowers to be mailed by certified or registered mail to the Borrowers at least 30 days prior to the proposed date of execution and delivery of any such supplemental indenture.

## **ARTICLE X**

### **AMENDMENTS TO THE LOAN AGREEMENT**

*Section 1001. Amendments, Etc. to Loan Agreement Not Requiring Consent.* Subject to the terms and provisions of Section 1003 of this Bond Indenture, the Authority and the Borrowers may, with the prior written consent of the Bond Trustee, amend or modify the Loan Agreement, or any provision thereof, or may consent to the amendment or modification thereof, in any manner not inconsistent with the terms and provisions of this Bond Indenture, for any one or more of the following purposes: (a) to cure any ambiguity or formal defect in the Loan Agreement; (b) to grant to or confer upon the Authority or Bond Trustee, for the benefit of the Bond Owners, any additional rights, remedies, powers or authorities that lawfully may be granted to or conferred upon the Authority or the Bond Trustee; (c) to amend or modify the Loan Agreement, or any part thereof, in any manner specifically required or permitted by the terms

thereof, including, without limitation, as may be necessary to maintain the exclusion from gross income for purposes of federal income taxation of the interest on the Bonds; (d) to provide that the Bonds may be secured by a credit facility or other additional security not otherwise provided for in this Bond Indenture or the Loan Agreement, (e) to modify, amend or supplement the Loan Agreement, or any part thereof, or any supplement thereto, in such manner as the Bond Trustee and Borrowers deem necessary in order to comply with any statute, regulation, judicial decision or other law relating to secondary market disclosure requirements with respect to tax-exempt obligations of the type that includes the Bonds; (f) to provide that Bonds may be secured by additional security not otherwise provided for in the Bond Indenture or the Loan Agreement; (g) to provide for the appointment of a successor securities depository; (h) to provide for the availability of certificated Bonds; and (i) to make any other change which does not, in the opinion of the Bond Trustee, have a material adverse effect upon the interests of the Bondholders. In addition, subject to the terms and provisions contained in Section 1003 hereof, the Bond Trustee may grant such waivers of compliance by the Borrowers with the provisions of the Loan Agreement as to which the Bond Trustee may deem necessary or desirable to effectuate the purposes of the intent of the Loan Agreement and which, in the opinion of the Bond Trustee, do not have a material adverse effect upon the interests of the Bondholders, *provided* that the Bond Trustee shall file with the Authority any and all such waivers granted by the Bond Trustee within three (3) business days thereof.

*Section 1002. Amendments, Etc. to Loan Agreement Requiring Consent of Bondholders.* Except for the amendments, changes or modifications as provided in Section 1001 hereof, neither the Authority nor the Bond Trustee shall consent to any other amendment, change or modification of the Loan Agreement without the written approval or consent, given and procured as in this Section provided, of the owners of not less than a majority in aggregate principal amount of the Series 2021 Bonds which are Outstanding hereunder at the time of execution of any such amendment, change or modification or in case less than all of the several series of Bonds then Outstanding are affected thereby, the owners of not less than a majority in aggregate principal amount of the Bonds of each series so affected which are Outstanding hereunder at the time of execution of any such amendment, change or modification; *provided* that if such amendment, change or modification will, by its terms, not take effect so long as any Bonds of a specified series remain Outstanding, the consent of the owners of such Bonds shall not be required; *provided, further*, that nothing contained in this Section or in Section 1001 hereof shall permit, or be construed as permitting an amendment, changes or modifications to the Loan Agreement to effect: (a) an extension of the stated maturity or reduction in the principal amount of, or reduction in the rate or extension of the time of paying of interest on, or reduction of any premium payable on the redemption of any Bonds without the consent of the owners of such Bonds; (b) the creation of any lien prior to or on a parity with the lien of the Bond Indenture, without the consent of the owners of all the Bonds at the time Outstanding or (c) a reduction in the aforesaid aggregate principal amount of Bonds the owners of which are required to consent to any such amendment, without the consent of the owners of all the Bonds at the time Outstanding which would be affected by the action to be taken. If at any time the Authority and the Borrowers shall request the consent of the Bond Trustee to any such proposed amendment, change or modification of the Loan Agreement, the Bond Trustee shall, upon being satisfactorily indemnified with respect to fees, expenses and liability, cause notice of such proposed amendment, change or modification to be given in the same manner as provided by Section 902



hereof with respect to supplemental indentures. Such notice shall briefly set forth the nature of such proposed amendment, change or modification and shall state that copies of the instrument embodying the same are on file at the designated office of the Bond Trustee for inspection by all Bondholders. The Bond Trustee shall not, however, be subject to any liability to any Bondholder by reason of its failure to give such notice, and any such failure shall not affect the validity of such amendment, change or modification when consented to and approved as provided in this Section. If the owners of not less than a majority in aggregate principal amount of the Bonds Outstanding hereunder at the time of the execution of any such amendment, change or modification (or the owners of not less than a majority in aggregate principal amount of the Bonds of each series so affected then Outstanding, as the case may be) shall have consented to and approved the execution thereof as herein provided, no owner of any Bond shall have any right to object to any of the terms and provisions contained therein, or the operation thereof, or in any manner to question the propriety of the execution thereof, or to enjoin or restrain the Bond Trustee or the Authority from executing the same or from taking any action pursuant to the provisions thereof.

*Section 1003. No Amendment May Alter the Series 2021 Obligation.* Under no circumstances shall any amendment to the Loan Agreement alter the Series 2021 Obligation pledged hereunder regarding the payments of principal, premium, if any, and interest thereon, without the consent of the owners of all the Bonds Outstanding.

## ARTICLE XI

### SATISFACTION OF THIS BOND INDENTURE

*Section 1101. Provision for Payment.* If the Authority shall pay or provide for the payment of the entire indebtedness on all Bonds (including, for the purposes of this Section 1101, Bonds held by any Member of the Obligated Group) Outstanding in any one or more of the following ways:

(a) by paying or causing to be paid the principal of (including redemption premium, if any) and interest on all Bonds Outstanding, as and when the same become due and payable;

(b) by depositing with the Bond Trustee, in trust, at or before maturity, moneys in an amount sufficient to pay or redeem (when redeemable) all Bonds Outstanding (including the payment of premium, if any, and interest payable on such Bonds to the maturity or redemption date thereof), *provided* that such moneys, if invested, shall be invested in noncallable Government Obligations in an amount, without consideration of any income or increment to accrue thereon, sufficient to pay or redeem (when redeemable) and discharge the indebtedness on all Bonds Outstanding at or before their respective maturity dates; it being understood that the investment income on such Government Obligations may be used for any other purpose under the Act;

(c) by delivering to the Bond Trustee, for cancellation by it, all Bonds Outstanding;  
or

(d) by depositing with the Bond Trustee, in trust, noncallable Government Obligations in such amount as will, together with the income or increment to accrue thereon, without consideration of any reinvestment thereof, and any uninvested cash, be fully sufficient to pay or redeem (when redeemable) and discharge the indebtedness on all Bonds Outstanding at or before their respective maturity dates;

and if the Authority shall pay or cause to be paid all other sums payable hereunder by the Authority, this Bond Indenture and the estate and rights granted hereunder shall cease, determine, and become null and void, and thereupon the Bond Trustee shall, upon Written Request of the Authority, and upon receipt by the Bond Trustee of an Officer's Certificate and an opinion of Independent Counsel addressed to the Bond Trustee, each stating that in the opinion of the signers all conditions precedent to the satisfaction and discharge of this Bond Indenture have been complied with, forthwith execute proper instruments acknowledging satisfaction of and discharging this Bond Indenture and the lien hereof.

The satisfaction and discharge of this Bond Indenture shall be without prejudice to the rights of the Bond Trustee to charge and be reimbursed by the Authority and the Borrowers for any fees and expenditures which it may thereafter incur in connection herewith.

Any moneys, funds, securities, or other property remaining on deposit in the Revenue Fund, Interest Fund, Bond Sinking Fund, Optional Redemption Fund, Debt Service Reserve Fund or in any other fund or investment under this Bond Indenture (other than said Government Obligations or other moneys deposited in trust as above provided) shall, upon the full satisfaction of this Bond Indenture, forthwith be transferred, paid over and distributed to the Authority and the Borrowers, as their respective interests may appear.

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

*Section 1102. Liability of Authority Not Discharged.* Upon the deposit with the Bond Trustee, in trust, at or before maturity, of money or noncallable Government Obligations in the necessary amount to pay or redeem all Outstanding Bonds (whether upon or prior to their maturity or the redemption date of such Bonds) and compliance with the other payment requirements of Section 1101, *provided* that if such Bonds are to be redeemed prior to the maturity thereof, notice of such redemption shall have been given as in Article V herein provided, or provisions satisfactory to the Bond Trustee shall have been made for the giving of such notice, and subject to the provisions of Section 1104, this Bond Indenture may be discharged in accordance with the provisions hereof, but the liability of the Authority in respect of the Bonds shall continue, *provided* that the owners thereof shall thereafter be entitled to payment only out of the moneys or the Government Obligations deposited with the Bond Trustee as aforesaid.

*Section 1103. Provision for Payment of a Particular Series of Bonds or Any Portion Thereof.* If the Authority shall pay or provide for the payment of the entire indebtedness on all

Bonds (including for purposes of this Section 1103 Bonds held by any Member of the Obligated Group) of a particular series or any portion of a particular series, in one or more of the following ways:

(a) by paying or causing to be paid the principal of (including premium, if any) and interest on all Bonds of such series Outstanding or any such portion thereof as and when the same shall become due and payable;

(b) by depositing with the Bond Trustee, in trust, at or before maturity, moneys in an amount sufficient to pay or redeem (when redeemable) such portion of the Bonds (including the payment of premium, if any, and interest payable on all Bonds of such series Outstanding or any such portion thereof to the maturity or redemption date thereof), *provided* that such moneys, if invested, shall be invested in noncallable Government Obligations in an amount, without consideration of any income or increment to accrue thereon, sufficient to pay or redeem (when redeemable) and discharge the indebtedness on all Bonds of such series Outstanding or any such portion thereof at or before their respective maturity dates; it being understood that the investment income on such Government Obligations may be used for any other purpose under the Act;

(c) by delivering to the Bond Trustee, for cancellation by it, all Bonds of such series Outstanding or any such portion thereof; or

(d) by depositing with the Bond Trustee, in trust, noncallable Government Obligations in such amount as will, together with the income or increment to accrue thereon without consideration of any reinvestment thereof, and any uninvested cash, be fully sufficient to pay or redeem (when redeemable) and discharge the indebtedness on all Bonds of such series Outstanding or any such portion thereof at or before their respective maturity dates;

(e) and if the Authority shall also pay or cause to be paid all other sums payable hereunder by the Authority with respect to all Bonds of such series Outstanding or any such portion thereof, and, upon the request of the Authority or the Bond Trustee, if such Bonds of such Series or any such portion thereof are to be redeemed prior to the maturity thereof, notice of such redemption shall have been given as in Article V of this Bond Indenture provided or provisions satisfactory to the Bond Trustee shall have been made for the giving of such notice, such Bonds shall cease to be entitled to any lien, benefit or security under this Bond Indenture. The liability of the Authority in respect of such Bonds shall continue but the owners thereof shall thereafter be entitled to payment (to the exclusion of all other Bondholders) only out of the moneys or Government Obligations deposited with the Bond Trustee as aforesaid.

*Section 1104. When Refunding Is Not Permitted.* None of the Bonds Outstanding hereunder may be refunded as aforesaid nor may this Bond Indenture be discharged if under any circumstances such refunding or discharge would result in the loss of any exemption for purposes of federal income taxation to which interest on the Bonds would otherwise be entitled. As a condition precedent to the refunding or defeasance pursuant to this Article XI of any Bonds Outstanding hereunder, the Bond Trustee shall receive (i) an Opinion of Bond Counsel to the effect that such refunding will not result in the loss of any exemption for purposes of federal

income taxation to which the interest on such Bonds would otherwise be entitled, notwithstanding the satisfaction and discharge of this Bond Indenture and (ii) upon the request of the Authority or the Bond Trustee, a verification report of independent certified public accountants (or another Consultant acceptable to the Bond Trustee) with respect to the sufficiency of the moneys and Government Obligations deposited with the Bond Trustee, upon which the Bond Trustee may rely.

*Section 1105. Redemption after Satisfaction of Indenture.* Notwithstanding anything to the contrary herein, upon the provision for payment of the Bonds or a portion thereof as specified in Section 1101(b) or (d) or Section 1103(b) or (d), the optional redemption provisions of Sections 501 of this Bond Indenture allowing such Bonds to be called prior to maturity upon proper notice (notwithstanding provision for the payment of such Bonds having been made through a date after the first optional redemption date provided for in Section 501 hereof) shall remain available to the Authority, upon direction of the Borrowers unless, in connection with making the deposits referred to in those sections, the Authority, at the direction of the Borrowers, shall have irrevocably elected to waive any future right to call the Bonds or portions thereof for redemption prior to maturity. Notwithstanding anything to the contrary herein, upon provision for payment of the Bonds or any portion thereof prior to the maturity thereof as specified in Section 1101(b) or (d) of Section 1103(b) or (d), the Authority, at the direction of the Borrowers, may elect to restructure any escrow deposit account and to pay such Bonds on the respective maturity dates therefor unless, in connection with making the deposits referred to in such sections, the Authority, at the direction of the Borrowers shall have irrevocably elected to waive the right to provide for the payment of such Bonds on their respective maturity dates. No such redemption or restructuring shall occur, however, unless the Borrowers shall deliver on behalf of the Authority to the Bond Trustee (a) United States Government Obligations and/or cash sufficient to discharge such Bonds (or portion thereof) on the redemption date or dates selected, (b) an opinion of an independent certified public accountant verifying that such United States Government Obligations, together with the expected earnings thereon, and/or cash will be sufficient to provide for the payment of such Bonds to the redemption or maturity dates, and (c) an opinion of Bond Counsel (which opinion may be based upon a ruling or rulings of the Internal Revenue Service) to the effect that such earlier redemption or restructuring, will not result in the loss of any exemption for purposes of federal income taxation to which interest on the Bonds would otherwise be entitled. The Bond Trustee will give written notice of any such redemption or restructuring to the owners of the Bonds affected thereby.

## ARTICLE XII

### MANNER OF EVIDENCING OWNERSHIP OF BONDS; BONDS HELD BY BORROWERS

*Section 1201. Proof of Ownership; Bonds owned by Borrowers or Authority.* Any request, direction, consent or other instrument provided by this Bond Indenture to be signed and executed by the Bondholders may be in any number of concurrent writings of similar tenor and may be signed or executed by such Bondholders in person or by an agent appointed in writing. Proof of the execution of any such request, direction or other instrument or of the writing appointing any such agent and of the ownership of Bonds, if made in the following manner, shall

be sufficient for any of the purposes of this Bond Indenture and shall be conclusive in favor of the Bond Trustee and the Authority, with regard to any action taken by them, or either of them, under such request or other instrument, namely:

(a) the fact and date of the execution by any person of any such writing may be proved by the certificate of any officer in any jurisdiction who by law has power to take acknowledgments in such jurisdiction, that the person signing such writing acknowledged before him the execution thereof, or by the affidavit of a witness of such execution; and

(b) the ownership of Bonds and the amounts and registration numbers of such Bonds and the date of owning the same shall be proved by the Bond Register.

Any action taken or suffered by the Bond Trustee pursuant to any provision of this Bond Indenture, upon the request or with the assent of any person who at the time is the owner of any Bond or Bonds, shall be conclusive and binding upon all future owners of the same Bond or Bonds.

Bonds then owned by the Authority or any Member of the Obligated Group shall not be counted for the purposes of any consents required hereunder by owners of the Bonds or directions to the Bond Trustee with respect to any rights or remedies hereunder. For so long as Bonds hereunder are held by Persons other than the Authority or Members, the Bond Trustee shall take no action at the direction of the Authority or Member, in their capacity as owner of the Bonds.

## ARTICLE XIII

### MISCELLANEOUS

*Section 1301. Limitation of Rights.* With the exception of rights herein expressly conferred, nothing expressed or mentioned in or to be implied from this Bond Indenture or the Bonds is intended or shall be construed to give to any person other than the parties hereto and the owners of the Bonds, any legal or equitable right, remedy or claim under or in respect to this Bond Indenture or any covenants, conditions and provisions herein contained; this Bond Indenture and all of the covenants, conditions and provisions hereof being intended to be and being for the sole and exclusive benefit of the parties hereto and the owners of the Bonds as herein provided.

*Section 1302. Unclaimed Moneys.* Any moneys deposited with the Bond Trustee by or on behalf of the Authority in accordance with the terms and covenants of this Bond Indenture in order to redeem or pay any Bond in accordance with the provisions of this Bond Indenture and remaining unclaimed by the owners of the Bond for four years after the final maturity of all Bonds issued hereunder or the redemption date of all the Bonds shall, if the Authority is not at the time to the knowledge of the Bond Trustee in default with respect to any of the terms and conditions of this Bond Indenture or in the Bonds contained and the Borrowers are not in default with respect to any of the terms and conditions of the Loan Agreement, be repaid by the Bond Trustee to the Borrowers; and thereafter the owners of the Bond shall be entitled to look only to

the Authority for payment thereof, *provided* that the Authority shall be obligated to make such payment only to the extent it obtains funds therefor from the Borrowers pursuant to Section 6.10 of the Loan Agreement. The Bond Trustee, before being required to make any such repayment, shall, at the expense of the Borrowers, mail to the registered owners of the Bonds, at the address that last appears on the Bond Register, a notice to the effect that said moneys have not been so applied and that after the date named in said notice any unclaimed balance of said moneys then remaining shall be paid to the Borrowers. The Borrowers shall indemnify and save the Bond Trustee harmless from any and all loss, costs, liability and expense suffered or incurred by the Bond Trustee by reason of having returned any such moneys to the Authority as herein provided.

*Section 1303. Severability.* If any provision of this Bond Indenture shall be held or deemed to be or shall, in fact, be inoperative or unenforceable as applied in any particular case in any jurisdiction or jurisdictions or in all jurisdictions, or in all cases because it conflicts with any other provision or provisions or any constitution or statute or rule of public policy, or for any other reason, such circumstances shall not have the effect of rendering the provision in question inoperative or unenforceable in any other case or circumstance, or of rendering any other provision or provisions herein contained invalid, inoperative, or unenforceable to any extent whatever.

The invalidity of any one or more phrases, sentences, clauses or Sections in this Bond Indenture contained shall not affect the remaining portions of this Bond Indenture or any part thereof.

*Section 1304. Notices.* Unless otherwise specifically provided herein, any notice, request, complaint, demand, communication or other paper shall be sufficiently given and shall be deemed given when the same are: (i) deposited in the United States mail and sent by first class mail, postage prepaid, or (ii) delivered, in each case to the parties at the addresses set forth below or at such other address as a party may designate by notice to the other parties:

To the Authority:

Illinois Finance Authority  
P.O. Box 641249  
Chicago, Illinois 60664  
Attention: Executive Director

with a copy to:

Illinois Finance Authority  
P.O. Box 641249  
Chicago, Illinois 60664  
Attention: General Counsel

To the Borrowers:

c/o Timothy Place, NFP  
18601 North Creek Drive, Suite A  
Tinley Park, Illinois 60477  
Attention: Chief Executive Officer  
Telephone: (708) 342-8100  
Telecopier: (708) 342-8000

To the Bond Trustee:

UMB Bank, National Association  
120 South Sixth Street, Suite 400  
Minneapolis, Minnesota 55402  
Attention: Virginia Housum  
Telephone: (612) 337-7003

Any notice given pursuant to the terms hereof to the Bond Trustee shall also be given to the Bond Trustee's Agent. Notices shall be given to the Bond Trustee's Agent at the address furnished to the respective parties from time to time by the Bond Trustee.

*Section 1305. Bond Trustee as Paying Agent and Registrar.* The Bond Trustee is hereby designated and agrees to act as principal Paying Agent and bond registrar for and in respect to the Bonds.

*Section 1306. Counterparts.* This Bond Indenture may be simultaneously executed in several counterparts, each of which shall be an original and all of which shall constitute but one and the same instrument.

*Section 1307. Governing Law.* This Bond Indenture shall be governed by and construed in accordance with the laws of the State of Illinois.

*Section 1308. Provisions for Payment of Expenses.* The Authority shall not be obligated to execute any documents or take any other action under or pursuant to this Bond Indenture, the Loan Agreement, the Series 2021 Obligation or any other document in connection with the Bonds unless and until provision for the payment of expenses of the Authority, including legal counsel fees, shall have been made. Provisions for expenses shall be deemed to have been made upon arrangements reasonably satisfactory to the Authority for the provision of expenses being agreed upon by the Authority and the party requesting such execution.

*Section 1309. Immunity of Officers, Employees and Members of Authority.* No recourse shall be had for the payment of the principal of, premium, if any, and interest on any of the Bonds or for any claim based thereon or upon any obligation, covenant or agreement contained in the Bond Indenture or Loan Agreement against any past, present or future member, officer, agent or employee of the Authority, or any incorporator, member, officer, employee, director or trustee of any successor corporation, as such, either directly or through the Authority or any successor corporation, under any rule of law or equity, statute or constitution or by the

enforcement of any assessment or penalty or otherwise, and all such liability of any such incorporator, member, officer, employee, director, agent or trustee as such is hereby expressly waived and released as a condition of and consideration for the execution of this Bond Indenture or the Loan Agreement and the issuance of the Bonds.

*Section 1310. Payments Due on Non-Business Days.* If a payment date is not a business day at the place of payment, then payment may be made at that place on the next business day, and no interest shall accrue for the intervening period.



IN WITNESS WHEREOF, the ILLINOIS FINANCE AUTHORITY has caused these presents to be signed in its name and on its behalf by its Executive Director and to evidence its acceptance of the trusts hereby created, UMB BANK, NATIONAL ASSOCIATION has caused these presents to be signed in its name and on its behalf by one of its duly authorized officers, all as of the day and year first above written.

ILLINOIS FINANCE AUTHORITY

By: \_\_\_\_\_  
Executive Director

UMB BANK, NATIONAL ASSOCIATION,  
as Bond Trustee

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

**EXHIBIT A  
(FORM OF SERIES 2021 REGISTERED BOND)**

UNITED STATES OF AMERICA  
STATE OF ILLINOIS  
ILLINOIS FINANCE AUTHORITY  
REVENUE REFUNDING BONDS, SERIES 2021  
(PARK PLACE OF ELMHURST PROJECT)

No. R-1 \$107,269,103

| INTEREST RATE | MATURITY DATE | DATED DATE | CUSIP |
|---------------|---------------|------------|-------|
| 5.125%        | May 15, 2060  |            |       |

PRINCIPAL SUM: ONE HUNDRED SEVEN MILLION TWO HUNDRED SIXTY NINE THOUSAND ONE HUNDRED THREE DOLLARS

REGISTERED OWNER: CEDE & Co.

Certain words not defined herein shall have the meanings assigned to them in the hereinafter-described Bond Indenture.

The ILLINOIS FINANCE AUTHORITY (the “*Authority*”), a body politic and corporate created under the Illinois Finance Authority Act, as amended (the “*Act*”), for value received, hereby promises to pay in lawful money of the United States of America to the registered owner specified above or registered assigns, on the maturity date identified above, unless this Bond shall be redeemable and shall have previously been called for redemption and payment of the redemption price made or provided for, but solely from the payments on the Series 2021 Obligation (hereinafter referred to) and amounts payable under the Loan Agreement (hereinafter referred to), which payments are pledged and assigned for the payment hereof pursuant to the Bond Indenture hereinafter mentioned and not otherwise, upon surrender hereof, the principal sum set forth above and to pay interest (computed on the basis of a 360-day year of twelve 30-day months) on such principal amount, payable solely from said Series 2021 Obligation payments and amounts payable under the Loan Agreement, from the date of this Bond or from the most recent Interest Payment Date (as defined below) to which interest has been paid at the interest rate per annum set forth above on May 15 and November 15 of each year (an “*Interest Payment Date*”) commencing [May 15, 2021], until payment of such principal amount or provision therefor shall have been made upon redemption or at maturity. The principal of this Bond is payable upon presentment at the designated corporate trust office of UMB Bank, National Association (the “*Bond Trustee*”) in Minneapolis, Minnesota or its agent or successor as Bond Trustee under the Bond Indenture (or such other office as the Bond Trustee shall designate in a notice to the owners of the Series 2021 Bonds), or of any alternate Paying Agent (as defined in the Bond Indenture), if any, named in such Bonds or to the registered owner of \$500,000 or more in aggregate principal amount of Series 2021 Bonds who so elects by wire transfer of immediately available funds sent on the principal payment date in accordance with the provisions of the Bond Indenture.

Except as otherwise provided in the Bond Indenture with respect to Defaulted Interest, payment of interest hereon shall be made to the registered owner hereof as shown on the registration books of the Authority (the “*Bond Register*”) at the close of business on the May 1 and November 1 (whether or not a Business Day) next preceding an Interest Payment Date (the “*Record Date*”) and shall be paid (i) by check or draft mailed on the Interest Payment Date to such registered owner at such person’s address as it appears on the Bond Register or at such other address as may be furnished in writing by such registered owner to the Bond Trustee by the applicable Record Date or (ii) to the registered owner of \$500,000 or more in aggregate principal amount of Series 2021 Bonds who so elects by wire transfer of immediately available funds in accordance with the provisions of the Bond Indenture.

THIS BOND AND THE OBLIGATION TO PAY PRINCIPAL OR PREMIUM, IF ANY, WITH RESPECT HERETO, AND INTEREST HEREON ARE SPECIAL, LIMITED OBLIGATIONS OF THE AUTHORITY, SECURED AS DESCRIBED HEREIN AND PAYABLE SOLELY OUT OF THE REVENUES AND INCOME DERIVED FROM THE LOAN AGREEMENT AND THE SERIES 2021 OBLIGATION AND AS OTHERWISE PROVIDED IN THE BOND INDENTURE OR FINAL BOND RESOLUTION AND THE LOAN AGREEMENT. THIS BOND AND THE OBLIGATION TO PAY PRINCIPAL OR PREMIUM, IF ANY, WITH RESPECT HERETO, AND INTEREST HEREON SHALL NOT BE DEEMED TO CONSTITUTE AN INDEBTEDNESS OR AN OBLIGATION OF THE STATE OF ILLINOIS OR ANY POLITICAL SUBDIVISION THEREOF WITHIN THE PURVIEW OF ANY CONSTITUTIONAL OR STATUTORY LIMITATION OR PROVISION OR A CHARGE AGAINST THE GENERAL CREDIT OR TAXING POWERS, IF ANY, OF ANY OF THEM. THE AUTHORITY DOES NOT HAVE THE POWER TO LEVY TAXES FOR ANY PURPOSES WHATSOEVER. NO OWNER OF THIS BOND SHALL HAVE THE RIGHT TO COMPEL ANY EXERCISE OF THE TAXING POWER, IF ANY, OF THE AUTHORITY, THE STATE OF ILLINOIS OR ANY POLITICAL SUBDIVISION THEREOF TO PAY ANY PRINCIPAL INSTALLMENT OF, PREMIUM, IF ANY, OR INTEREST ON THIS BOND.

This Bond is one of an authorized series of Bonds issued under the hereinafter described Bond Indenture in the aggregate principal amount of \$107,269,103 (the “*Series 2021 Bonds*”).

The proceeds of the Series 2021 Bonds were loaned to Timothy Place, NFP (the “*Corporation*”), an Illinois not for profit corporation and a “participating health institution” as defined in the Act, and Christian Healthcare Foundation, NFP (the “*Foundation*” and, together with the Corporation, the “*Borrowers*”), an Illinois not for profit corporation and an affiliate of the Corporation, and were used, together with certain other moneys, to refinance certain costs of acquiring, constructing, renovating, remodeling and equipping certain “projects” (as such term is defined in the Act), including the construction and equipping of a continuing care retirement community known as Park Place of Elmhurst (the “*Project*”), all as permitted by the Act.

The Authority will loan the proceeds of the Series 2021 Bonds to the Borrowers pursuant to the Loan Agreement dated as of April 1, 2021 between the Authority and the Borrowers (the “*Loan Agreement*”). The terms of the Loan Agreement will require payments by the Borrowers which, together with other moneys available therefor, will be sufficient to provide for the payment of the principal of and interest on the Series 2021 Bonds. The Series 2021 Bonds are secured by the Direct Note Obligation, Series 2021 (Illinois Finance Authority) (the “*Series 2021 Obligation*”) in the principal amount of \$107,269,103 to be issued pursuant to the Second Amended and Restated Master Trust Indenture dated as of April 1, 2021 (the “*Master*

*Indenture*”), among the Corporation and the Foundation, as the initial Members of an obligated group (the “*Obligated Group*”), and UMB Bank, National Association, as master trustee (the “*Master Trustee*”).

The Series 2021 Bonds are all issued under and equally and ratably secured by and entitled to the security of a Bond Trust Indenture dated as of April 1, 2021 (the “*Bond Indenture*”), duly executed and delivered by the Authority to the Bond Trustee, pursuant to which Bond Indenture the Series 2021 Obligation is pledged and assigned and all the right, title and interest of the Authority in and to the Loan Agreement (excluding Unassigned Rights, as defined in the Bond Indenture) are assigned by the Authority to the Bond Trustee as security for the Series 2021 Bonds. Pursuant to the terms and conditions contained in the Master Indenture, Members of the Obligated Group may incur Additional Indebtedness and issue Obligations (as such terms are defined in the Master Indenture) which will not be pledged under the Bond Indenture, but which may be equally and ratably secured with the Series 2021 Obligation, in the case of an Obligation, or which may be entitled to Liens upon the Property of the Obligated Group (as such terms are defined in the Master Indenture) or other security in addition to any Liens or other security which secures all Obligations, in either case. Reference is made to the Bond Indenture, to all indentures supplemental thereto, to the Master Indenture, to all indentures supplemental thereto, to the Loan Agreement, and to all amendments thereto, for the provisions, among others, with respect to the nature and extent of the security, the rights, duties and obligations of the Authority, the Bond Trustee and the Master Trustee, the rights of the owners of the Series 2021 Bonds, the issuance of Obligations and the terms on which such Obligations are or may be issued and secured, and to all provisions of which the owner by the acceptance of this Series 2021 Bond assents.

This Series 2021 Bond and the other Series 2021 Bonds, together with all principal and interest thereon and premium, if any, with respect thereto, are special, limited obligations of the Authority secured by the Loan Agreement and the Series 2021 Obligation pledged hereunder and shall always be payable solely from the revenues and income derived from the Loan Agreement and the Series 2021 Obligation (except to the extent paid out of moneys attributable to proceeds of the Series 2021 Bonds, the income from the temporary investment thereof or payments made pursuant to or derived from a mortgage or assignment of leases and rents or credit enhancement device), are and shall always be a valid claim of the owner thereof only against the revenues and income derived from the Loan Agreement and the Series 2021 Obligation, which revenues and income shall be used for no other purpose than to pay the principal installments of, premium, if any, and interest on the Series 2021 Bonds, except as may be expressly authorized otherwise in this Bond Indenture or the Final Bond Resolution and in the Loan Agreement.

This Series 2021 Bond is registered on the Bond Register and may be transferred by the registered owner hereof at the written request of such registered owner in person or by such person’s attorney duly authorized in writing at the designated corporate trust office of the Bond Trustee, but only in the manner, subject to the limitations and upon payment of the charges provided in the Bond Indenture and upon surrender and cancellation of this Series 2021 Bond. Upon such transfer a new registered Series 2021 Bond or Bonds without coupons of the same maturity, of authorized denomination or denominations, for the same aggregate principal amount will be issued to the transferee in exchange therefor. The Authority, the Bond Trustee and any

Paying Agent may deem and treat the person in whose name this Series 2021 Bond is registered as the absolute owner hereof for the purpose of receiving payment of, or on account of, the principal and interest due hereon and for all other purposes and neither the Authority, the Bond Trustee nor any Paying Agent shall be affected by any notice to the contrary. The Bond Trustee shall not be required to register the transfer or exchange any Bond after the mailing of notice calling such Series 2021 Bond for redemption has been made, nor during a period of 15 days next preceding the mailing of notice of redemption of any Series 2021 Bonds of the same series and maturity.

The Series 2021 Bonds are initially issuable only as registered Bonds without coupons in denominations of \$1.00 multiples (“*Authorized Denominations*”). Subject to the limitations and upon payment of the charges provided in the Bond Indenture, Series 2021 Bonds in authorized denominations may be exchanged for a like aggregate principal amount of registered Series 2021 Bonds of other authorized denominations of the same series and maturity.

Moneys on deposit in the Bond Sinking Fund on May 15 of each year shall be applied to the payment of Series 2021 Bonds, upon the notice and in the manner provided in Article V of the Bond Indenture.

Payment of the Series 2021 Bonds through the Bond Sinking Fund shall be without premium.

Outstanding Series 2021 Bonds are subject to redemption prior to maturity on or after May 15, 2026 at the option of the Authority upon direction of the Borrowers out of amounts prepaid on the Series 2021 Obligation and deposited in the Optional Redemption Fund, in whole or in part at any time, at a redemption price equal to the following redemption price of the Series 2021 Bonds to be redeemed plus accrued interest thereon to the date of redemption:

| <u>Redemption Date</u>       | <u>Redemption Price</u> |
|------------------------------|-------------------------|
| May 15, 2026 to May 14, 2027 | 102%                    |
| May 15, 2027 to May 14, 2028 | 101%                    |
| May 15, 2028 to maturity     | 100%                    |

The Series 2021 Bonds are also redeemable prior to maturity in the event of damage to or destruction of, or the condemnation of, or sale consummated under threat of condemnation of, the Facilities of any Member or any part thereof, if the Net Proceeds of insurance, condemnation or sale received in connection therewith and applied to make prepayments on the Series 2021 Obligation exceed the Threshold Amount, but only to the extent of the funds provided for in Sections 301, 410 or 411 of the Master Indenture. If called for redemption in the events referred to above, the Series 2021 Bonds shall be subject to redemption by the Authority at any time, in whole or in part (and if less than all of the Series 2021 Bonds are being redeemed, pro rata), at the principal amount thereof plus accrued interest to the redemption date and without premium from the Net Proceeds (as such term is defined in the Bond Indenture) of such insurance or condemnation award but not in excess of the amount of such Net Proceeds applied to such purpose.

In lieu of redeeming Series 2021 Bonds, the Bond Trustee may, at the request of the Borrowers, use such funds otherwise available under the Bond Indenture for redemption of Series 2021 Bonds to purchase Series 2021 Bonds, specifically designated by the Borrowers, in the open market at a price not exceeding the redemption price then applicable.

In the case of any optional or extraordinary redemption or any purchase and cancellation of term Series 2021 Bonds, the Authority shall receive credit against its required Bond Sinking Fund deposits with respect to such term Series 2021 Bonds in such order as the Borrowers elect in writing prior to such optional or extraordinary redemption or purchase and cancellation or, if no election is made, in the inverse order thereof.

The Series 2021 Bonds are subject to mandatory Bond Sinking Fund redemption on May 15 of the following years and in the following principal amounts, a redemption price equal to the principal amount of the Series 2021 Bonds to be redeemed plus accrued interest thereon to the date of redemption:

| MAY 15<br>OF THE YEAR | PRINCIPAL<br>AMOUNT | MAY 15<br>OF THE YEAR | PRINCIPAL<br>AMOUNT |
|-----------------------|---------------------|-----------------------|---------------------|
| 2024                  | \$767,889           | 2043                  | \$1,984,782         |
| 2025                  | 807,244             | 2044                  | 2,086,502           |
| 2026                  | 848,615             | 2045                  | 2,193,435           |
| 2027                  | 892,106             | 2046                  | 2,305,848           |
| 2028                  | 937,827             | 2047                  | 2,424,023           |
| 2029                  | 985,890             | 2048                  | 2,548,254           |
| 2030                  | 1,036,417           | 2049                  | 2,678,852           |
| 2031                  | 1,089,534           | 2050                  | 2,816,144           |
| 2032                  | 1,145,372           | 2051                  | 2,960,471           |
| 2033                  | 1,204,073           | 2052                  | 3,112,195           |
| 2034                  | 1,265,781           | 2053                  | 3,271,695           |
| 2035                  | 1,330,653           | 2054                  | 3,439,369           |
| 2036                  | 1,398,848           | 2055                  | 3,615,637           |
| 2037                  | 1,470,539           | 2056                  | 3,800,938           |
| 2038                  | 1,545,905           | 2057                  | 3,995,737           |
| 2039                  | 1,625,132           | 2058                  | 4,200,518           |
| 2040                  | 1,708,420           | 2059                  | 4,415,795           |
| 2041                  | 1,795,977           | 2060*                 | 31,674,665          |
| 2042                  | 1,888,021           |                       |                     |

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\*Final Maturity

In the event any of the Series 2021 Bonds are called for redemption as aforesaid, notice thereof identifying the Series 2021 Bonds to be redeemed will be given by mailing a copy of the redemption notice by first class mail, postage prepaid, not less than 20 days prior to the redemption date to the registered owner of each Series 2021 Bond to be redeemed at the address shown on the Bond Register; *provided, however*, that failure to give such notice by mailing, or

any defect in such notice or mailing as to any Series 2021 Bond, shall not affect the validity of any proceedings for redemption as to any Series 2021 Bond as to which notice has been properly given. All Series 2021 Bonds, or portions thereof, so called for redemption will cease to bear interest on the specified redemption date, *provided* that all conditions of redemption under the Bond Indenture have been met, and shall no longer be protected by the Bond Indenture and shall not be deemed to be outstanding under the provisions of the Bond Indenture.

The Series 2021 Bonds are also subject to advance defeasance as set forth in the Bond Indenture.

The owner of this Series 2021 Bond shall have no right to enforce the provisions of the Bond Indenture or to institute action to enforce the covenants therein, or to take any action with respect to any event of default under the Bond Indenture, or to institute, appear in or defend any suit or other proceedings with respect thereto, except as provided in the Bond Indenture. In certain events, on the conditions, in the manner and with the effect set forth in the Bond Indenture, the principal of all the Bonds (including this Series 2021 Bond) issued under the Bond Indenture and then outstanding may become or may be declared due and payable before the stated maturity thereof, together with interest accrued thereon. Modifications or alterations of the Bond Indenture, or of any supplements thereto, may be made only to the extent and in the circumstances permitted by the Bond Indenture.

It is hereby certified that all conditions, acts, and things required to exist, happen and be performed under the Act and under the Bond Indenture precedent to and in connection with the issuance of this Series 2021 Bond exist, have happened and have been performed, and that the issuance, authentication and delivery of this Series 2021 Bond has been duly authorized by duly adopted resolutions of the Authority.

No recourse shall be had for the payment of the principal of, premium, if any, or interest on any of the Series 2021 Bonds or for any claim based thereon or upon any obligation, covenant or agreement contained in the Bond Indenture, against any past, present or future officer, director, member, employee or agent of the Authority, or any incorporator, officer, director, member, trustee, employee or agent of any successor corporation or body politic, as such, either directly or through the Authority or any successor corporation or body politic, under any rule of law or equity, statute or constitution or by the enforcement of any assessment or penalty or otherwise, and all such liability of any such incorporator, officer, director, trustee, member, employee or agent, as such, was expressly waived and released as a condition of and in consideration for the execution of the Bond Indenture and the issuance of any of the Series 2021 Bonds.

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

IN WITNESS WHEREOF, as provided by the Act, the ILLINOIS FINANCE AUTHORITY has caused this Bond to be executed in its name and on its behalf by the manual signature of its Executive Director and by the manual signature of its Assistant Secretary and its seal to be hereunto affixed, all as of the dated date specified above.

ILLINOIS FINANCE AUTHORITY

By: \_\_\_\_\_  
Executive Director

(SEAL)

ATTEST:

\_\_\_\_\_  
Assistant Secretary



**CERTIFICATE OF AUTHENTICATION**

This Bond is one of the Bonds described in the within-mentioned Bond Trust Indenture.

UMB BANK, NATIONAL ASSOCIATION, as Bond  
Trustee

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

Date of Authentication: \_\_\_\_\_, 20\_\_

[FORM OF ASSIGNMENT OF BOND]

The following abbreviations, when used in the inscription on the face of the within Bonds, shall be construed as though they were written out in full according to applicable laws or regulations:

|   |   |
|---|---|
| TEN COM — as tenants in common  | Unif Trans Min Act—                                       |
| TEN ENT — as tenants by the entireties  | _____ Custodian _____                                     |
| JT TEN — as joint tenants with right<br>of survivorship and not as<br>tenants in common | (Cust) (Minor)<br>under Uniform Transfers<br>to Minor Act |

\_\_\_\_\_  
(State)

Additional abbreviations may also be used though not in list above.

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

\_\_\_\_\_  
\_\_\_\_\_  
(Name and Address of Assignee)

the within Bond and does hereby irrevocably constitute and appoint

\_\_\_\_\_  
attorney, to transfer the said Bond on the books kept for registration thereof with full power of substitution in the premises.

Dated: \_\_\_\_\_  
Signature Guaranteed: \_\_\_\_\_

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

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LOAN AGREEMENT

Dated as of April 1, 2021

by and among

TIMOTHY PLACE, NFP,

CHRISTIAN HEALTHCARE FOUNDATION, NFP

and

ILLINOIS FINANCE AUTHORITY

The rights of the Illinois Finance Authority hereunder have been assigned to UMB Bank, National Association, as Bond Trustee under a Bond Trust Indenture dated as of April 1, 2021 from the Illinois Finance Authority.

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This instrument was prepared by:

Chapman and Cutler LLP  
111 West Monroe Street  
Chicago, Illinois 60603

EXHIBIT D TO PLAN SUPPLEMENT

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## LOAN AGREEMENT

This is a LOAN AGREEMENT dated as of April 1, 2021 (the “*Loan Agreement*”), among TIMOTHY PLACE, NFP, an Illinois not for profit corporation (the “*Corporation*”), CHRISTIAN HEALTHCARE FOUNDATION, NFP, an Illinois not for profit corporation (the “*Foundation*” and, together with the Corporation, the “*Borrowers*”), and the Illinois Finance Authority (the “*Authority*”), a body politic and corporate constituting a public instrumentality created and existing under and by virtue of the Illinois Finance Authority Act, as amended (the “*Act*”).

## PRELIMINARY STATEMENT

Reference is hereby made to the Bond Trust Indenture (the “*Bond Indenture*”) dated as of April 1, 2021 between the Authority and UMB Bank, National Association, as bond trustee (the “*Bond Trustee*”), relating to the Series 2021 Bonds (as defined below and, collectively, the “*Series 2021 Bonds*”), and to the Master Indenture (as hereinafter defined), for definitions of various terms used herein.

Pursuant to the Act, the Authority previously issued its Series 2010 Bonds for the purpose of providing funds for a loan to the Borrowers. On January 17, 2016, the Corporation and the Foundation filed voluntary bankruptcy petitions under Chapter 11 of Title 11 of the United States Code, and pursuant to such petitions and the plan of reorganization (the “*Plan*”) confirmed by the bankruptcy court (the “*Confirmation Order*”), the Corporation and the Foundation exchanged the Series 2010 Obligations for the Series 2016 Obligations and the Series 2010 Bonds were exchanged for the Series 2016 Bonds on April 1, 2016, under and secured by the 2016 Bond Indenture.

The Series 2010 Bonds (i) financed certain costs of acquiring, constructing, renovating, remodeling and equipping certain “*projects*” (as such term is defined in the Act), including the construction and equipping of a continuing care retirement community known as Park Place of Elmhurst (the “*Project*”); (ii) refinanced certain taxable indebtedness of the Borrowers incurred to pay a portion of the costs related to the Project; (iii) funded a debt service reserve fund; (iv) paid a portion of the interest on the Series 2010 Bonds; (v) provided working capital; and (vi) paid certain expenses incurred in connection with the issuance of the Series 2010 Bonds, all as permitted by the Act.

On December 15, 2020, the Corporation and the Foundation filed voluntary bankruptcy petitions under Chapter 11 of Title 11 of the United States Code, and pursuant to such petitions and the plan of reorganization (the “*Plan*”) confirmed by the bankruptcy court (the “*Confirmation Order*”), the Corporation and the Foundation will exchange the Series 2016 Obligations for the Series 2021 Obligations and the Series 2016 Bonds will be exchanged for the Series 2021 Bonds on the Effective Date, together with certain payments with respect to the Series 2016 Bonds. The Series 2021 Bonds will be issued under and secured by the Bond Indenture.

The proceeds of the Series 2021 Bonds will be loaned by the Authority to the Borrowers pursuant to this Loan Agreement to refinance the Series 2016 Bonds. In order to provide

security for the repayment of the Series 2021 Bonds, the Borrowers are concurrently with the delivery hereof issuing to the Authority their Direct Note Obligation, Series 2021 (the “*Series 2021 Obligation*”) in the principal amount of \$107,269,103, issued under and pursuant to a Second Amended and Restated Master Trust Indenture dated as of April 1, 2021 (the “*Master Indenture*”), among the Corporation and the Foundation, as the initial Members of an obligated group (the “*Obligated Group*”), and UMB Bank, National Association, as master trustee (the “*Master Trustee*”), to be repaid in the manner and amounts together with interest thereon as set forth in and to be otherwise substantially in the forms attached to the Master Indenture.

Pursuant to the Bond Indenture, the Authority will pledge and assign the Series 2021 Obligation and assign its rights under this Loan Agreement (excluding Unassigned Rights) as security for the Series 2021 Bonds. The Series 2021 Bonds will be payable out of the payments to be made by the Borrowers on the Series 2021 Obligations and other payments provided for in the Master Indenture and in this Loan Agreement.

In consideration of the premises, the respective representations and agreements contained herein, the acceptance of the Series 2021 Obligation by the Authority to evidence said loan to the Borrowers and for other good and valuable consideration, the receipt whereof is hereby acknowledged, and in order to secure the payment of the principal of, premium, if any, and interest payable on the Series 2021 Obligation and the performance of all the covenants of the Borrowers contained herein, the parties hereto agree as follows:

## ARTICLE I

### DEFINITIONS

The terms used in this Loan Agreement, unless the context requires otherwise, shall have the same meanings as set forth in the Master Indenture and in the Bond Indenture. All accounting terms not otherwise defined in the Master Indenture, the Bond Indenture, or herein shall have the meanings assigned to them in accordance with generally accepted accounting principles.

All references in this instrument to designated “Articles,” “Sections” and other subdivisions are to the designated Articles, Sections and other subdivisions of this instrument as originally executed. The words “herein,” “hereof” and “hereunder” and other words of similar import refer to this Loan Agreement as a whole and not to any particular Article, Section or other subdivision unless the context indicates otherwise.

## ARTICLE II

### REPRESENTATIONS

*Section 2.01 Representations by Authority.* The Authority represents and warrants that:



(a) The Authority is a body politic and corporate validly created and existing under the Act, is authorized to enter into the transactions contemplated by this Loan Agreement and to carry out its obligations hereunder, and has been duly authorized to execute and deliver this Loan Agreement.

(b) It is the Authority's understanding, based upon certain representations of the Borrowers, that the issuance of the Series 2021 Bonds and the exchange of the Series 2016 Bonds for the Series 2021 Bonds, the loaning of the proceeds of the Series 2021 Bonds to the Borrowers (which proceeds, along with certain other moneys will be applied for the benefit of the Borrowers) is to provide for the refinancing of the Series 2016 Bonds.

(c) To provide for the exchange for the purposes described above, the Authority has authorized its Series 2021 Bonds in the aggregate principal amount of \$107,269,103 to be issued upon the terms set forth in the Bond Indenture, under the provisions of which the Authority's interest in this Loan Agreement and the payments of principal, premium, if any, interest and other revenues hereunder (other than Unassigned Rights) and under the Series 2021 Obligation is pledged and assigned to the Bond Trustee as security for the payment of the principal of, premium, if any, and interest on the Series 2021 Bonds. The Authority covenants that it has not, and will not, pledged or assigned its interest in this Loan Agreement, or the revenues and receipts derived pursuant to this Loan Agreement, excepting the Unassigned Rights, other than to the Bond Trustee under the Bond Indenture to secure the Series 2021 Bonds.

(d) To the best of its knowledge, no member of the Authority or officer, agent or employee thereof is, in his or her own name or in the name of a nominee, an officer, director or holder of an ownership interest of more than 7-1/2% in any person, association, trust, corporation, partnership or other entity which is, in its own name or in the name of a nominee, a party to any contract or agreement upon which the member or officer, agent or employee may be called upon to act or vote in connection with the Bond Financed Property.

(e) To the best of its knowledge, no member of the Authority or officer, agent or employee thereof is, in his or her own name or in the name of a nominee, a holder of any direct or indirect interest (other than a prohibited interest described in paragraph (d) above) in any contract or agreement upon which the member or officer, agent or employee may be called upon to act or vote in connection with the Bond Financed Property, except for direct or indirect interests (other than prohibited interests), (i) which such member, officer, agent or employee has disclosed to the Secretary of the Authority prior to the taking of final action by the Authority with respect to such contract or agreement in the manner required by Section 845-45(b) of the Act, which disclosure has been publicly acknowledged by the Authority and entered upon the minutes of the Authority, and (ii) as to which the member, officer, agent or employee has refrained from taking the actions described in said Section 845-45(b).

(f) Neither the Authority's execution of this Loan Agreement, its consummation of the transaction contemplated on its part thereby, nor the Authority's fulfillment or compliance with the terms and conditions thereof conflicts with or results in a breach of the terms, conditions and provisions of any material restriction, agreement or instrument to which the Authority is a

party, or by which it or any of its property is bound, or constitutes a default under any of the foregoing.

*Section 2.02 Representations and Warranties by the Borrowers.* Each of the Borrowers makes the following representations and warranties as the basis for its covenants herein:

(a) Each Borrower is a not for profit corporation duly incorporated under the laws of the State, is in good standing and duly authorized to conduct its business in the State, is duly authorized and has full power under all the laws of the State and all other applicable provision of law and its Articles of Incorporation and By-laws to create, issue, enter into, execute and deliver the Master Indenture, the Series 2021 Obligation, the Tax Exemption Agreement, the Mortgage, the Continuing Disclosure Agreement and this Loan Agreement (collectively, the “*Borrower Agreements*”), as applicable, and all action on its part necessary for the valid execution and delivery of the Borrower Agreements has been duly and effectively taken.

(b) The Bond Financed Property being refinanced with the Series 2021 Bonds is comprised of facilities for use by the Corporation as residential independent living units, assisted living or sheltered care units and related facilities. The Corporation presently operates the Project for such purpose and will continue to operate the Project as a continuing care retirement community until the termination of this Loan Agreement. The Bond Financed Property constitutes a “project” as defined in the Act. No portion of the Bond Financed Property includes any property used or to be used for sectarian instruction or study or as a place for devotional activities or religious worship or any property which is used or to be used primarily in connection with any part of the program of a school or department of divinity for any religious denomination.

(c) The execution and delivery of the Borrower Agreements on the Borrowers’ part have been duly authorized by all necessary corporate action, and neither the Borrowers’ execution and delivery of the Borrower Agreements, the Borrowers’ consummation of the transactions contemplated on their part thereby, nor the Borrowers’ fulfillment of or compliance with the terms and conditions thereof, conflicts with or results in a material breach of the Articles of Incorporation or By-Laws of the Borrowers or any material agreement or instrument to which the Borrowers are now a party or by which they are bound (except for any such breaches for which the Borrowers have obtained a waiver or a required consent), or constitutes a material default (or would constitute a material default with due notice or the passage of time or both) under any of the foregoing (except for any such defaults for which the Corporation has obtained a waiver or consent).

(d) No litigation, proceedings or investigations are pending or, to the knowledge of the Borrowers, threatened against the Borrowers seeking to restrain, enjoin or in any way limit the approval or issuance and delivery of the Borrower Agreements or which would in any manner challenge or adversely affect the corporate existence or powers of the Borrowers to enter into and carry out the transactions described in or contemplated by or the execution, delivery, validity or performance by the Borrowers of the Borrower Agreements. In addition, no litigation, proceedings or investigations are pending or, to the knowledge of the Borrowers, threatened in writing against the Borrowers, except litigation, proceedings or investigations

involving claims for which the probable ultimate recoveries and the estimated costs and expenses of defense, in the opinion of management of the Borrowers (i) will be entirely within the applicable insurance policy limits (subject to applicable deductibles) or are not in excess of the total of the available assets held under applicable self-insurance programs or (ii) will not have a material adverse effect on the operations or condition, financial or otherwise, of the Borrowers.

(e) Each Borrower is a Tax-Exempt Organization; each Borrower has received a determination letter from the Internal Revenue Service to the foregoing effect which letter is still in full force and effect; and each Borrower has not declared and has not been determined to have any “unrelated business taxable income” as defined in Section 512 of the Code, in an amount which could have a material adverse effect on the Borrower’s status as a Tax-Exempt Organization, or which, if such income were subject to Federal income taxation, would have a material adverse effect on the condition, financial or otherwise of the Borrower.

(f) [The combined financial statements of of the Obligated Group for each of the fiscal years ended June 30, 2017, 2018 and 2019, all prepared and certified by CliftonLarsonAllen LLP, independent licensed certified public accountants, as set forth in their report included as Appendix B to the Information Statement, and the unaudited financial information of the Obligated Group for the three-month periods ended September 30, 2019 and 2020 which is included in the Information Statement, correctly and fairly present the financial condition of the Obligated Group as of said dates, and the results of the operations of the Obligated Group for each of such periods, respectively, all in accordance with generally accepted accounting principles consistently applied except as stated in the notes thereto, and there has been no material adverse change in the condition, financial or otherwise, of the Obligated Group since June 30, 2019 from that set forth in the information so utilized except as disclosed in the Information Statement.]

(g) The information used in the preparation of the financial statements referred to in paragraph (f) above, this Loan Agreement, the Tax Exemption Agreement and any other written statement furnished by or on behalf of the Borrowers to the Authority, the Master Indenture, the Plan, the Disclosure Statement and the Information Statement, including the descriptions and information contained in the Information Statement relating to (i) the Obligated Group, (ii) the operations and financial and other affairs of the Obligated Group, (iii) the application by the Borrowers of the proceeds to be received by it from the loan of the proceeds of sale of the Bonds, and (iv) the participation by the Borrowers in the transactions contemplated herein and in the Information Statement, and the material relating to the Obligated Group under the caption “BONDHOLDERS’ RISKS,” do not contain any untrue statement of a material fact or omit to state a material fact necessary to make the statements contained therein or herein not misleading. There is no fact which is not disclosed in the Information Statement or otherwise disclosed by the Borrowers to the Authority in writing which materially adversely affects or, so far as the Borrowers can now foresee, will materially adversely affect the financial condition of the Obligated Group, the tax-exempt status of the Borrowers, the ability of the Borrowers to own and operate the Bond Financed Property (including the Project) or the Obligated Group’s ability to make payments on the Series 2021 Obligation and under this Loan Agreement when and as the same become due and payable.

(h) Compliance by each Borrower with the provisions of the Borrower Agreements will not involve, to the extent applicable, any prohibited transaction within the meaning of the Employee Retirement Income Security Act of 1974, as amended (herein sometimes referred to as “ERISA”), or Section 4975 of the Code. No “employee pension benefit plans,” that are subject to Title IV of ERISA (herein sometimes referred to as “Plans”), maintained by the Borrowers, nor any trust created thereunder, have incurred any “accumulated funding deficiency” as defined in Section 302 of ERISA, to the extent applicable and the present value of all benefits vested under all Plans, if any, did not exceed, as of the last annual valuation date, the value of the assets of the Plans allocable to such vested benefits.

(i) Each Borrower has any and all necessary licenses and permits to occupy and operate the Bond Financed Property.

(j) The representations and certifications contained in the Tax Exemption Agreement and the Project Certificate executed by the Borrowers on the Closing Date are true and correct, and are incorporated by reference herein.

(k) The Borrowers have good and marketable fee simple title to the Bond Financed Property which constitutes real property and good and marketable title to its remaining portion of the Bond Financed Property, in all cases free and clear of all Liens to secure Indebtedness except Permitted Encumbrances; the easements, rights-of-way, Liens, encumbrances, covenants, conditions, restrictions, exceptions, minor defects, irregularities of title and encroachments on adjoining real estate, if any, now existing with respect to the land upon which its principal health care facilities of the Obligated Group Members are located (the “Land”) do not and will not materially adversely affect the value of such Facilities, materially impair the same, or materially impair or materially interfere with the operation thereof for the purpose for which they were acquired or are held by any Obligated Group Member.

### ARTICLE III

#### TITLE OPINION AND RELATED MATTERS

*Section 3.01 Documents.* On or before the day on which the Bonds are issued and delivered (the “Closing Date”) the Borrowers will deliver to the Authority (unless the right to delivery thereof is waived by the Authority) and to the Bond Trustee copies of the following: (i) surveys of the real property on which the Bond Financed Property is located indicating the location of any existing Facilities prepared by a surveyor licensed in the State in accordance with the standard detail requirements for land title surveys adopted by the American Title Association and the American Congress on Surveying and Mapping in 1986, as revised and in effect on the date thereof, together with an Officer’s Certificate of the Obligated Group Agent certifying, among other things, that (a) such surveys are true, complete and correct in all material respects as of the Closing Date and (b) since the dates of such surveys, there have been no changes as to any encroachments, overlaps or unrecorded easements which a current update of the surveys would disclose, except encroachments, overlaps or unrecorded easements of the type described in subparagraphs (f) and (h) of the definition of Permitted Encumbrances and (ii) all licenses and

permits to operate the existing Facilities of the Borrowers located on or consisting of Bond Financed Property.

*Section 3.02 No Liens Opinion.* On or prior to the Closing Date, the Borrowers, at their own cost and expense, will deliver to the Bond Trustee and the Authority an opinion of Counsel, which Counsel and opinion, including without limitation, the scope, form, substance and other aspects thereof, are acceptable to the Authority, to the effect that all liens on the existing Property of the Borrowers constitute Permitted Encumbrances. Such opinion may be based upon (i) a title insurance policy with respect to the Bond Financed Property, (ii) the surveys of such real property described in Section 3.01 hereof, (iii) the Officer's Certificates described in Section 3.01 hereof, (iv) a certificate of an officer of the Obligated Group Agent dated as of the Closing Date with respect to (a) easements or claims of easements not shown in the public records, (b) any lien or right to lien not shown by the public records, and (c) whether any title matters constitute the type of Permitted Encumbrances specified in subparagraph (f) or (h) of the definition thereof, and (v) searches of financing statements or written reports from the Secretary of State regarding Uniform Commercial Code filings.

## ARTICLE IV

### INVESTMENT OF FUNDS

*Section 4.01 Investment of Funds; Arbitrage; Tax Exemption Agreement.* The Borrowers covenant and agree that moneys on deposit in any Funds under the Bond Indenture (excluding the Rebate Fund) shall at all times be invested by the Bond Trustee in Qualified Investments and that the Borrowers will take all actions necessary, including without limitation providing the Obligated Group Agent with all necessary information, to assure that such moneys are continuously invested in accordance with the provisions of the Bond Indenture and the Tax Exemption Agreement. The Borrowers further covenant and agree that they will not take any action or fail to take any action, including without limitation any action with respect to the investment of the proceeds of any Bonds (regardless of the source or whether or not held under the Bond Indenture), with respect to any other moneys or securities deposited with the Bond Trustee pursuant to the Bond Indenture, with respect to the payments derived from the Series 2021 Obligation pledged under the Bond Indenture or from the Master Indenture or the Loan Agreement, with respect to the purchase of other Authority obligations or with respect to any actions or payments required under the Tax Exemption Agreement which may result in constituting the Series 2021 Bonds "arbitrage bonds" within the meaning of such term as used in Section 148 of the Code. The Borrowers covenant that neither they nor any related person, as defined in Sections 144(a)(3) and 147(a) of the Code, shall, pursuant to an arrangement, formal or informal, purchase obligations of the Authority in an amount related to the amount of the Series 2021 Obligation delivered in connection with the transaction contemplated hereby.

## ARTICLE V

### ISSUANCE OF BONDS OF THE AUTHORITY

*Section 5.01 Exchange of Bonds.* The Borrowers agree that the proceeds of the Series 2021 Bonds have been loaned to the Borrowers, as evidenced by the Series 2021 Obligation and the Series 2021 Bonds shall be exchanged on the Effective Date for the Series 2021 Bonds as provided in the Bond Indenture.

*Section 5.02 Payment of Bonds.* The Borrowers agree that the principal of, the redemption premiums, if any, and the interest on the Series 2021 Bonds shall be made payable in accordance with the provisions of the Bond Indenture and this Loan Agreement and that this Loan Agreement and payments to be made hereunder and hereon (excluding Unassigned Rights) and the Series 2021 Obligation shall be assigned and pledged to the Bond Trustee to secure the payment of the Series 2021 Bonds. The foregoing notwithstanding, the Borrowers agree that the moneys and securities, if any, on deposit in the Rebate Fund are not part of the “trust estate” and are not available to make payments of principal and interest on the Series 2021 Bonds. The Borrowers agree that, notwithstanding anything to the contrary in the Bond Indenture or this Loan Agreement, a transfer from the Debt Service Reserve Fund to the Interest Fund or Bond Sinking Fund will not satisfy the Borrowers’ obligations to make payments with respect to the Series 2021 Obligation or under this Loan Agreement and a draw on the Debt Service Reserve Fund to cure a deficiency with respect to the payment of principal of or interest on the Series 2021 Bonds will constitute an “Event of Default” under the Bond Indenture.

*Section 5.03 Right of Bond Trustee to Enforce Loan Agreement and Series 2021 Obligation.* The Borrowers agree that the Series 2021 Obligation, this Loan Agreement and all of the rights, interests, powers, privileges and benefits accruing to or vested in the Authority under the Series 2021 Obligation and this Loan Agreement (except Unassigned Rights), may be protected and enforced in conformity with the Bond Indenture and may be thereby assigned by the Authority to the Bond Trustee as additional security for the Series 2021 Bonds and may be exercised, protected and enforced for or on behalf of the Bondholders in conformity with the provisions of this Loan Agreement, the Master Indenture and the Bond Indenture.

## ARTICLE VI

### OBLIGATION PAYMENTS; FUND DEPOSITS; PREPAYMENTS AND OTHER PAYMENTS

*Section 6.01 Payment of Principal, Premium, If Any, and Interest.* The Borrowers will duly and punctually pay the principal of, premium, if any, and interest on the Series 2021 Obligation at the dates and the places and in the manner mentioned in the Series 2021 Obligation and this Loan Agreement, according to the true intent and meaning thereof and hereof. Notwithstanding any schedule of payments upon the Series 2021 Obligation, the Borrowers agree to make payments upon the Series 2021 Obligation and be liable therefor at such times and

in such amounts (including principal, interest and premium, if any) so as to provide for payment of the principal of, premium, if any, and interest on the Series 2021 Bonds outstanding under the Bond Indenture when due whether upon a scheduled Interest Payment Date, at maturity or by mandatory redemption, acceleration or otherwise upon the Series 2021 Bonds. The Borrowers also agree to make any payments as required under the Tax Exemption Agreement.

*Section 6.02 Payments in Respect of Series 2021 Obligation and Loan Agreement.* The Borrowers covenant and agree to make the following payments in respect of the Series 2021 Obligation directly to the Bond Trustee for deposit, as the case may be, into the appropriate fund established by the Bond Indenture, on the following dates:

(a) (i) *Interest:* On or before the first (1st) Business Day of each month from \_\_\_\_ 2021 to May 2021, an amount equal to one-\_\_\_\_\_ (1/\_\_\_th) of the interest becoming due on the next succeeding Interest Payment Date of the Series 2021 Bonds and on or before the first (1st) Business Day of each month commencing June 2021 and thereafter, an amount equal to one-sixth (1/6th) of the interest becoming due on the next succeeding Interest Payment Date of the Series 2021 Bonds; *provided, however,* that the Borrowers may be entitled to certain credits on such payments as permitted under Section 6.03 hereof.

(ii) *Principal:* On or before the first (1st) Business Day of each month commencing June 2023, an amount which is not less than one-twelfth (1/12) of the principal to become due on the Series 2021 Bonds on the next succeeding May 15 by maturity or mandatory Bond Sinking Fund redemption pursuant to Section 502 of the Bond Indenture; *provided, however,* that the Borrowers may be entitled to certain credits on such payments as permitted under Section 6.03 hereof.

(b) *Debt Service Reserve Fund:* If on any valuation date the amount on deposit in the Debt Service Reserve Fund is less than 90% of the applicable Debt Service Reserve Fund Requirement as a result of a decline in the market value of investments on deposit in the Debt Service Reserve Fund, the Borrowers agree to pay an amount equal to the amounts of the deficiency in the Debt Service Reserve Fund in order to restore the amount on deposit in the Debt Service Reserve Fund to an amount equal to the Debt Service Reserve Fund Requirement as set forth in Section 429 of the Master Indenture. If, on the Effective Date, the amount on deposit in the Debt Service Reserve Fund is less than the Debt Service Reserve Fund Requirement, the Borrowers agree to pay an amount equal to the amount of such deficiency in the Debt Service Reserve Fund on the Effective Date as set forth in Section 429(b) of the Master Indenture.

If at any time the total amount on deposit in the Debt Service Reserve Fund is less than the maximum amount of principal and interest payable on the Series 2021 Bonds during any succeeding six-month period, the Bond Trustee shall give notice of such event by first class mail, postage prepaid, to the Director of the Illinois Department of Public Health.

*Section 6.03 Credits on Series 2021 Obligation.*

(a) Subject to clause (b) below, in addition to any credits on the Series 2021 Obligation resulting from the payment or prepayment thereof from other sources:

(i) any moneys deposited or credited by the Bond Trustee or the Borrowers in the Interest Fund maintained under the Bond Indenture shall be credited against the obligation of the Borrowers to pay interest on the Series 2021 Obligation as the same become due;

(ii) any moneys deposited or credited by the Bond Trustee or the Borrowers in the Bond Sinking Fund maintained under the Bond Indenture shall be credited against the obligation of the Borrowers to pay the principal of the Series 2021 Obligation as the same become due and in the order of maturity to the same extent as payments are applied upon the Series 2021 Bonds through the Bond Sinking Fund; and

(iii) the principal amount of Series 2021 Bonds purchased by any Member of the Obligated Group and delivered to the Bond Trustee, or purchased by the Bond Trustee and cancelled, shall be credited against the obligation of the Borrowers to pay the principal of the Series 2021 Obligation in such order as the Borrowers shall elect prior to such purchase or if no such election is made prior to such purchase in the inverse order thereof (including installment payments corresponding to mandatory sinking fund payments on such Bonds); and

(b) Notwithstanding anything to the contrary, the amount of any moneys transferred by the Bond Trustee from the Debt Service Reserve Fund and deposited in the Interest Fund or the Bond Sinking Fund shall NOT be credited against the obligation of the Borrowers to pay interest or principal on the Series 2021 Obligation pledged under the Bond Indenture as the same become due.

*Section 6.04 Prepayment Generally.* The Borrowers shall be permitted to prepay the Series 2021 Obligation to the extent and in the manner permitted by the Master Indenture. If such prepayment is made in compliance with the terms of the Master Indenture, the Authority agrees to accept prepayment of the Series 2021 Obligation to the extent required to provide for a permitted prepayment of the Series 2021 Bonds. No other prepayment of the Series 2021 Obligation shall be permitted.

*Section 6.05 [Reserved]*

*Section 6.06 Optional Prepayment from Net Proceeds of Insurance, Condemnation or Sale.* The Borrowers shall have the right to have the Series 2021 Obligation prepaid from the Net Proceeds of insurance, condemnation or sale under threat of condemnation by giving the Authority direction to apply such Net Proceeds in a notice of election given pursuant to Section 410 or Section 411 of the Master Indenture. In such event the Authority shall apply all or that portion of such Net Proceeds to be so applied promptly to the prepayment of the Series 2021 Obligation as set forth in Section 501(a) of the Bond Indenture.



*Section 6.07 Optional Prepayment of Series 2021 Obligation.* In addition to any prepayment of the Series 2021 Obligation made pursuant to Section 6.6 hereof, the Borrowers may, at their option and subject to the limitations of the Bond Indenture, prepay the Series 2021 Obligation in whole or in part in order to effect a redemption of Bonds pursuant to Section 501 of the Bond Indenture (but if in part, in Authorized Denominations). Such prepayments shall be made by paying to the Bond Trustee an amount sufficient to redeem (when redeemable) all or a part of the Series 2021 Bonds, as the case may be, at the redemption prices specified therefor in the Bond Indenture. Any prepayment pursuant to this Section 6.07 shall include accrued interest and premium, if any, required for redemption of such Bonds as shall be redeemed by such prepayment.

*Section 6.08 Notice of Prepayment.* The Borrowers shall give the Authority and the Bond Trustee not less than 45 days prior written notice of any prepayment of the Series 2021 Obligation, which notice shall designate the date of prepayment and the amount thereof and direct the redemption of the Series 2021 Bonds in amounts corresponding to the prepayment. Such notice may be withdrawn by the Borrowers prior to delivery of the Authority's Written Request to the Bond Trustee pursuant to Section 501 of the Bond Indenture. Such notice may be contained in any notice of election given pursuant to Section 410 or Section 411 of the Master Indenture. The Borrowers shall not be required to give notice to the Authority of any prepayments of the Series 2021 Obligation to be made pursuant to Section 6.06 hereof.

*Section 6.09 Effect of Partial Prepayment; Amortization Schedules.* (a) Upon any partial prepayment of the Series 2021 Obligation, each installment of interest which shall thereafter be payable on such obligation shall be reduced, taking into account the interest rate on the Series 2021 Bonds remaining outstanding after the redemption of the Series 2021 Bonds from the proceeds of such partial prepayment and after the purchase and delivery and cancellation of the Series 2021 Bonds described in Section 6.03(a)(iii) so that the interest remaining payable on the Series 2021 Obligation shall be sufficient to pay the interest on such outstanding Bonds when due.

(b) On the date of any partial prepayment of the Series 2021 Obligation, the Borrowers shall deliver to the Authority and the Bond Trustee two copies of an amortization schedule with respect to the Series 2021 Obligation then outstanding setting forth the amount of the installments to be paid on the Series 2021 Obligation after the date of such partial prepayment and the unpaid principal balance of the Series 2021 Obligation after payment of each such installment.

*Section 6.10 Additional Payments.* The Borrowers shall pay a one-time issuance fee of \$\_\_\_\_\_ to the Authority based on the Authority's fee schedule for healthcare transactions in effect on the date the Series 2021 Bonds are issued and the fee of its Issuer's Counsel prior to or contemporaneously with the issuance of the Series 2021 Bonds.

The Borrowers will also pay the following within 30 days after receipt of a bill therefor:

(a) The reasonable fees and expenses of the Authority in connection with and as provided in this Loan Agreement and the Series 2021 Bonds, such fees and expenses to be paid directly to the Authority or as otherwise directed in writing by the Authority;

(b) (i) The fees and expenses of the Bond Trustee and the Master Trustee and all other fiduciaries and agents serving under the Bond Indenture or Master Indenture (including any expenses in connection with any redemption of the Series 2021 Bonds), and (ii) all fees and expenses, including attorneys' fees, of the Bond Trustee for any extraordinary services rendered by it under the Bond Indenture. All such fees and expenses are to be paid directly to the Bond Trustee or the Master Trustee or other fiduciary or agent for its own account as and when such fees and expenses become due and payable; and

(c) All other reasonable fees and expenses incurred in connection with the issuance of the Series 2021 Bonds.

The Borrowers will also pay to the Authority, upon demand, amounts payable to the owners of the Series 2021 Bonds with respect to which funds have been returned to the Borrowers pursuant to Section 1302 of the Bond Indenture. The provisions of this paragraph shall survive the termination of this Loan Agreement.

*Section 6.11 Assignment and Pledge of Authority's Rights; Obligations of Borrowers Unconditional.* As security for the payment of the Series 2021 Bonds, the Authority will assign and pledge to the Bond Trustee all right, title and interest of the Authority in and to this Loan Agreement and the Series 2021 Obligation, including the right to receive payments hereunder and thereunder (except its Unassigned Rights, including without limitation, the right to receive payment of expenses, fees, indemnification and the rights to make determinations and receive notices, if requested as herein provided), and hereby directs the Borrowers to make said payments directly to the Bond Trustee. The Borrowers herewith assent to such assignment and pledge and will make payments directly to the Bond Trustee without defense or set-off by reason of any dispute between the Borrowers and the Authority or Bond Trustee, and hereby agree that their obligation to make payments hereunder and to perform their other agreements contained herein are absolute and unconditional. Until the principal of and interest on the Series 2021 Bonds shall have been fully paid or provision for the payment of the Series 2021 Bonds made in accordance with the Bond Indenture, the Borrowers (a) will not suspend or discontinue any payments provided for in this Loan Agreement, (b) will perform all its other duties and responsibilities called for by this Loan Agreement, and (c) will not terminate this Loan Agreement for any cause including any acts or circumstances that may constitute failure of consideration, destruction of or damage to the Bond Financed Property, commercial frustration of purpose, any change in the laws of the United States or of the State or any political subdivision of either or any failure of the Authority to perform any of its agreements, whether express or implied, or any duty, liability or obligation arising from or connected with this Loan Agreement.

*Section 6.12 The Borrowers' Obligations Unconditional.* The Authority and the Borrowers agree that the Borrowers shall bear all risk of damage or destruction in whole or in

part to their Property or any part thereof including without limitation any loss, complete or partial, or interruption in the use, occupancy or operation of such Property, or any manner or thing which for any reason interferes with, prevents or renders burdensome, the use or occupancy of such Property or the compliance by the Borrowers with any of the terms of this Loan Agreement. In furtherance of the foregoing, but without limiting any of the other provisions of this Loan Agreement, the Borrowers agree that their obligations to pay the principal, premium, if any, and interest on the Series 2021 Obligation, to pay the other sums herein provided for and to perform and observe their other agreements contained herein shall be absolute and unconditional and that the Borrowers shall not be entitled to any abatement or diminution thereof nor to any termination of this Loan Agreement for any reason whatsoever.

*Section 6.13 Exchange of Bonds.* In the event the Act or the Authority created thereunder is determined to be unconstitutional under the laws of the State or under the laws of the United States of America, and as a result thereof, the Series 2021 Bonds issued by the Authority are declared to be invalid and unenforceable, and if as a result thereof the obligation of the Borrowers to make payments on the Series 2021 Obligation pledged under the Bond Indenture is determined to be unenforceable, then the Borrowers agree that they will issue their own bonds (the interest on which may not be exempt from federal income tax) in exchange for the Series 2021 Bonds, principal amount for principal amount, having the same rate or rates of interest, maturity, redemption provisions and prepayment provisions as are then applicable to the Series 2021 Bonds being exchanged. The bonds to be issued by the Borrowers will be issued under an indenture having substantially the same terms and provisions as the Bond Indenture, this Loan Agreement and the Master Indenture and such bonds of the Borrowers will be issued thereunder in exchange for the Series 2021 Bonds surrendered by the holders thereof. Notice of any such exchange shall be given as provided for redemption of the Series 2021 Bonds under the Bond Indenture and the expenses of such exchange, including the printing of the bonds and other reasonable expenses in connection therewith, shall be borne by the Borrowers.

## ARTICLE VII

### COVENANTS RELATING TO THE USE AND OPERATION OF THE BOND FINANCED PROPERTY

*Section 7.01 Use of the Facilities.* The Borrowers will use the Bond Financed Property primarily as health care facilities and related activities and only in furtherance of the lawful corporate purposes of the Borrowers; will use the Bond Financed Property as a “project” within the meaning of the Act; and agree to operate all their Property on a nondiscriminatory basis.

The Borrowers agree that they will not permit any of the Bond Financed Property to be used (i) by any Person in an “unrelated trade or business” (as defined in Section 513(a) of the Code) of the Borrowers (without regard to whether such activity results in unrelated trade or business income subject to taxation under Section 512(a) of the Code), or (ii) by any Person who is not a Tax-Exempt Organization, in either case in such manner or to such extent as would result in the loss of tax exemption of interest on the Series 2021 Bonds otherwise afforded under Section 103(a) of the Code.

The Borrowers further agree that they will not use or permit to be used any of the Bond Financed Property: (i) primarily for sectarian instruction or study or as a place of devotional activities or religious worship or as a facility used primarily in connection with any part of the program of a school or department of divinity for any religious denomination or the training of ministers, priests, nuns, rabbis or other similar persons in the field of religion or (ii) in a manner which is prohibited by the Establishment of Religion Clause of the First Amendment to the Constitution of the United States of America and the decisions of the United States Supreme Court interpreting the same or by any comparable provisions of the Constitution of the State of Illinois and decisions of the Supreme Court of the State interpreting the same.

The Borrowers agree that during the term of this Loan Agreement the Authority, the Bond Trustee, and their duly authorized agents shall have the right, but shall be under no duty or obligation to exercise this right, during regular business hours, with reasonable notice, to enter upon the premises and examine and inspect the Project, subject to such limitations, restrictions and requirements as the Borrowers may reasonably prescribe.

The provisions of the second and third paragraphs of this Section 7.01 shall remain in full force and effect notwithstanding the payment of the Bonds and the Series 2021 Obligation pledged under the Bond Indenture and this Loan Agreement unless the Corporation delivers to the Authority and the Bond Trustee an Opinion of Bond Counsel to the effect that the failure to comply with such paragraphs will not adversely affect the validity of the Bonds or any exemption from federal income tax to which the interest on the Tax-Exempt Bonds would otherwise be entitled.

*Section 7.02 Rates and Charges.* The Borrowers covenant and agree to operate their existing Facilities primarily as revenue producing healthcare related facilities or as facilities related thereto or for any other lawful purpose or activity permitted by the Act, and to operate all of their Property on a nondiscriminatory basis, to charge such fees and rates for their Facilities and services and to exercise such skill and diligence as to provide income from such Property together with other available funds sufficient to pay promptly all expenses of operation, maintenance and repair of such Property, all amounts owing on the Series 2021 Obligation and to pay all other payments required to be made by the Borrowers hereunder and under the Master Indenture to the extent permitted by law. The Borrowers further covenant and agree that they will, from time to time as often as necessary, to the extent permitted by law, revise their rates, fees and charges in such manner as may be necessary or proper to comply with the provisions of this Section. This Section shall not be construed to prohibit the Borrowers from serving indigent patients to the extent required for them to continue their qualification as Tax-Exempt Organizations or from serving any other class or classes of patients without charge or at reduced rates so long as such service does not prevent the Borrowers from satisfying the other requirements of this Section.

*Section 7.03 No Warranty by Authority.* The Borrowers recognize that the Authority has not made an inspection of the Bond Financed Property or of any fixture or other item constituting a portion thereof, and the Authority makes no warranty or representation, express or implied or otherwise, with respect to the same or the location, use, description, design,

merchantability, condition, workmanship, or fitness, suitability or use for any particular purpose, condition or durability thereof. The Borrowers further recognize that the Authority has no title or interest to any part of the Bond Financed Property and that the Authority makes no representations or warranties of any kind as to the Borrowers' title thereto or ownership thereof or otherwise, it being agreed that all risks incident thereto are to be borne by the Borrowers. In the event of any defect or deficiency of any nature in the Bond Financed Property or any fixture or other item constituting a portion thereof, whether patent or latent, the Authority shall have no responsibility or liability with respect thereto. The provisions of this Section 7.03 have been negotiated and are intended to be a complete exclusion and negation of any warranties or representations by the authority, express or implied, with respect to the Project or any fixture or other item constituting a portion thereof, whether arising pursuant to the Uniform Commercial Code of the State of Illinois or another law now or hereafter in effect or otherwise.

*Section 7.04 Compliance with Laws.* The Borrowers shall, through the term of this Loan Agreement and at no expense to the Authority, promptly comply or cause compliance with all applicable laws, ordinances, orders, rules, regulations and requirements of duly constituted public authorities which may be applicable to the Project or Bond Financed Property or to the repair and alteration thereof, or to the use or manner of use of the Project or Bond Financed Property, including, but not limited to, the Americans with Disabilities Act, Illinois Accessibility Code, all Federal, State and local environmental, health and safety laws, rules, regulations and orders applicable to or pertaining to the Project or Bond Financed Property, Federal Worker Adjustment and Retraining Notification Act and Illinois Prevailing Wage Act, to the extent applicable to the Borrowers or the Bond Financed Property. The Borrowers acknowledge that they are aware that Illinois statutes, laws, ordinances, including building and zoning codes, etc., may have materially different requirements and utilize different definitions than comparable laws in other states and jurisdictions, and the application of such laws may be impacted by the use of bond proceeds to finance, in whole or in part, the Bond Financed Property. The Borrowers have consulted with counsel with respect to the interpretation and application of these statutes, laws, ordinances, etc.

## **ARTICLE VIII**

### **PARTICULAR COVENANTS OF THE BORROWERS**

*Section 8.01 Maintenance of Corporate Existence and Status.* Unless the Borrowers comply with the following provisions of this Section 8.01 and the provisions of Section 413 of the Master Indenture, the Borrowers agree that as long as any Bonds are outstanding they will maintain their existence, will not dissolve, liquidate or otherwise dispose of all or substantially all of their assets, and will not consolidate with or merge into another corporation or permit one or more other corporations to consolidate with or merge into it. In addition to the conditions set forth in Section 413 of the Master Indenture, any dissolution, liquidation, disposition, consolidation or merger shall be subject to the following conditions, unless otherwise waived by the Authority:

(a) no event of default exists hereunder or under the Bond Indenture or under the Master Indenture and no event of default will be caused by the dissolution, liquidation, disposition, consolidation or merger;

(b) the entity surviving the dissolution, liquidation, disposition, consolidation or merger assumes (or if the surviving entity is the Borrower, affirms) in writing and without condition or qualification the Series 2021 Obligation of the Borrowers under this Loan Agreement, the Tax Exemption Agreement and the Master Indenture;

(c) neither the validity nor the enforceability of the Series 2021 Bonds or the Bond Indenture is adversely affected by the dissolution, liquidation, disposition, consolidation or merger;

(d) the exclusion of the interest on the 2021 Bonds from gross income for federal income tax purposes is not adversely affected by the dissolution, liquidation, disposition, consolidation or merger, and the provisions of the Act and the Bond Indenture are complied with concerning the dissolution, liquidation, disposition, consolidation or merger;

(e) the Project continues to be as described herein;

(f) any successor to the Borrowers shall be qualified to do business in the State and shall continue to be qualified to do business in the State throughout the term hereof; and

(g) the Trustee has executed a certificate acknowledging receipt and approval of all documents, information and materials required by this Section 8.01.

As of the effective date of the dissolution, liquidation, disposition, consolidation or merger, the Borrowers (at their cost) shall furnish to the Authority (w) an opinion of Bond Counsel, in form and substance satisfactory to the Authority, as to item (d) above, (x) an opinion of counsel (of high reputation and expertise as determined by the Authority), in form and substance satisfactory to the Authority, as to the legal, valid and binding nature of items (c) and (d) above, (y) a certificate of the Borrowers, in form and substance satisfactory to the Authority, as to items (a), (e) and (f), and (z) a true and complete copy of the instrument of dissolution, liquidation, disposition, consolidation or merger.

The Borrowers further agree that they will not act or fail to act in any other manner which would adversely affect any exemption from federal income taxation of the interest earned by the owners of the Series 2021 Bonds to which such Bonds would otherwise be entitled.

*Section 8.02 Consent to Assignment of Loan Agreement Rights, the Series 2021 Obligation to Bond Trustee.* The Borrowers agree that this Loan Agreement, the Series 2021 Obligation and payments to be made thereunder and thereon (excluding Unassigned Rights), shall be assigned and pledged to secure the payment of the Series 2021 Bonds and all of the rights, interests, powers, privileges and benefits accruing to or vested in the Authority thereunder may be protected and enforced in conformity with the Bond Indenture and may be assigned by

the Authority to the Bond Trustee as additional security for the Series 2021 Bonds, other than Unassigned Rights.

*Section 8.03 Maintenance; Recording.* (a) The Borrowers will, at their own expense, take all necessary action to maintain and preserve the liens and security interest of the Loan Agreement and the Master Indenture so long as any principal, premium, if any, or interest on the Series 2021 Bonds remains unpaid.

(b) The Borrowers will, forthwith after the execution and delivery of the Loan Agreement and the Master Indenture and thereafter from time to time, cause the Loan Agreement and the Master Indenture, including any amendments thereof and supplements thereto, and any financing statements in respect thereof to be filed, registered and recorded in such manner and in such places as may be required by law in order to publish notice of and fully to perfect and protect (i) the lien and security interest thereof upon and the title of the Borrowers to the Project, and (ii) the lien and security interest therein granted to the Bond Trustee or owner of the Series 2021 Bonds to the rights, if any, of the Authority assigned under the Loan Agreement and the Master Indenture, and from time to time will perform or cause to be performed any other act as provided by law and will execute or cause to be executed any and all continuation statements and further instruments necessary for such publication, perfection and protection. Except to the extent they are exempt therefrom, the Borrowers will pay or cause to be paid all filing, registration and recording fees incident to such filing, registration and recording, and all expenses incident to the preparation, execution and acknowledgment of such instruments of further assurance, and all Federal or State fees and other similar fees, duties, imposts, assessments and charges arising out of or in connection with the execution and delivery of the Loan Agreement and the Master Indenture and such instruments of further assurance.

(c) The Authority shall have no responsibility for the preparation, filing or recording of any instrument, document or financing statement or for the maintenance of any security interest intended to be perfected thereby. The Authority will execute such instruments provided to it by the Borrowers as may be reasonably necessary in connection with such filing or recording.

(d) Notwithstanding the foregoing, the Bond Trustee may, in its discretion, file in such office or offices as the Bond Trustee deems necessary or desirable such financing and continuation statements and amendments thereof or supplements thereto, and such other documents as the Bond Trustee may from time to time require to perfect, preserve and protect the security interest of the Bond Trustee in the Trust Estate. The Borrowers hereby authorize and appoints the Bond Trustee as its attorney-in-fact to make any such filing.

*Section 8.04 Financial Statements, Etc.* The Borrowers covenant that they will keep proper books of records and accounts in which full, true and correct entries will be made of all dealings or transactions of, or in relation to, the business and affairs of the Borrowers in accordance with generally accepted principles of accounting consistently applied (except as stated in the notes thereto), and will furnish the materials and notices required to be delivered to the Master Trustee under Section 414 of the Master Indenture to the Authority, to the Bond

Trustee and to any requesting holder or holders of the Series 2021 Bonds; *provided, however*, that the Borrowers shall deliver only the items set forth in Section 414(b)(ii) and (iii) of the Master Indenture to the Authority unless the Authority requests receipt of any other items required to be delivered pursuant to Section 414 of the Master Indenture.

*Section 8.05 Indemnity.* (a) The Borrowers will pay, and will protect, indemnify and save the Authority and Bond Trustee and its respective past, present and future members, officers, directors, employees, agents, successor, assigns and any other person, if any, who “controls” the Authority or Bond Trustee, as the case may be, as that term is defined in Section 15 of the Securities Act of 1933, as amended (the Authority, the Bond Trustee and the other listed persons, collectively referred to as the “*Indemnified Persons*”) harmless from and against any and all liabilities, losses, damages, taxes, penalties, costs and expenses (including attorneys’ fees and expenses of the Authority and Bond Trustee), causes of action, suits, proceedings, claims, demands, tax reviews, investigations and judgments of whatsoever kind and nature (including, but not limited to, those arising or resulting from any injury to or death of any person or damage to property) arising from or in any manner directly or indirectly growing out of or connected with the following:

- (i) the use, financing, non-use, condition or occupancy of the Bond Financed Property, any repairs, construction, alterations, renovation, relocation, remodeling and equipping thereof or thereto or the condition of any such Bond Financed Property including adjoining sidewalks, streets or alleys and any equipment or facilities at any time located on or connected with such Bond Financed Property or used in connection therewith but which are not the result of the gross negligence of the Authority or Bond Trustee;
- (ii) a violation of any agreement, warranty, covenant or condition of this Loan Agreement or any other agreement executed in connection with this Loan Agreement;
- (iii) a violation of any contract, agreement or restriction by the Borrowers relating to the Project or the Bond Financed Property;
- (iv) a violation of any law, ordinance, rule, regulation or court order affecting the Project, the Bond Financed Property or the ownership, occupancy or use thereof or the Series 2021 Bonds or use of the proceeds thereof;
- (v) a violation of any law, ordinance, rules, regulation or court order relating to the sale of the 2021 Bonds or the use of any information statement (or other disclosure document) related thereto;
- (vi) any statement or information concerning the Borrowers, any of their officers and members, their operations or financial condition generally or the Bond Financed Property, contained in any information statement, the Information Statement, the Disclosure Statement, the Plan or supplements and amendments thereto furnished to



the Authority or the owner of any Bonds, that is untrue or incorrect in any material respect, and any omission from such information statement, the Information Statement, the Disclosure Statement, the Plan or any statement or information which should be contained therein for the purpose for which the same is to be used or which is necessary to make the statements therein concerning the Borrowers, any of their officers and members and the Bond Financed Property not misleading in any material respect, *provided* that such information statement, the Information Statement, the Disclosure Statement, the Plan or supplement or amendment has been approved by the Borrowers;

(vii) the acceptance or administration of the Bond Indenture, including without limitation the enforcement of any remedies under the Bond Indenture and related documents, provided that the Bond Trustee shall not be entitled to any indemnity related to liabilities described in this clause (vii) caused solely by the negligence or bad faith of the Bond Trustee;

(viii) any violation of any environmental regulations with respect to, or the release of any hazardous substances from, Bond Financed Property or any part thereof;

(ix) the defeasance and/or redemption, in whole or in part, of the Bonds;

(x) any declaration of taxability of interest on the Bonds, or allegations that interest on the Bonds is taxable or any regulatory audit or inquiry regarding whether interest in the Bonds is taxable; and

(xi) any injury to or death of any Person or damage to property in or upon the Bond Financed Property or growing out of or connected with the use, nonuse, condition or occupancy of the Bond Financed Property.

(b) In case any claim shall be made or any action shall be brought against one or more of the Indemnified Persons in respect of which indemnity can be sought against the Borrowers pursuant to any of the preceding paragraphs, the Indemnified Party seeking indemnity shall promptly notify the Borrowers, in writing, and the Borrowers shall promptly assume the defense thereof, including the employment of counsel chosen by the Borrowers and approved by the Authority or Bond Trustee, or both (*provided*, that such approval by the Authority or Bond Trustee shall not be unreasonably withheld), the payment of all expenses and the right to negotiate and consent to settlement. If any Indemnified Person is advised in a written opinion of counsel that there may be legal defenses available to such Indemnified Person which are adverse to or in conflict with those available to the Borrowers or that the defense of such Indemnified Person should be handled by separate counsel, the Borrowers shall not have the right to assume the defense of such Indemnified Person, but the Borrowers shall be responsible for the reasonable fees and expenses of counsel retained by such Indemnified Person in assuming its own defense, and *provided also* that, if the Borrowers shall have failed to assume the defense of such action or to retain counsel reasonably satisfactory to the Authority or Bond Trustee within a reasonable time after notice of the commencement of such action, the reasonable fees and

expenses of counsel retained by the Indemnified Person shall be paid by the Borrowers. Notwithstanding the foregoing, any one or more of the Indemnified Persons shall have the right to employ separate counsel with respect to any such claim or in any such action and to participate in the defense thereof, but the fees and expenses of such counsel shall be paid by such Indemnified Person unless the employment of such counsel has been specifically authorized by the Borrowers or unless the provisions of the immediately preceding sentence are applicable. The Borrowers shall not be liable for any settlement of any such action effected without the consent of the Borrowers, but if settled with the consent of the Borrowers or if there be a final judgment for the plaintiff in any such action with or without consent, the Borrowers agree to indemnify and hold harmless the Indemnified Person from and against any loss, liability or expense by reason of such settlement or judgment.

(c) The Borrowers shall also indemnify the Authority, Bond Trustee and such Indemnified Persons for all reasonable costs and expenses, including reasonable counsel fees, incurred in: (i) enforcing any obligation of the Borrowers under this Loan Agreement or any related agreement, (ii) taking any action requested by the Borrowers, (iii) taking any action required by this Loan Agreement or any related agreement, or (iv) taking any action considered necessary by the Authority and which is authorized by this Loan Agreement or any related agreement. If the Authority is to take any action under this Loan Agreement or any other instrument executed in connection herewith for the benefit of the Borrowers, it will do so if and only if (i) the Authority is a necessary party to any such action or proceeding, and (ii) the Authority has received specific written direction from the Borrowers, or the Bond Trustee, as the case may be, as required hereunder or under any other instrument executed in connection herewith, as to the action to be taken by the Authority.

(d) All amounts payable to the Authority under this Section 8.5 shall be deemed to be fees and expenses payable to the Authority for the purposes of the provisions hereof and of the Bond Indenture dealing with assignment of the Authority's rights hereunder. The Authority and its members, officers, agents, employees and their successors and assigns shall not be liable to the Borrowers for any reason.

(e) Any provision of this Loan Agreement or any other instrument or document executed and delivered in connection therewith to the contrary notwithstanding, the Authority retains the right to (i) enforce any applicable Federal or State law or regulation or resolution of the Authority, and (ii) enforce any rights accorded to the Authority by Federal or State law or policy or procedure of the Authority, and nothing in this Agreement shall be construed as an express or implied waiver thereof.

*Section 8.06 Licensure.* The Borrowers represent and warrant that their Facilities, including the Project, have all material federal, state and local licenses required for the operation thereof. The Borrowers will maintain or cause to be maintained all such licenses required for the operation of their Facilities and the Project, so long as it is in the best interests of the Borrowers and the Bondholders, as determined by the governing body of the Borrowers. If due to a change in law, additional licensures are required, the Borrowers will use best efforts to obtain and maintain such licensures.

*Section 8.07 Transfer of Assets.* The Borrowers covenant and agree that they will not sell, lease or otherwise dispose of any Property except as permitted by Section 417 of the Master Indenture. The provisions of the Master Indenture notwithstanding, the Borrowers covenant and agree that they will not sell, lease or otherwise dispose, directly or indirectly, in whole or in part, of any portion of the Bond Financed Property unless the conditions set forth in Project Certificate are satisfied.

*Section 8.08 Notice Regarding Bankruptcy Petitions, Event of Default or Potential Default.* The Borrowers agree to notify the Bond Trustee and the Authority in writing prior to any filing by either of a petition in bankruptcy and to notify the Bond Trustee and the Authority immediately by telephone and in writing as soon as reasonably practicable when they obtain knowledge that a petition in bankruptcy has been filed against the Borrowers or any other Member or of the occurrence of an event of default or potential default under this Loan Agreement or of any other development, financial or otherwise, which is expected to materially adversely affect the ability of the Borrowers to perform their obligations.

*Section 8.09 Maintenance of Status as Member of the Obligated Group.* Except as otherwise provided herein or in the Master Indenture, the Borrowers covenant and agree that as long as any Bonds remain outstanding under the Bond Indenture, they will remain a Member of the Obligated Group.

*Section 8.10 Discharge of Orders, Etc.* The Borrowers covenant to cause any order, writ or warrant of attachment, garnishment, execution, replevin or similar process filed against any part of the funds or accounts held by the Bond Trustee under the Bond Indenture to be discharged, vacated, bonded or stayed within 90 days after such filing (which 90-day period shall be extended for so long as the Borrowers are contesting such process in good faith), but, notwithstanding the foregoing, in any event not later than five days prior to any proposed execution or enforcement with respect to such filing or any transfer of moneys or investments pursuant to such filing.

*Section 8.11 Annual Certificate.* For each year that this Loan Agreement remains in effect, the Borrowers will furnish to the Bond Trustee annually no later than 210 days after the end of the Obligated Group's Fiscal Year, an Officer's Certificate of the Obligated Group Agent stating that (i) the Borrowers have made a review of their activities during the preceding calendar year for the purpose of determining whether or not the Borrowers have complied with all federal tax and federal securities law requirements relating to the bond issue and has determined that the Borrowers are in compliance with all requirements, (ii) the Borrowers' post-issuance compliance policy contains at least: (a) an identification of a responsible officer or officers for bond compliance, (b) procedures for record retention, including a requirement to maintain records for the entire record retention period (generally, four years after the date on which the last bond of the issue is retired), (c) procedures to assure that the arbitrage yield restriction and rebate requirements are met, and (d) procedures to take remedial action, if required, including acknowledgement of the voluntary closing agreement program of the Internal Revenue Service, (iii) the Borrowers are in compliance with their post-issuance compliance policy, (iv) the Borrowers have made a review of their activities during the preceding calendar year for the

purpose of determining whether or not the Borrowers have complied with all of the terms, provisions and conditions of this Loan Agreement, (v) the Borrowers have kept, observed, performed and fulfilled each and every covenant, provision and condition of this Loan Agreement on their part to be performed, and (vi) the Borrowers are not in default in the performance or observance of any of the covenants, provisions or conditions hereof, or if the Borrowers shall be in default, such certificate shall specify all such defaults and the nature thereof. The Authority may request at its sole discretion copies of any such certificate from the Corporation and/or the Bond Trustee.

*Section 8.12 Maintenance and Repair; Insurance.* The Borrowers will maintain the Project in a safe and sound operating condition, making from time to time, all needed material repairs thereto, and shall maintain reasonable amounts of insurance coverage with respect to the Project and shall pay all costs of such maintenance, repair and insurance, including as required by Sections 406 and 407 of the Master Indenture.

## ARTICLE IX

### EVENTS OF DEFAULT AND REMEDIES THEREFOR

*Section 9.01 Events of Default.* The occurrence and continuance of any of the following events shall constitute an “event of default hereunder:

(a) failure of the Borrowers to pay any monthly installment of principal, interest or premium on the Series 2021 Obligation or any other payment required by Sections 6.1 or 6.2 hereof when the same shall become due and payable, and the continuance of such failure for five days; or

(b) failure by the Borrowers to perform or comply with any of the covenants, conditions or provisions hereof or of the Tax Exemption Agreement and failure to remedy such default within 30 days after notice thereof from the Authority to the Borrowers; *provided, however,* that, if in the judgment of the Bond Trustee such default cannot with due diligence and dispatch be wholly cured within 30 days but can be wholly cured, the failure of the Borrowers to remedy such default within such 30-day period shall not constitute a default hereunder if the Borrowers shall immediately upon receipt of such notice commence with due diligence and dispatch the curing of such default and, having so commenced the curing of such default, shall thereafter prosecute and complete the same with due diligence and dispatch and such default shall be cured within 60 days of notice; or

(c) if any representation or warranty made by the Borrowers herein or in any statement or certificate furnished to the Authority or the Bond Trustee or the purchaser of any Bonds in connection with the sale of Bonds or furnished by the Borrowers pursuant hereto, proves untrue in any material respect as of the date of the issuance or making thereof and shall not be made good within 30 days after notice thereof to the Borrowers by the Authority or the Bond Trustee; *provided, however,* that, if in the judgment of the Bond Trustee such default cannot with due diligence and dispatch be wholly cured within 30 days but can be wholly cured,

the failure of the Borrowers to remedy such default within such 30-day period shall not constitute a default hereunder if the Borrowers shall immediately upon receipt of such notice commence with due diligence and dispatch the curing of such default and, having so commenced the curing of such default, shall thereafter prosecute and complete the same with due diligence and dispatch and such default shall be cured within 60 days of notice; or

(d) any event of default shall occur under the Master Indenture, the Mortgage or Bond Indenture; or

(e) if the Borrowers admit insolvency or bankruptcy or their inability to pay their debts as they mature, or are generally not paying their debts as such debts become due, or make an assignment for the benefit of creditors or apply for or consent to the appointment of a trustee, custodian or receiver for the Borrowers or for the major part of their Property; or

(f) if a trustee, custodian or receiver is appointed for the Borrowers or for the major part of their Property and is not discharged within 60 days after such appointment; or

(g) if bankruptcy, reorganization, arrangement, insolvency or liquidation proceedings, proceedings under Title 11 of the United States Code, as amended, or other proceedings for relief under any bankruptcy law or similar law for the relief of debtors are instituted by or against the Borrowers (other than bankruptcy proceedings instituted by the Borrowers against third parties), and if instituted against the Borrowers are allowed against the Borrowers or are consented to or are not dismissed, stayed or otherwise nullified within 60 days after such institution; or

(h) if payment of any installment of interest, principal or premium on any Bond shall not be made when the same shall become due and payable under the provisions of the Bond Indenture.

Whenever any event of default shall have occurred and be continuing hereunder:

I. *Acceleration of Maturity; Waiver of Event of Default and Rescission of Acceleration.* Upon the happening of any event of default, the Bond Trustee may, or at written request of the owners of not less than 25% in aggregate principal amount of the Series 2021 Bonds Outstanding under the Bond Indenture, and upon being indemnified to its satisfaction, the Bond Trustee shall, by notice in writing delivered to the Authority and the Borrowers, declare the entire principal amount of the Series 2021 Obligation Outstanding hereunder and the interest accrued thereon, immediately due and payable, and the entire principal and interest shall thereupon become and be immediately due and payable. This provision, however, is subject to the condition that if, at any time after the principal of any of the Series 2021 Obligation shall have been so declared and become due and payable, all arrears of interest, if any, upon the Series 2021 Obligation and the expenses of the Authority shall be paid by the Borrowers, and every other default in the observance or performance of any covenant, condition or agreement in the Series 2021 Obligation or in this Loan Agreement contained shall be made good, or be secured, to the satisfaction of the Authority, or provision deemed by the Authority to be adequate shall be made therefor, then and in every such case the Authority by written notice to the

Borrowers may waive the event of default by reason of which the principal of the Series 2021 Obligation shall have been so declared and become due and payable and may rescind and annul such declaration and its consequences; *provided, however*, that there shall not be waived any event of default in the payment of the principal payable on the Series 2021 Bonds when due whether by mandatory or optional redemption or at the date of maturity specified therein; and *provided, further*, that no such waiver, rescission or annulment shall extend to or affect any subsequent event of default or impair any right consequent thereon. The Authority may, by written notice to the Master Trustee, request that it declare the principal of the Series 2021 Obligation (if not then due and payable) to be due and payable immediately, subject to the provisions of Section 510 of the Master Indenture regarding waiver of events of default, anything in the Series 2021 Obligation or in this Loan Agreement contained to the contrary notwithstanding.

II. *Right to Bring Suit, Etc.* The Authority, personally or by attorney, may in its discretion, proceed to protect and enforce its rights by pursuing any available remedy including a suit or suits in equity or at law, whether for damages or for the specific performance of any obligation, covenant or agreement contained in the Series 2021 Obligation, in this Loan Agreement or in the Master Indenture, or in aid of the execution of any power herein granted, or for the enforcement of any other appropriate legal or equitable remedy, as the Authority shall deem most effectual to collect the payments then due and thereafter to become due on the Series 2021 Obligation, to enforce performance and observance of any obligation, agreement or covenant of the Borrowers hereunder, under the Series 2021 Obligation or under the Master Indenture or to protect and enforce any of the Authority's rights or duties hereunder or thereunder.

*Section 9.02 Application of Proceeds from Exercise of Remedies.* The proceeds or avails resulting from the exercise of any such remedies, together with any other sums which then may be held by the Authority under this Loan Agreement, whether under the provisions of this Article or otherwise, and which are available for such application shall be applied as set forth in Section 706 of the Bond Indenture.

*Section 9.03 Remedies Cumulative; Delay or Omission Not a Waiver.* No remedy herein conferred upon or reserved to the Authority or the Bond Trustee is intended to be exclusive of any other available remedy or remedies but each and every such remedy shall be cumulative and shall be in addition to every other remedy given under this Loan Agreement and the Bond Indenture, now or hereafter existing, at law or in equity or by statute. No delay or omission to exercise any right or power accruing upon any Event of Default hereunder shall impair any such right or power or shall be construed to be a waiver thereof, but any such right and power may be exercised from time to time and as often as may be deemed expedient.

*Section 9.04 Waiver of Extension, Appraisalment, Stay, Laws.* To the extent permitted by law, the Borrowers will not during the continuance of any event of default hereunder insist upon or plead, or in any manner whatever claim or take any benefit or advantage of, any stay or extension law wherever enacted, now or at any time hereafter in force, which may affect the covenants and terms of performance of this Loan Agreement; nor claim, take or insist upon any

benefit or advantage of any law now or hereafter in force providing for the valuation or appraisal of any of the Borrowers' Property prior to any sale or sales thereof which may be made pursuant to any provision herein contained, or pursuant to the decree, judgment or order of any court of competent jurisdiction; nor after any such sale or sales, claim or exercise any right under any statute heretofore or hereafter enacted by the United States of America or by any state or territory, or otherwise, to redeem the Property so sold or any part thereof; and the Borrowers hereby expressly waive all benefits or advantage of any such law or laws and covenant not to hinder, delay or impede the execution of any power herein granted or delegated to the Authority, but to suffer and permit the execution of every power as though no such law or laws had been made or enacted.

*Section 9.05 Remedies Subject to Provisions of Law.* All rights, remedies and powers provided by this Article may be exercised only to the extent that the exercise thereof does not violate any applicable provision of law in the premises, and all the provisions of this Article are intended to be subject to all applicable mandatory provisions of law which may be controlling in the premises and to be limited to the extent necessary so that they will not render this Loan Agreement invalid or unenforceable under the provisions of any applicable law.

*Section 9.06 Default by the Authority—Limited Liability.* Notwithstanding any provision or obligation to the contrary set forth herein, no provision of this Loan Agreement shall be construed so as to give rise to a pecuniary liability of the Authority or to give rise to a charge upon the general credit of the Authority, the liability of the Authority hereunder shall be limited to its interest in the Project, this Loan Agreement, the Series 2021 Obligation and all other related documents and collateral and the lien of any judgment shall be restricted thereto. In the performance of the agreements of the Authority herein contained, any obligation it may incur for the payment of money shall not be a debt of the Authority, nor shall the Authority be liable on any obligation so incurred. The Authority does not assume general liability for the repayment of the bonds or for the costs, fees, penalties, taxes, interest, commissions, charges, insurance or any other payments recited herein, and shall be obligated to pay the same only out of the amounts payable by the Borrowers hereunder. The Authority shall not be required to do any act whatsoever or exercise any diligence whatsoever to mitigate the damages to the Borrowers if a default shall occur hereunder.

## ARTICLE X

### SUPPLEMENTS AND AMENDMENTS TO THIS LOAN AGREEMENT

*Section 10.01 Supplements and Amendments to This Loan Agreement.* Subject to the terms, conditions and provisions of Article X of the Bond Indenture, the Borrowers and the Authority, with the consent of the Bond Trustee, may from time to time enter into supplements and amendments to this Loan Agreement. An executed copy of any of the foregoing amendments, changes or modification shall be filed with the Bond Trustee. The Bond Trustee may grant such waivers of compliance by the Borrowers with provisions of this Loan Agreement as to which the Bond Trustee may deem necessary or desirable to effectuate the purposes or

intent hereof and which, in the opinion of the Bond Trustee, do not have a material adverse effect upon the interests of the Bondholders, *provided* that the Bond Trustee shall file with the Authority any and all such waivers granted by the Bond Trustee within three (3) business days thereof.

## ARTICLE XI

### DEFEASANCE

*Section 11.01 Defeasance.* If the Borrowers shall pay and discharge or provide, in a manner satisfactory to the Authority, for the payment and discharge of the whole amount of the principal of, premium, if any, and interest on the Series 2021 Obligation and shall pay or cause to be paid all other sums payable hereunder and under the Bond Indenture, or shall make arrangements satisfactory to the Authority for such payment and discharge, then and in that case all property, rights and interest hereby conveyed or assigned or pledged shall revert to the Borrowers, and the estate, right, title and interest of the Authority therein shall thereupon cease, terminate and become void; and this Loan Agreement and the covenants of the Borrowers contained herein, shall be discharged and the Authority in such case on demand of the Borrowers and at their cost and expense, shall execute and deliver to the Borrowers a proper instrument or proper instruments acknowledging the satisfaction and termination of this Loan Agreement and shall convey, assign and transfer or cause to be conveyed, assigned or transferred, and shall deliver or cause to be delivered, to the Borrowers, all Property, including money, then held by the Authority other than moneys deposited with the Bond Trustee for the payment of the principal of, premium, if any, or interest on the Series 2021 Obligation, together with such Obligations marked paid or cancelled.

The Borrowers agree to pay all costs of the Authority, its advisors and counsel in connection with any advance refunding of the Series 2021 Bonds, including, without limitation the cost of having a bond rating reassigned to any Bonds which are to be advance refunded, if such rating is requested by the Borrowers. The Borrowers also agree that prior to advance refunding the Series 2021 Bonds they will make available to any Rating Agency which is maintaining a rating on the Series 2021 Bonds to be refunded such information as any such Rating Agency may require to reassign a bond rating to any Bonds which are to be advance refunded.

## ARTICLE XII

### MISCELLANEOUS PROVISIONS

*Section 12.01 Payment of Expenses of Issuance of Bonds.* The Borrowers agree to be liable and pay for any commitment and other financing costs, recording expenses, trustee's acceptance fees, title insurance costs, legal fees, printing expenses and other fees and fair and customary expenses incurred or to be incurred by or on behalf of the Authority in connection with or as an incident to the issuance and sale of the Series 2021 Bonds.



*Section 12.02 Loan Agreement for Benefit of Parties Hereto.* Nothing in this Loan Agreement, express or implied, is intended or shall be construed to confer upon, or to give to, any person other than the parties hereto and the holders of the Series 2021 Obligation, any right, remedy or claim under or by reason of this Loan Agreement or any covenant, condition or stipulation hereof; and the covenants, stipulations and agreements in this Loan Agreement contained are and shall be for the sole and exclusive benefit of the parties hereto, their successors and assigns, and the holders of the Series 2021 Obligation.

*Section 12.03 Severability.* In case any one or more of the provisions contained in this Loan Agreement or in the Series 2021 Obligation shall be invalid, illegal or unenforceable in any respect, the validity, legality and enforceability of the remaining provisions contained herein and therein shall not in any way be affected or impaired thereby.

*Section 12.04 Notices.* Unless otherwise specifically provided herein, any notice, request, complaint, demand, communication or other paper shall be sufficiently given and shall be deemed given when the same is: (i) deposited in the United States mail and sent by first class mail, postage prepaid, or (ii) delivered, in each case to the parties at the addresses set forth below or at such other address as a party may designate by notice to the other parties:

To the Authority:

Illinois Finance Authority  
P.O. Box 641249  
Chicago, Illinois 60664  
Attention: Executive Director

with a copy to:

Illinois Finance Authority  
P.O. Box 641249  
Chicago, Illinois 60664  
Attention: General Counsel

To the Borrowers:

Timothy Place, NFP  
18601 North Creek Drive, Suite A  
Tinley Park, Illinois 60477  
Attention: Chief Executive Officer  
Telephone: (708) 342-8100  
Facsimile: (708) 342-8000

To the Bond Trustee:

UMB Bank, National Association  
120 Sixth Street South, Suite 1400  
Minneapolis, Minnesota 55402  
Attention: Corporate Trust  
Telephone: (612) 337-7005

To the Master Trustee:

UMB Bank, National Association  
120 Sixth Street South, Suite 1400  
Minneapolis, Minnesota 55402  
Attention: Corporate Trust  
Telephone: (612) 337-7003

*Section 12.05 Successors and Assigns.* Whenever in this Loan Agreement any of the parties hereto is named or referred to, the successors and assigns of such party shall be deemed to be included and all the covenants, promises and agreements in this Loan Agreement contained by or on behalf of the Borrowers, or by or on behalf of the Authority, shall bind and inure to the benefit of their respective successors and assigns, whether so expressed or not.

*Section 12.06 Counterparts.* This Loan Agreement is being executed in any number of counterparts, each of which is an original and all of which are identical. Each counterpart of this Loan Agreement is to be deemed an original hereof and all counterparts collectively are to be deemed but one instrument.

*Section 12.07 Governing Law.* This Loan Agreement shall be governed exclusively by and construed in accordance with the internal laws of the State of Illinois applicable to contracts to be wholly performed therein.

*Section 12.08 No Recourse to the Authority.* The obligations of the Authority with the respect to the Series 2021 Bonds and under this Loan Agreement are special, limited obligations of the Authority, payable solely out of the revenues and income derived under this Loan Agreement and the Series 2021 Obligation and as otherwise provided under this Loan Agreement and the Bond Indenture. The obligations of the Authority hereunder shall not be deemed to constitute an indebtedness or an obligation of the State of Illinois or any political subdivision thereof within the purview of any constitutional limitation or statutory provision, or a charge against the credit or general taxing powers, if any, of any of them. The Authority does not have the power to levy taxes for any purposes whatsoever. Neither the Authority nor any member, director, officer, employee or agent of the Authority nor any person executing the Series 2021 Bonds shall be liable personally for the Series 2021 Bonds or be subject to any personal liability or accountability by reason of the issuance of the Series 2021 Bonds. No recourse shall be had for the payment of the principal of, premium, if any, and interest on any of the Series 2021 Bonds or for any claim based thereon or upon any obligation, covenant or agreement contained in the Bond Indenture or this Loan Agreement against any past, present or

future member, officer, agent or employee of the Authority, or any incorporator, member, officer, employee, director or trustee of any successor corporation, as such, either directly or through the Authority or any successor corporation, under any rule of law or equity, statute or constitution or by the enforcement of any assessment or penalty or otherwise, and all such liability of any such incorporator, member, officer, employee, director, agent or trustee as such is hereby expressly waived and released as a condition of and consideration for the execution of the Indenture and this Loan Agreement and the issuance of the Series 2021 Bonds.

*Section 12.09 Term of This Loan Agreement.* This Loan Agreement shall be in full force and effect from the date hereof, and shall continue in effect until the payment in full of all principal of, premium, if any, and interest on the Series 2021 Bonds, or provision for the payment thereof shall have been made pursuant to Article XI of the Bond Indenture; all fees, charges, indemnities and expenses of the Authority, Bond Trustee and Bond Registrar have been fully paid or provision made for such payment (the payment of which fees, charges, indemnities and expenses shall be evidenced by a written certification of the Borrowers that they have fully paid or provided for all such fees, charges, indemnities and expenses); and all other amounts due hereunder and under the obligations pledged under the Bond Indenture have been duly paid or provision made for such payment. All representations, certifications and covenants by the Borrowers as to the indemnification of various parties and the payment of fees and expenses of the Authority as described in Section 8.05 hereof, and all matters affecting the tax-exempt status of the Series 2021 Bonds shall survive the termination of this Loan Agreement.

*Section 12.10 Bond Indenture Provisions.* The Bond Indenture provisions concerning the Series 2021 Bonds and other matters therein are an integral part of the terms and conditions of the loan made by the Authority to the Borrowers pursuant to this Loan Agreement and the execution of this Loan Agreement shall constitute conclusive evidence of approval of the Bond Indenture by the Borrowers to the extent it relates to the Borrowers. Additionally, the Borrowers agree that, whenever the Bond Indenture by its terms imposes a duty or obligation upon the Borrowers, such duty or obligation shall be binding upon the Borrowers to the same extent as if the Borrowers were an express party to the Bond Indenture, and the Borrowers hereby agree to carry out and perform all of their obligations under the Bond Indenture as fully as if the Borrowers were a party to the Bond Indenture.

*Section 12.11 Payment of Authority Fees.* The Borrowers shall pay a one-time issuance fee of \$\_\_\_\_\_ to the Authority and the fees of special counsel to the Authority prior to or contemporaneously with the issuance of the Bonds.

IN WITNESS WHEREOF, the Corporation, the Foundation and the Authority have caused this Loan Agreement to be executed in their respective corporate names, all as of the date first above written.

TIMOTHY PLACE, NFP

By: \_\_\_\_\_  
Chief Financial Officer

CHRISTIAN HEALTHCARE FOUNDATION, NFP

By: \_\_\_\_\_  
Vice President of Finance

ILLINOIS FINANCE AUTHORITY

By: \_\_\_\_\_  
Executive Director

*[Signature Place to the Loan Agreement]*



Draft dated January 18, 2021

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SECOND AMENDED AND RESTATED  
MORTGAGE AND SECURITY AGREEMENT

by and between

TIMOTHY PLACE, NFP,

CHRISTIAN HEALTHCARE FOUNDATION, NFP,

Mortgagors,

and

UMB BANK, NATIONAL ASSOCIATION,  
as Master Trustee,

Mortgagee

Dated as of April 1, 2021

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This instrument was prepared by  
and upon recording return to:

Chapman and Cutler LLP  
111 West Monroe Street  
Chicago, Illinois 60603  
Attention: John F. Bibby, Jr.

EXHIBIT E TO PLAN SUPPLEMENT

**SECOND AMENDED AND RESTATED MORTGAGE AND SECURITY AGREEMENT**

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Exhibit A — Description of Land



This Second Amended and Restated Mortgage and Security Agreement dated as of April 1, 2021 (this "*Mortgage*"), between Timothy Place, NFP, an Illinois not for profit corporation (the "*Corporation*"), and Christian Healthcare Foundation, NFP, an Illinois not for profit corporation (the "*Foundation*"), as Mortgagors (together, the "*Mortgagors*"), and UMB Bank, National Association, a national banking association duly established and existing under and by virtue of the laws of the United States, not personally but as master trustee under the Master Indenture hereinafter referred to (the "*Master Trustee*"), as mortgagee.

## WITNESSETH

WHEREAS, the Master Trustee is holder of a security interest in the Mortgaged Property (as defined herein) pursuant to that Amended and Restated Mortgage and Security Agreement by and between the Mortgagors and the Master Trustee, dated as of April 1, 2016 and recorded in the office of the Recorder of Deeds of DuPage County, Illinois on April 6, 2016 as Document No. 06-14-412-045 which amended and restated the Mortgage and Security Agreement dated as of May 1, 2010 and recorded in the office of the Recorder of Deeds of DuPage County, Illinois on June 3, 2010 as Document No. R2010-071157 (the "*Original Mortgage*") which secure certain Direct Note Obligations described below (the "*Series 2016 Obligations*") issued by the Mortgagors in favor of the Master Trustee under and pursuant to a certain Amended and Restated Master Trust Indenture dated as of April 1, 2016 among the Mortgagors and Master Trustee, which amended and restated the Master Trust Indenture dated as of May 1, 2010 among the Mortgagors and Master Trustee, (the "*Existing Master Indenture*"), which immediately prior to the execution of this Mortgage the outstanding Series 2016 Obligations consisted of: (i) \$103,691,500 Direct Note Obligation, Series 2016A (Illinois Finance Authority), (ii) \$20,514,750 Direct Note Obligation, Series 2016B (Illinois Finance Authority) and (iii) \$21,918,750 Direct Note Obligation, Series 2016C (Illinois Finance Authority); and

WHEREAS, on December 15, 2020, the Mortgagors filed voluntary bankruptcy petitions under Chapter 11 of Title 11 of the United States Code, and pursuant to such petitions and the plan of reorganization (the "*Plan*") confirmed by the bankruptcy court (the "*Confirmation Order*"), the amendment and restatement of the Existing Master Indenture has been approved; and

WHEREAS, simultaneously with the execution and delivery of this Mortgage, the Existing Master Indenture will be amended and restated by the Second Amended and Restated Master Trust Indenture dated as of April 1, 2021 (the "*Master Indenture*") among the Mortgagors and Master Trustee; and

WHEREAS, pursuant to the Master Indenture, the Mortgagors, as the initial Members of the Obligated Group (as defined in the Master Indenture), are authorized to issue Obligations from time to time, including without limitation the Series 2021 Obligation (as hereinafter defined) and any other Obligations hereinafter issued pursuant to the Master Indenture (collectively, the "*Obligations*"), all of which Obligations are hereby incorporated by reference; and

WHEREAS, pursuant to the Master Indenture, the Mortgagors will issue their \$107,269,103 Direct Note Obligation, Series 2021 (Illinois Finance Authority) (the “*Series 2021 Obligation*”); and

WHEREAS, the Series 2021 Obligation will secure the loan to the Mortgagors of the proceeds of the \$107,269,103 Illinois Finance Authority Revenue Bonds, Series 2021 (Park Place of Elmhurst Project) (the “*Series 2021A Bonds*”), pursuant to the Loan Agreement dated as of April 1, 2021 among the Mortgagors and the Illinois Finance Authority; and

WHEREAS, in accordance with the Plan, simultaneously with the execution and delivery hereof, the Series 2021 Obligation will be exchanged for the outstanding Series 2016 Obligations and all Series 2016 Obligations shall be cancelled and no longer outstanding under the Master Indenture; and

WHEREAS, the Mortgagors are the owner in fee simple of the real estate described in *Exhibit A* hereto (the “*Land*”); and

WHEREAS, in connection with the execution and delivery of the Master Indenture, the Mortgagors desire to amend and restate the Original Mortgage so as to mortgage and assign to the Master Trustee their interests in the Land and other Mortgaged Property described herein as security for the Obligations and the performance of the obligations of the Obligated Group under the Master Indenture and the Mortgagors hereunder; *provided, however*, that the maximum aggregate principal amount of Obligations that may be secured hereby is expressly limited to \$500,000,000;

NOW, THEREFORE, in consideration of the premises, the acceptance of the Obligations by the purchasers thereof and for other good and valuable consideration the receipt whereof is hereby acknowledged, and in order to secure the payment of the principal of, premium, if any, and interest payable on the Obligations and the performance of all the obligations of the Obligated Group contained in the Master Indenture and of the Mortgagors contained herein, the Mortgagors have executed and delivered this Mortgage and by these presents does assign, bargain, grant, mortgage, warrant, convey, transfer, pledge, set over and confirm unto the Master Trustee and its successors and assigns forever, and grant a security interest thereunto in, all of the Mortgagors’ right, title and interest in, to and under any and all of the following described property (herein called the “*Mortgaged Property*”):

## GRANTING CLAUSES

### DIVISION I

The Land described in *Exhibit A* hereto, together with the entire interest (whether now owned or hereafter acquired) in and to said Land and in and to all buildings, structures, improvements and appurtenances now standing, or at any time hereafter constructed or placed upon the Land, including all building materials, building equipment and fixtures of every kind and nature whatsoever on the Land or in any building, structure or improvement now standing or

hereafter constructed or placed thereon, and the reversion or reversions, and remainder or remainders, in and to the Land, and together with the entire interest of the Mortgagors in and to all and singular the tenements, hereditaments, easements, rights of way, rights, privileges and appurtenances to the Land, belonging or in any way appertaining thereto, and all right, title and interest of the Mortgagors in, to and under any streets, ways or alleys adjoining the Land or any part thereof including all bridges thereover and tunnels thereunder, all mineral, oil and water rights, including without limitation all claims or demands whatsoever of the Mortgagors either in law or in equity, in possession or expectancy of, in and to the Land, it being the intention of the parties hereto that, so far as may be permitted by law, all property of the character hereinabove described, which is now owned or hereafter acquired by the Mortgagors and affixed to or attached to or placed on the Land shall be deemed to be, and shall be considered as, fixtures and appurtenances to said Land, together with all rents, income, issues and profits therefrom (collectively, the “*Mortgaged Land*”);

## **DIVISION II**

All of the machinery, equipment, furniture, spare parts and inventory, including all present and future attachments and accessories thereto and replacements thereof, all as defined in Article 9 of the Uniform Commercial Code, as amended, of Illinois owned by the Mortgagors and located on the Mortgaged Land or used or useful in connection with the Mortgaged Land wherever such machinery, equipment, furniture, spare parts, inventory and other personal property is located (the “*Machinery and Equipment*”);

## **DIVISION III**

All personal property, general intangibles, accounts, chattel paper, goods, contract rights, permits, licenses, approvals, warranties, instruments, investment property, and deposit accounts, all as defined in Article 9 of the Uniform Commercial Code, as amended, of Illinois and all proceeds of the same, wherever such is located (the “*Personal Property*”);

## **DIVISION IV**

All judgments, awards of damages, settlements and other compensation heretofore or hereafter made resulting from condemnation proceedings or the taking of the property described in Division I or any part thereof or any building or other improvement now or at any time hereafter located thereon or any easement or other appurtenance thereto under the power of eminent domain, or any similar power or right (including without limitation any award from the United States Government at any time after the allowance of the claim therefor, the ascertainment of the amount thereof and the issuance of the warrant for the payment thereof), whether permanent or temporary, or for any damage (whether caused by such taking or otherwise) to said property or any part thereof or the improvements thereon or any part thereof, or to any rights appurtenant thereto, including without limitation severance and consequential damage, and any award for change of grade of streets (collectively, “*Condemnation Awards*”); and

## DIVISION V

Any and all other property of every kind and nature from time to time hereafter owned by the Mortgagors, by delivery or by writing of any kind, conveyed, pledged, assigned or transferred as and for additional security hereunder by the Mortgagors or by anyone on its behalf to the Master Trustee, together with all proceeds, including without limitation insurance proceeds with respect to anything referred to in Division I through IV hereof;

Subject, however, to Permitted Encumbrances, as defined in the Master Indenture;

To Have and To Hold all and singular, the Mortgaged Property, whether now owned or hereafter acquired, unto the Master Trustee, its successors and assigns forever; *provided, however,* that this Mortgage is upon the express condition that if the Mortgagors shall pay or cause to be paid all indebtedness secured hereby and shall keep, perform and observe all and singular the covenants and promises in the Obligations, in the Master Indenture and in this Mortgage expressed to be kept, performed and observed by the Mortgagors or the Obligated Group, then this Mortgage and the rights hereby granted shall cease, determine and be void, otherwise to remain in full force and effect.

The Mortgagors and the Master Trustee hereby further covenant and agree as follows:

## ARTICLE I

### DEFINITIONS

In addition to the words and terms elsewhere defined in this Mortgage, the following words and terms as used in this Mortgage and not otherwise defined herein shall have the following meanings unless the context or use indicates another or different meaning or intent:

“*Collateral*” has the meaning set forth in Section 3.20.

“*Condemnation Awards*” has the meaning set forth in Division IV of the Granting Clauses.

“*Event of Default*” has the meaning set forth in Section 4.1.

“*Hazardous Materials*” has the meaning set forth in Article II(c).

“*Indebtedness secured hereby*” means the Obligations and the other amounts payable under the Master Indenture and this Mortgage.

“*Land*” means the real estate described in *Exhibit A* hereto.

“*Machinery and Equipment*” has the meaning set forth in Division II of the Granting Clauses.

“*Master Trustee*” means UMB Bank, National Association, a national banking association duly established and existing under and by virtue of the laws of the United States.

“*Mortgage*” means this Second Amended and Restated Mortgage and Security Agreement, as supplemented and amended from time to time.

“*Mortgaged Land*” has the meaning set forth in Division I of the Granting Clauses.

“*Mortgaged Property*” means the property described in Divisions I, II, III, IV and V of the Granting Clauses.

“*Obligations*” has the meaning set forth in the preliminary statement of this Mortgage, all of which are hereby incorporated in this Mortgage by reference, as if set forth herein.

“*Personal Property*” has the meaning set forth in Division III hereof.

“*Released Property*” has the meaning set forth in Section 5.2(A).

“*Series 2021 Loan Agreement*” means the Loan Agreement dated as of April 1, 2021 among the Mortgagors and the Illinois Finance Authority.

“*State*” means the State of Illinois.

“*Substituted Property*” has the meaning set forth in Section 5.2(B)(1).

“*Tax and Insurance Deposits*” has the meaning set forth in Section 3.9.

“*Taxes*” has the meaning set forth in Section 3.7.

“*Uniform Commercial Code*” means the Illinois Uniform Commercial Code, 810 ILCS 5/1-101 *et seq.*

The other terms used in this Mortgage shall have the same meanings as set forth in the Master Indenture. All accounting terms not otherwise defined in the Master Indenture or herein shall have the meanings assigned to them in accordance with generally accepted accounting principles.

All references in this instrument to designated “Articles,” “Sections” and other subdivisions are to the designated Articles, Sections and other subdivisions of this instrument as originally executed. The words “herein,” “hereof” and “hereunder” and other words of similar import refer to this Mortgage as a whole and not to any particular Article, Section or other subdivision unless the context indicates otherwise.

## ARTICLE II

### REPRESENTATIONS AND WARRANTIES

Each Mortgagor makes the following representations and warranties as the basis for its covenants herein:

(a) It is a not for profit corporation duly incorporated under the laws of the State, is in good standing and duly authorized to conduct its business in the State, is duly authorized and has full power under the laws of the State and all other applicable provisions of law and its articles of incorporation and bylaws to create, issue, enter into, execute and deliver this Mortgage, and all action on its part necessary for the valid execution and delivery of this Mortgage has been duly and effectively taken.

(b) The execution and delivery of this Mortgage, the consummation of the transactions contemplated hereby, and the fulfillment of the terms and conditions hereof do not and will not conflict with or result in a breach of any of the terms or conditions of any corporate restriction or of any agreement or instrument to which it is now a party, and do not and will not constitute a default under any of the foregoing, or result in the creation or imposition of any Lien, charge or encumbrance of any nature upon any of its Property except for Permitted Encumbrances. The Mortgagors have good and marketable fee simple title to the Land and is the lawful owner and is now lawfully seized and possessed of the Mortgaged Property (other than that not presently in existence), free and clear of all Liens whatsoever except Permitted Encumbrances. The Mortgagors have full power and lawful authority to mortgage and grant a security interest in the Mortgaged Property to the Master Trustee and will preserve, warrant and defend the same unto the Master Trustee against the claims of all persons and parties. This Mortgage constitutes (i) a valid first mortgage lien upon the Land, including the fixtures, subject only to Permitted Encumbrances, (ii) a security interest in the Machinery and Equipment and Personal Property, which security interest is (a) perfected to the extent the same may be perfected by filing under the Uniform Commercial Code and (b) prior to any other security interest in such Machinery and Equipment, and Personal Property subject only to Permitted Encumbrances and (iii) a legal, valid and binding obligation of the Mortgagors, enforceable in accordance with its terms. The easements, rights-of-way, liens, encumbrances, covenants, conditions, restrictions, exceptions, minor defects, irregularities of title and encroachments on adjoining real estate which are Permitted Encumbrances, if any, now existing with respect to the Land do not and will not materially adversely affect the value of the Facilities or the Property currently affected thereby, or materially impair or materially interfere with the operation and usefulness thereof for the purpose for which they were acquired or are held by the Mortgagors.

(c) Except in accordance with applicable law, neither the Mortgagors, nor to the best of the Mortgagors' knowledge, any lessee nor any previous owner, tenant, occupant or user of the Mortgaged Property, has used, generated, released, discharged, stored or disposed of, or is using, generating, releasing, discharging, storing or disposing of, any Hazardous Materials (as defined below) on, under or in the Mortgaged Property,

or has transported, or is transporting, any Hazardous Materials to or from the Mortgaged Property and no Hazardous Materials are present on the Mortgaged Property. The Mortgagors shall not, except in accordance with applicable law, cause, suffer to exist or permit the presence, use, generation, release, discharge, storage or disposal of any Hazardous Materials on, under or in, or the transportation of any Hazardous Materials to or from, the Mortgaged Property. The term "Hazardous Materials" shall include any flammable materials, explosives, radioactive materials, hazardous materials, petroleum, asbestos, polychlorinated biphenyls, hazardous waste, hazardous or toxic substances or related materials described in the Clean Water Act, 33 U.S.C. §1251 *et seq.* (33 U.S.C. §1321) or listed pursuant to Section 307 of the Clean Water Act (33 U.S.C. §1317), or described in the Resource Conservation and Recovery Act, 42 U.S.C. §6901 *et seq.* (42 U.S.C. §6903), the Comprehensive Environmental Response, Compensation and Liability Act, 42 U.S.C. §9601 *et seq.* (42 U.S.C. §9601), the Toxic Substances Control Act, 15 U.S.C. §2601 *et seq.* (15 U.S.C. §2605), or under any other applicable federal, State or local environmental law, ordinance, rule or regulation.

(d) The Mortgaged Property and its intended use substantially and materially comply with applicable laws, ordinances, governmental rules and regulations and the terms of any final judgment or order by any federal, State, regional or local governmental agency, including, without limitation, all applicable federal, State and local laws pertaining to air and water quality, hazardous waste, waste disposal, underground storage tanks, and other environmental matters, including, but not limited to, the Clean Air, Federal Water Pollution Control, Solid Waste Disposal, Resource Conservation and Recovery and Comprehensive Environmental Response, Compensation and Liability Acts, and the rules, regulations and ordinances of all applicable federal, State and local agencies and bureaus (collectively, the "*Applicable Environmental Regulations*" or "*Environmental Laws*"). The Mortgagors covenant that the Mortgaged Property and its use shall at all times substantially and materially comply with all Applicable Environmental Regulations.

(e) The Mortgagors represent and warrant that: (i) the proceeds of the Obligations secured by this Mortgage will be used for the purposes specified in 815 ILCS 205/4(1)(a) and that the indebtedness secured hereby constitutes a business loan which comes within the purview of said 815 ILCS 205/4(1)(a); and (ii) the Property does not include agricultural real estate, as defined in Section 15-1201 of the Illinois Mortgage Foreclosure Law, 735 ILCS 5/15-1101 *et seq.* (as amended from time to time, the "*Mortgage Act*") or residential real estate, as defined in Section 15-1219 of the Mortgage Act.

### ARTICLE III

#### GENERAL COVENANTS AND AGREEMENTS

*Section 3.1. Master Indenture Covenants.* Each and all of the representations, warranties, terms, provisions, restrictions, covenants and agreements set forth in the Master Indenture, and in each and every supplement thereto or amendment thereof which may at any

time or from time to time be executed and delivered by the parties thereto or their successors and assigns, are incorporated herein by reference to the same extent as though each and all of said representations, warranties, terms, provisions, restrictions, covenants and agreements were fully set out herein and as though any amendment or supplement to the Master Indenture were fully set out in an amendment or supplement to this Mortgage; and each Mortgagor hereby covenants and agrees well and truly to abide by, perform and be governed and restricted by each and all of the matters provided for by the Master Indenture and so incorporated herein to the same extent and with the same force and effect as if each and all of said representations, warranties, terms, provisions, restrictions, covenants and agreements so incorporated hereby by reference were set out and repeated herein at length. Without limiting the foregoing, each Mortgagor covenants and agrees to pay all taxes, assessments and governmental charges or levies imposed upon this Mortgage, the Obligations or any other indebtedness secured hereby.

*Section 3.2. Further Assurances; After-Acquired Property.* (a) The Mortgagors will execute, acknowledge and deliver, or cause to be done, executed, acknowledged and delivered, such agreements supplemental hereto and all such further acts, deeds, conveyances, mortgages, assignments, instruments, transfers and assurances as the Master Trustee reasonably may require for the better assuring, transferring, mortgaging, conveying, pledging, assigning and confirming unto the Master Trustee all and singular the Mortgaged Property as now or hereafter constituted.

(b) All right, title and interest of the Mortgagors in and to all improvements, betterments, renewals, substitutions and replacements of the Mortgaged Property or any part thereof hereafter constructed or acquired by the Mortgagors, immediately upon such construction or acquisition, and without any further mortgaging, conveyance or assignment, shall become and be part of the Mortgaged Property and shall be subject to the lien and security interest of this Mortgage as fully and completely and with the same effect as though now owned by the Mortgagors, but at any and all times the Mortgagors will execute and deliver to the Master Trustee all such further assurances, mortgages, conveyances or assignments therefor and other instruments with respect thereto as the Master Trustee may reasonably require for the purpose of expressly and specifically subjecting the same to the lien and security interest of this Mortgage.

*Section 3.3. Payment of Principal, Premium, If Any, and Interest.* The Mortgagors will duly and punctually pay the principal of, premium, if any, and interest on the Obligations secured hereby according to the terms thereof.

*Section 3.4. Maintenance of Lien; Recording.* (a) The Mortgagors will, at its own expense, take all necessary action to maintain and preserve the lien and security interest of this Mortgage as a first priority lien and security interest, subject only to Permitted Encumbrances, so long as the Obligations are outstanding.

(b) The Mortgagors will, forthwith after the execution and delivery of this Mortgage and thereafter from time to time, cause this Mortgage and the Master Indenture (including any amendments thereto and supplements thereof) and any financing statements in respect thereof to be filed, registered and recorded in such manner and in such places as may be required by law in order to publish notice of and fully to perfect and protect the lien and security interest hereof upon, and the title of the Mortgagors to, the Mortgaged Property, and from time to time will perform or cause to be performed any other act as provided by law and will execute or cause to



be executed any and all continuation statements and further instruments that may be requested by the Master Trustee for such publication, perfection and protection. Except to the extent it is exempt therefrom, the Mortgagors will pay or cause to be paid all filing, registration and recording fees incident to such filing, registration and recording, and all expenses incident to the preparation, execution and acknowledgment of such instruments of further assurance, and all federal and State fees and other similar fees, duties, imposts, assessments and charges arising out of or in connection with the execution and delivery of this Mortgage and such instruments of further assurance.

*Section 3.5. Maintenance, Repair, Restoration, Liens.* The Mortgagors shall (a) pay, when due, any indebtedness that may be secured by a lien or charge on the Mortgaged Property (whether senior, of equal priority, or junior to the lien hereof) and, upon request, exhibit to the Master Trustee satisfactory evidence of the discharge of such lien; (b) complete, in accordance with the provisions of the Series 2021 Loan Agreement, any building(s) or other improvements now or at any time in the process of erection or rehabilitation upon the Mortgaged Property; (c) comply with all requirements of law, municipal ordinances, and restrictions and covenants of record with respect to the Mortgaged Property or the use thereof; (d) suffer or permit no unlawful use of, or nuisance to exist upon, the Mortgaged Property; and (e) cause the Mortgaged Property to be managed in a competent and professional manner. Notwithstanding the provisions herein, the Mortgagors shall have the right to contest any lien pursuant to the provisions of Section 406 of the Master Indenture.

*Section 3.6. Priority of Lien.* It is further made an express condition and covenant hereof, that while this Mortgage is in effect, the lien of this Mortgage shall extend to any and all improvements and fixtures owned by the Mortgagors, now or hereafter on the Mortgaged Property, prior to any other lien thereon that may be claimed by any Person, so that subsequently accruing claims for liens on the Mortgaged Property shall be junior to this Mortgage, except for Permitted Encumbrances. It is further understood that Residency Agreements do not create a security interest in the Mortgaged Property that is senior to this Mortgage.

*Section 3.7. Taxes.* The Mortgagors shall pay all general and special taxes, assessments, water charges, sewer charges and other fees and charges of every kind and nature whether or not assessed against the Mortgagors, if applicable to the Mortgaged Property or any interest therein or any obligation or agreement secured hereby (collectively, the "Taxes") in accordance with Section 406 of the Master Indenture and subject to the right to contest same as provided for therein; and the Mortgagors shall, upon written request, furnish to the Master Trustee duplicate receipts therefor.

*Section 3.8. Insurance Coverage.* The Mortgagors, at their own expense, will insure, or will cause to be insured, including during any construction and thereafter, all of the buildings and improvements now or hereafter included within the Mortgaged Property, and each and every part and parcel thereof as required by the Master Indenture, and in any event including:

- (a) During construction (if any), all-risks package of builder's risk insurance, including owner's, contractor's, and employer's liability insurance, workmen's compensation insurance, and physical damage insurance;

- (b) Flood insurance, where appropriate, but only if available; and
- (c) Other insurance of the types and in amounts not less than customarily carried by persons owning or operating like properties.

*Section 3.9. Deposits for Taxes and Insurance Premiums.* As long as there is no Event of Default outstanding under this Mortgage or the Master Indenture, or if an Event of Default has occurred but has been cured, the Mortgagors shall pay all taxes and insurance premiums in accordance with the Master Indenture. Upon the occurrence of an Event of Default or upon the occurrence of an event which, but for notice or the passage of time, would constitute an Event of Default of which the Master Trustee has actual knowledge, the Master Trustee may (and, upon the written direction of all Obligation holders, shall), upon five days' written notice, require the Mortgagors to deposit with the Master Trustee on the first day of each and every month, commencing with the month following the month required by the Master Trustee, an amount equal to:

- (i) If the Mortgaged Property is subject to real estate taxes, one-twelfth (1/12) of the real estate taxes next to become due upon the Mortgaged Property; *provided* that in the case of the first such deposit, there shall be deposited in addition an amount which, when added to the aggregate amount of monthly sums next payable under this subsection (i), will result in a sufficient reserve to pay the Taxes next becoming due one month prior to the date when such real estate taxes are due and payable; plus

- (ii) One-twelfth (1/12) of the annual premiums on each policy of insurance upon the Mortgaged Property; *provided* that in the case of the first such deposit, there shall be deposited in addition an amount which, when added to the aggregate amount of monthly sums next payable under this subsection (ii), will result in a sufficient reserve to pay the insurance premiums next becoming due one month prior to the date when such insurance premiums are, in fact, due and payable;

*provided* that the amount of such deposits (herein generally called "*Tax and Insurance Deposits*") shall be based upon the Master Trustee's reasonable estimate as to the amount of real estate taxes and insurance premiums next to be payable as provided by the Insurance Consultant; and all Tax and Insurance Deposits shall be held by the Master Trustee with an allowance of interest thereon, if such interest-bearing accounts are available to the Master Trustee at no additional cost or expense to the Master Trustee. Interest on such deposits, if any, shall be retained by the Master Trustee and applied against future payments for taxes and insurance paid by the Master Trustee.

The Master Trustee will, out of the Tax and Insurance Deposits, upon the presentation to the Master Trustee by the Mortgagors of the bills therefor, pay the insurance premiums and real estate taxes or will, upon the presentation of receipted bills therefor, reimburse the Mortgagors for such payments made by the Mortgagors. If the total Tax and Insurance Deposits on hand shall not be sufficient to pay all of the real estate taxes and insurance premiums when the same shall become due, then the Mortgagors shall pay to the Master Trustee on demand any amount necessary to make up the deficiency.

In the event of a default in any of the provisions contained herein or in the Obligations, the Master Trustee may, at its option, without being required so to do, apply any Tax and Insurance Deposits on hand in such manner as provided in Section 506 of the Master Indenture. When the indebtedness secured hereby has been fully paid, then any remaining Tax and Insurance Deposits shall be paid to the Mortgagors.

*Section 3.10. Proceeds of Insurance.* In case of loss covered by policies of insurance, the proceeds of any insurance shall be applied as provided in Section 410 of the Master Indenture.

*Section 3.11. Condemnation.* In case of any award or claim for damages for any of the Mortgaged Property taken or damaged under the power of eminent domain or by condemnation, including any payments made in lieu of or in settlement of a claim or threat of condemnation, the proceeds of any award or claim shall be applied as provided in Section 411 of the Master Indenture.

*Section 3.12. Hazardous Materials.* (a) The Mortgagors hereby indemnify the Master Trustee and the owners of any Related Bonds or Obligations, including such owners' officers, directors, affiliates, agents or employees ("*Bondholder Indemnities*"), and agree to hold the Master Trustee and the Bondholder Indemnities harmless from and against any and all losses, liabilities, damages, injuries, costs, expenses and claims of any and every kind whatsoever paid, including without limitation reasonable attorneys' fees and expenses incurred or suffered by, or asserted against, the Master Trustee or any Bondholder Indemnities for, with respect to, or as a direct or indirect result of, the presence on or under or the escape, seepage, leakage, spillage, discharge, emission, discharging, or release from, the Mortgaged Property of any Hazardous Materials (including, without limitation, any losses, liabilities, damages, injuries, costs, expenses or claims asserted or arising under the Comprehensive Environmental Response, Compensation and Liability Act, any so-called "Superfund" or "Superlien" law, or any other present or future federal, State or local statute, law, ordinance, code, rule, regulation, order or decree regulating, relating to or imposing liability or standards of conduct concerning, any Hazardous Materials or the protection of the environment), regardless of whether or not caused by, or within the control of, the Mortgagors, unless resulting solely from the negligent acts or willful misconduct of the Master Trustee or the Bondholder Indemnities. The provisions of this Section 3.12(a) shall continue after the Obligated Group pays or causes to be paid the Obligations and shall survive the resignation or removal of the Master Trustee.

(b) The Mortgagors shall at all times and in all respects be in substantial and material compliance with all applicable Environmental Laws. The Mortgagors' duty of compliance with applicable Environmental Laws includes, without limitation, the duty to undertake the following specific actions: (i) the Mortgagors will, at their own expense, procure, maintain in effect, and comply with all conditions of any and all permits, licenses and other governmental and regulatory approvals required by all applicable Environmental Laws, including, without limitation, permits required for the discharge of (appropriately treated) Hazardous Materials into the ambient air or any sanitary sewers serving any real property owned or leased by the Mortgagors and (ii) except as discharged into the ambient air or a sanitary sewer in compliance with all applicable Environmental Laws, and all Hazardous Materials to be treated and/or

disposed of by the Mortgagors will be removed and transported solely by duly licensed transporters to a duly licensed treatment and/or disposal facility for final treatment and/or disposal (except when applicable Environmental Laws permit on-site treatment or disposal in a sanitary landfill).

*Section 3.13. Stamp Tax.* If, by the laws of the United States of America, or of any state or municipality having jurisdiction over the Mortgagors or the Mortgaged Property, any tax is imposed or becomes due in respect of the issuance of the Obligations, the Mortgagors shall pay such tax in the manner required by such law.

*Section 3.14. Effect of Extensions of Time and Amendments.* If the payment of the indebtedness secured hereby, or any part thereof, be extended or varied, or if any part of the security therefor be released, all Persons now or at any time hereafter liable therefor, or interested in the Mortgaged Property, shall be held to assent to such extension, variation, or release; and their liability, and the lien, and all provisions hereof, shall continue in full force and effect; the right of recourse against all such Persons being expressly reserved by the Master Trustee, notwithstanding any such extension, variation, or release. Any Person, firm, or corporation taking a junior mortgage or other lien upon the Mortgaged Property or any interest therein shall take the said lien subject to the rights of the Master Trustee to amend, modify, and supplement this Mortgage, the Obligations, the Series 2021 Loan Agreement and to extend the maturity of the indebtedness secured hereby, in each and every case without obtaining the consent of the holder of such junior lien and without the lien of this Mortgage losing its priority over the rights of any such junior lien.

*Section 3.15. Master Trustee's Performance of the Mortgagors' Obligation.* When any Event of Default has occurred and is continuing, the Master Trustee, either before or after acceleration of the indebtedness secured hereby or the foreclosure of the lien hereof and during any period of redemption, may, but shall not be required to, make any payment or perform any act herein required of the Mortgagors in any form and manner deemed expedient to the Master Trustee; and the Master Trustee may, but shall not be required to, make full or partial payments of principal or interest on any prior encumbrances and purchase, discharge, compromise or settle any tax lien or other prior lien or title or claim thereof, or redeem from any tax sale or forfeiture affecting the Mortgaged Property or contest any tax or assessment, and may, but shall not be required to, complete construction, rehabilitation, furnishing, and equipping of the improvements upon the Land and rent, operate and manage the Mortgaged Property and such improvements and pay operating costs and expenses, including without limitation management fees, of every kind and nature in connection therewith, so that the Mortgaged Property and improvements shall be operational and usable for their intended purposes. All monies paid for any of the purposes herein authorized, and all expenses paid or incurred in connection therewith, including reasonable attorneys' fees and expenses and other monies advanced by the Master Trustee to protect the Mortgaged Property and the lien hereof, or to complete construction, furnishing and equipping or to rent, operate and manage the Mortgaged Property and such improvements or to pay any such operating costs and expenses thereof or to keep the Mortgaged Property and improvements operational and usable for their intended purpose, shall constitute additional indebtedness secured hereby, and shall become immediately due and payable without notice, and with interest thereon at the prime rate of the Master Trustee plus 3% per annum. Inaction of the

Master Trustee shall never be considered as a waiver of any right accruing to it on account of any default on the part of the Mortgagors. The Master Trustee, in making any payment hereby authorized (a) relating to Taxes, may do so according to any bill, statement, or estimate, without inquiry into the validity of any Taxes, sale, forfeiture, tax lien, or title or claim thereof; (b) for the purchase, discharge, compromise or settlement of any other prior lien, may do so without inquiry as to the validity or amount of any claim for lien which may be asserted; or (c) in connection with the completion of construction, rehabilitation, furnishing or equipping of the improvements or the rental, operation or management of the Mortgaged Property or the payment of operating costs and expenses thereof, may do so in such amounts and to such Persons as the Master Trustee may deem appropriate.

*Section 3.16. Inspection of Mortgaged Property and Records.* The Master Trustee, any Obligation holder and any Bondholder shall have the right to inspect the Mortgaged Property and all books, records and documents relating thereto at all reasonable times, and access thereto shall be permitted for that purpose.

*Section 3.17. Restrictions on Transfer.* It shall be an Event of Default hereunder if (i) the Mortgagors shall create, effect, consent to or suffer or permit any conveyance, sale, assignment, lease, transfer, lien, pledge, mortgage, security interest or other encumbrance or alienation of the Mortgaged Land (but not including the Machinery and Equipment) or any part thereof or interest therein, other than (A) Permitted Encumbrances, (B) transfers to another Member of the Obligated Group subject to the lien of this Mortgage and (C) transfers as permitted by Section 5.2 hereof or (ii) any action is brought to foreclose or enforce any lien or other lien with respect to the Mortgaged Land, *provided* that the commencement of any such action shall not constitute an Event of Default hereunder so long as the Mortgagors shall contest such action in accordance with Section 406 of the Master Indenture. Notwithstanding anything to the contrary contained herein, the Mortgagors shall not transfer the Mortgaged Land or any portion thereof to any Member of the Obligated Group as permitted by this Section 3.17 unless the Mortgagors provide the Master Trustee with the following: (i) instruments of transfer and other documentation in form and substance satisfactory to the Master Trustee evidencing the transferee's assumption of the obligations and covenants set forth in this Mortgage, (ii) a title insurance policy in form and substance satisfactory to the Master Trustee insuring the interest of the Master Trustee in this Mortgage, and (iii) an opinion of Counsel to the transferee in form and substance satisfactory to the Master Trustee to the effect that this Mortgage is valid, binding and enforceable against the transferee in accordance with its terms.

*Section 3.18. Mortgagors' Right of Possession.* So long as the Mortgagors are in full compliance with the terms and provisions of this Mortgage and the Obligated Group is in full compliance with the terms and provisions of the Master Indenture, the Mortgagors shall be suffered and permitted to possess, use and enjoy the properties and appurtenances constituting the Mortgaged Property.

*Section 3.19. Machinery and Equipment.* The Mortgagors shall furnish the Master Trustee with the annual financial statements delivered pursuant to Section 414 of the Master Indenture, and from time to time at the Master Trustee's reasonable request written statements

and schedules further identifying and describing the Machinery and Equipment in such detail as the Master Trustee may reasonably require.

The Mortgagors shall only transfer any assets constituting Machinery and Equipment in accordance with the asset transfer tests of Section 417 of the Master Indenture.

*Section 3.20. Illinois Uniform Commercial Code.* This Mortgage constitutes a security agreement under the Uniform Commercial Code with respect to any part of the Mortgaged Property which may or might now or hereafter be or be deemed to be personal property, fixtures or property other than real estate (all for the purposes of this Section 3.20 called “*Collateral*”); all of the terms, provisions, conditions and agreements contained in this Mortgage pertain and apply to the Collateral as fully and to the same extent as to any other property comprising the Mortgaged Property; and the following provisions of this Section 3.20 shall not limit the generality or applicability of any other provision of this Mortgage but shall be in addition thereto:

(a) The Mortgagors (being the “debtor” as that term is used in the Uniform Commercial Code) are and will be the true and lawful owner of the Collateral, subject to no liens, charges or encumbrances other than Permitted Encumbrances.

(b) The Collateral is to be used by the Mortgagors solely for corporate purposes of the Mortgagors, being installed upon the Mortgaged Property for the Mortgagors’ own use or as the equipment and furnishings furnished by the Mortgagors, as landlord, to tenants of the Mortgaged Property.

(c) The Collateral will be kept at the Land comprised within the Mortgaged Property, and will not be removed therefrom except in accordance with the Master Indenture, and the Collateral may be affixed to such real estate but will not be affixed to any other real estate.

(d) No financing statement covering any of the Collateral or any proceeds thereof is on file in any public office (other than financing statements with respect to Permitted Encumbrances); and the Mortgagors will at their own cost and expense, upon demand, furnish to the Master Trustee such further information, execute and deliver to the Master Trustee such financing statements and other documents in form satisfactory to the Master Trustee, and do all such acts and things as the Master Trustee may at any time or from time to time reasonably request or as may be necessary or appropriate to establish and maintain a perfected security interest in the Collateral as security for the indebtedness secured hereby, subject to no liens, charges or encumbrances other than Permitted Encumbrances. The Mortgagors will at their own cost and expense pay the cost of filing or recording such financing statements or other documents and this instrument in all public offices wherever filing or recording is deemed by the Master Trustee to be necessary or desirable.

(e) Mortgagors authorize the Master Trustee and its agents to file one or more initial financing statements and/or amendments thereto in such jurisdictions as Master Trustee may desire covering the Collateral and all products and proceeds thereof, and

Mortgagors ratify, confirm, authenticate and authorize any such financing statements and/or amendments heretofore filed. Mortgagors represent, warrant and covenant that their legal name and jurisdiction of organization set forth in the first paragraph of this Mortgage are true and correct in all respects, and that it shall not change its name, legal structure or jurisdiction of organization during the term of this Mortgage without the prior written consent of the Master Trustee.

(f) Upon any Event of Default hereunder and the continuance thereof, the Master Trustee at its option may, and if any Obligations have been accelerated, the Master Trustee shall promptly, declare the indebtedness secured hereby immediately due and payable, all as more fully described in Article IV hereof, and thereupon the Master Trustee shall have the remedies of a secured party under the Uniform Commercial Code, including, without limitation, the right to take immediate and exclusive possession of the Collateral, or any part thereof, and for that purpose may, with or without judicial process, enter without breach of the peace upon any place that the Collateral or any part thereof may be situated and remove the same therefrom (*provided* that if Collateral is affixed to real estate, such removal shall be subject to the conditions stated in the Uniform Commercial Code); and the Master Trustee shall be entitled to hold, maintain, preserve, and prepare the Collateral for sale, until disposed of, or may propose to retain the Collateral. The Master Trustee, without removal, may render the Collateral unusable and dispose of the Collateral on the Mortgaged Property. The Master Trustee may require the Mortgagors to assemble the Collateral and make it available to the Master Trustee for its possession at a place to be designated by the Master Trustee. The Master Trustee will give the Mortgagors reasonable notice of the time and place of any public sale thereof or of the time after which any private sale or any other intended disposition thereof is made. The requirements of reasonable notice shall be met if such notice is mailed, by first class mail, postage prepaid, to the address of the Mortgagors shown in this Mortgage or in the Master Trustee's records at least ten (10) days before the time of the sale or other disposition. The Master Trustee may buy at any public sale, and if the Collateral is of a type customarily sold in a recognized market or is of a type which is the subject of widely distributed standard price quotations, the Master Trustee may buy at private sale. Any such sale may be held as part of and in conjunction with any foreclosure sale of the real estate comprised within the Mortgaged Property, the Collateral and real estate to be sold as one lot if the Master Trustee so elects. The net proceeds realized upon any such disposition, after deduction for the expenses or retaking, holding, preparing for sale, selling or the like and reasonable attorneys' fees and legal expenses incurred by the Master Trustee, shall be applied against the indebtedness secured hereby. The Master Trustee will dispose of any surplus realized upon such disposition in accordance with the provisions of Section 506 and 801 of the Master Indenture.

(g) The remedies of the Master Trustee hereunder are cumulative and the exercise of any one or more of the remedies provided for herein or under the Uniform Commercial Code shall not be construed as a waiver of any of the other remedies of the Master Trustee, including having the Collateral deemed part of the realty upon any foreclosure thereof so long as any part of the indebtedness secured hereby remains unsatisfied.

(h) The terms and provisions contained in this Section 3.20 shall, unless the context otherwise requires, have the meanings and be construed as provided in the Uniform Commercial Code.

(i) This Mortgage is intended to be a financing statement within the purview of Section 9-402(6) of the Uniform Commercial Code with respect to the Collateral and the goods described at the beginning of this Mortgage, which goods are or are to become fixtures relating to the Mortgaged Property. The addresses of the Mortgagors (Debtor) and the Master Trustee (Secured Party) are set forth in Section 6.3 hereof. This Mortgage is to be filed for record with the Recorder of DuPage County, Illinois where the Mortgaged Property is located.

*Section 3.21. Assignment of Leases, Rents, and Contracts.* The Mortgagors hereby bargain, sell, transfer, assign, convey, and deliver to the Master Trustee all of the Mortgagors' right, title, and interest in all rents, income and profits of the Mortgaged Property, as further security for the payment of the indebtedness secured hereby. This assignment is absolute and is effective immediately. Notwithstanding the foregoing, until a notice is sent to the Mortgagors in writing that an Event of Default or an event that with notice or passage of time or both might become an Event of Default has occurred under the terms and conditions of this Mortgage (a "Notice"), the Mortgagors may receive, collect and enjoy the rents, income, and profits accruing from the Mortgaged Property.

If any Event of Default or event that with notice or passage of time or both might become an Event of Default occurs hereunder, at its option, the Master Trustee may after service of a Notice, receive and collect all such rents, income, and profits as they become due, from the Mortgaged Property and under any and all leases of all or any part of the Mortgaged Property ("*Leases*"). The Master Trustee shall thereafter continue to receive and collect all such rents, income, and profits, as long as such default(s) shall exist, and during the pendency of any foreclosure proceedings.

From and after the service of a Notice, the Master Trustee is hereby vested with full power to use all measures, legal and equitable, it may deem necessary or proper to enforce this assignment and to collect the rents, income, and profits assigned hereunder, including the right of the Master Trustee or its designee to enter upon the Mortgaged Property, or any part thereof, with or without process of law, take possession (to the extent permitted by law) of all or any part of the Mortgaged Property and all personal property, fixtures, documents, books, records, papers, and accounts of the Mortgagors relating thereto, and exclude the Mortgagors and their agents and servants wholly therefrom. The Mortgagors hereby grant full power and authority to the Master Trustee to exercise all rights, privileges, and powers herein granted at any and all times after service of a Notice, without further notice to the Mortgagors, with full power to use and apply all of the rents and other income herein assigned to the payment of the costs of managing and operating the Mortgaged Property and of the indebtedness secured hereby. The Master Trustee shall be under no obligation to exercise or prosecute any of the rights or claims assigned to it hereunder or to perform or carry out any of the obligations of the lessor under any of the leases and does not assume any of the liabilities in connection with or arising or growing out of the covenants and agreements of the Mortgagors in the leases. This assignment shall not operate to



place responsibility for the control, care, management, or repair of the Mortgaged Property, or parts thereof, upon the Master Trustee, nor shall it operate to make the Master Trustee liable for the performance of any of the terms and conditions of any of the leases, for any waste of the Mortgaged Property by any lessee under any of the leases or any other person, for any dangerous or defective condition of the Mortgaged Property, or for any negligence in the management, upkeep, repair or control of the Mortgaged Property resulting in loss, injury, or death to any lessee, licensee, employee, or stranger.

The assignment under this Section is given as a primary pledge and assignment of the rights described herein and such assignment shall not be deemed secondary to the security interest and mortgage granted by the Mortgagors in the Mortgaged Property. The Master Trustee shall have the right to exercise any rights under this Section before, together with, or after exercising any other rights under this Mortgage. Nothing herein shall be deemed to obligate the Master Trustee to perform or discharge any obligation, duty, or liability of the Mortgagors under this assignment, and the Mortgagors shall and do hereby indemnify and hold the Master Trustee harmless from any and all cost (including without limitation reasonable attorneys' fees and legal expenses), liability, loss, or damage which the Master Trustee may or might incur by reason of this assignment; and any and all such cost, liability, loss, or damage incurred by the Master Trustee, including reasonable attorneys' fees and expenses incurred by the Master Trustee in the defense of any claims or demands therefor (whether successful or not), shall constitute additional indebtedness secured hereby, and the Mortgagors shall reimburse the Master Trustee therefor on demand, together with interest at the prime rate of the Master Trustee plus 3% per annum.

## ARTICLE IV

### DEFAULTS AND REMEDIES THEREFOR

*Section 4.1. Event of Default Defined.* The Mortgagors acknowledge and agree that each and all of the terms and provisions of Article V of the Master Indenture have been and are incorporated into this Mortgage by reference to the same extent as though fully set out herein and that the term "Event of Default" wherever used in this Mortgage shall mean (i) an Event of Default as defined in Article V of the Master Indenture, (ii) the failure of the Mortgagors to comply with any covenant, agreement or warranty contained in this Mortgage within 30 days after the Master Trustee shall have given written notice thereof to the Mortgagors and the Obligated Group Agent, *provided* that, if such default cannot with due diligence and dispatch be wholly cured within 30 days but can be wholly cured, it shall be cured within the time specified in Section 501(b) of the Master Indenture or (iii) the abandonment of the Mortgaged Property or any portion thereof by the Mortgagors for three consecutive days.

*Section 4.2. Remedies.* When any Event of Default has occurred and is continuing, the Master Trustee may, in addition to the remedies hereinafter described, exercise any one or more or all, and in any order, of the remedies set forth in Article V of the Master Indenture, including without limitation the remedies provided therein with respect to real property; it being expressly understood that no remedy herein or in the Master Indenture conferred is intended to be exclusive of any other remedy or remedies, but each and every remedy shall be cumulative and

shall be in addition to every other remedy given herein or now or hereafter existing at law or in equity or by statute.

*Section 4.3. Possession by the Master Trustee.* When any Event of Default has occurred and is continuing, the Master Trustee shall, if applicable law permits, have the right to enter into and upon the Mortgaged Property and take possession thereof or to appoint an agent or trustee for the collection of the rents, issues and profits of the Mortgaged Property.

*Section 4.4. Foreclosure.* When any Event of Default has occurred and is continuing, the Master Trustee shall have the right to foreclose the lien hereof for the indebtedness secured hereby or any part thereof. In any suit to foreclose the lien hereof, there shall be allowed and included as additional indebtedness secured hereby in the judgment of foreclosure, all costs and expenses that may be paid or incurred by or on behalf of the Master Trustee for reasonable attorneys' fees, appraiser's fees, outlays for documentary and expert evidence, stenographer's charges, publication costs and costs (which may be estimated as to items to be expended after entry of the judgment) of procuring all such abstracts of title, title searches and examinations, title insurance policies, environmental studies and similar data and assurance with respect to title or property, as the Master Trustee may deem reasonably necessary either to prosecute such suit or to evidence to bidders at sales which may be had pursuant to such judgment, the true conditions of the title to or the value of the Mortgaged Property. All expenditures and expenses of the nature mentioned in this Section, and such other expenses and fees as may be incurred in the protection of the Mortgaged Property and the maintenance of the lien of this Mortgage, including without limitation the reasonable fees and expenses of any attorney employed by the Master Trustee in any litigation or proceedings affecting this Mortgage, the Obligations or the Mortgaged Property, including probate, bankruptcy and appellate proceedings, or in preparation of the commencement or defense of any proceedings or threatened suit or proceeding, shall constitute additional indebtedness secured hereby and shall be immediately due and payable by the Mortgagors.

*Section 4.5. Receiver.* Upon, or at any time after, the acceleration of any series of Obligations or the filing of a complaint to foreclose this Mortgage, a court of competent jurisdiction may, upon the application of the Master Trustee, appoint a receiver (at the Mortgagors' expense) of the Mortgaged Property. Such appointment may be made either before or after sale, without regard to solvency or insolvency of the Mortgagors at the time of application for such receiver, and without regard to the then value of the Mortgaged Property or whether the same shall be then occupied as a homestead or not; and the Master Trustee hereunder or any employee or agent thereof may be appointed as such receiver. Such receiver shall have the power to collect the rents, issues and profits of the Mortgaged Property during the pendency of such foreclosure suit and, in case of a sale and deficiency, during the full statutory period of redemption, if any, whether there be a redemption or not, as well as during any further times when the Mortgagors, except for the intervention of such receiver, would be entitled to collection of such rents, issues and profits and all other powers which may be necessary or are usual in such cases for the protection, possession, control, management and operation of the Mortgaged Property during the whole of said period. The court may, from time to time, authorize the receiver to apply the net income from the Mortgaged Property in his hands in payment in whole or in part of: (a) the indebtedness secured hereby or the indebtedness secured

by a judgment foreclosing this Mortgage, or any tax, special assessment, or other lien that may be or become superior to the lien hereof or of such judgment, provided such application is made prior to the foreclosure sale; or (b) the deficiency in case of a sale and deficiency.

*Section 4.6. Application of Moneys.* The proceeds of any right given or action taken under the provisions of this Article by the Master Trustee shall be distributed and applied as provided in Section 506 of the Master Indenture.

*Section 4.7. Insurance upon Foreclosure.* In case of an insured loss after foreclosure proceedings have been instituted, the proceeds of any insurance policy or policies, if not applied in rebuilding or restoring the buildings or improvements as herein provided, shall be used to pay the amount due in accordance with any decree of foreclosure that may be entered in any such proceedings, and the balance, if any, shall be paid as the court may direct. In the event of foreclosure sale, the Master Trustee is hereby authorized, without the consent of the Mortgagors, to assign any and all insurance policies to the purchaser at the sale, or to take such other steps as the Master Trustee may deem advisable to cause the interest of such purchaser to be protected by any of the said insurance policies without credit or allowance to the Mortgagors for prepaid premiums thereon.

*Section 4.8. Rights Cumulative.* Each right, power, and remedy herein conferred upon the Master Trustee is cumulative and in addition to every other right, power or remedy, express or implied, given now or hereafter existing, at law or in equity, and each and every right, power and remedy herein set forth or otherwise so existing may be exercised from time to time as often and in such order as may be deemed expedient to the Master Trustee and the exercise or the beginning of the exercise of one right, power or remedy shall not be a waiver of the right to exercise at the same time or thereafter any other right, power or remedy; and no delay or omission of the Master Trustee in the exercise of any right, power or remedy accruing hereunder or arising otherwise shall impair any such right, power or remedy, or be construed to be a waiver of any default or acquiescence therein.

*Section 4.9. Successors and Assigns.* This Mortgage and each and every covenant, agreement and other provision hereof shall be binding upon the Mortgagors and their successors and permitted assigns (including, without limitation, each and every record owner from time to time of the Mortgaged Property or any other Person having an interest therein), and shall inure to the benefit of the Master Trustee and its successors and assigns.

*Section 4.10. Waiver of Redemption, Reinstatement, Extension, Appraisement, Stay, Laws.* To the extent permitted by law, the Mortgagors will not during the continuance of any Event of Default hereunder insist upon, or plead, or in any manner whatever claim or take any benefit or advantage of, any stay or extension law wherever enacted, now or at any time hereafter in force, which may affect the covenants and terms of performance of this Mortgage; nor claim, take or insist upon any benefit or advantage of any law now or hereafter in force providing for the valuation or appraisement of the Mortgaged Property, or any part thereof, prior to any sale or sales thereof which may be made pursuant to any provision herein contained, or pursuant to the decree, judgment or order of any court of competent jurisdiction; nor before or after any such sale or sales, claim or exercise any right under any statute heretofore or hereafter enacted by the

United States of America or by the State to redeem the property so sold or any part thereof; and the Mortgagors hereby expressly waive all benefits or advantage of any such law or laws and covenants not to hinder, delay or impede the execution of any power herein granted or delegated to the Master Trustee, but to suffer and permit the execution of every power as though no such law or laws had been made or enacted. The Mortgagors for themselves and all who may claim through or under the Mortgagors waive any and all right to have the property and estates comprising the Mortgaged Property marshalled upon any foreclosure of the lien hereof and agrees that any court having jurisdiction to foreclose such lien may order the Mortgaged Property sold as an entirety. In the event of any sale made under or by virtue of this Mortgage, the whole of the Mortgaged Property may be sold in one parcel as an entirety or in separate parcels at the same or different times, all as the Master Trustee may determine. The Mortgagors waive the right of redemption and, to the extent permitted by law, the right of reinstatement, under the Mortgage Act.

*Section 4.11. Compliance with Illinois Foreclosure Law.* (a) In the event any provision of this Mortgage shall be inconsistent with any provision of the Mortgage Act, the provisions of the Mortgage Act shall take precedence over the provisions of this Mortgage, but shall not render unenforceable any other provision of this Mortgage that can be construed in a manner consistent with the Mortgage Act.

(b) If any provision of this Mortgage shall grant to the Master Trustee any rights or remedies upon an Event of Default by the Mortgagors which are more limited than the rights that would otherwise be vested in the Master Trustee under the Mortgage Act in the absence of such provision, the Master Trustee shall be vested with the rights granted in the Mortgage Act to the full extent permitted by law.

(c) Without limiting the generality of the foregoing, all expenses incurred by the Master Trustee to the extent reimbursable under Sections 15-1510 and 15-1512 of the Mortgage Act, whether incurred before or after any decree or judgment of foreclosure, and whether or not enumerated in this Mortgage, shall be added to the indebtedness secured hereby and included in the judgment of foreclosure.

## ARTICLE V

### **SUPPLEMENTS AND AMENDMENTS TO THIS MORTGAGE; RELEASE AND SUBSTITUTION OF MORTGAGED LAND**

*Section 5.1. Supplements and Amendments to This Mortgage.* The Mortgagors and the Master Trustee may from time to time enter into such supplements and amendments to this Mortgage as they may deem necessary or desirable to effectuate the purposes or intent hereof; *provided, however,* that no such amendment shall be effective if not adopted in accordance with the terms of the Master Indenture.

*Section 5.2. Conditions for Release.* So long as no Event of Default shall have occurred and be continuing under this Mortgage or under the Master Indenture, the Master Trustee shall release:

- (a) Machinery and Equipment in accordance with Section 3.19 hereof; and
- (b) upon receipt by the Master Trustee of the following:

(A) A Written Request of the Mortgagors for such release, describing the Mortgaged Property to be released (referred to in this Article V as the “*Released Property*”);

(B) A certificate of the Mortgagors to the Master Trustee certifying:

1. The fair market value of the Released Property and of the Property (referred to in this Article V as the “*Substituted Property*”) other than cash to be substituted for the Released Property pursuant to the terms hereof;

2. The disposition to be made of the Released Property and the consideration (which may include cash) to be received for the Released Property and the fair market value of consideration (other than money);

3. That the disposition of the Released Property and the substitution therefor of the Substituted Property will not materially adversely affect the operations of the Mortgagors’ elderly housing or health care Facilities or any other Property of the Mortgagors;

4. That the Substituted Property other than cash or investment securities is necessary or useful to the operation of the Mortgagors’ elderly housing or health care Facilities;

5. That the cash or the fair market value of the Substituted Property together with cash, if any, to be received is at least equal to the fair market value of the Released Property;

6. That the disposition is in accordance with Section 417 of the Master Indenture;

7. That the execution and delivery of the release of the Released Property by the Master Trustee and the subjection of the Substituted Property to the lien of this Mortgage, and all transactions related to such release and such subjection, will not result in a default hereunder or under the Master Indenture;

8. That all permits and authorizations of all federal, State and local governmental bodies and agencies have been granted to effect such disposition or that no such permits or authorizations are required; and

9. No default or Event of Default shall exist and be continuing hereunder and no event shall have occurred which would become an Event of Default upon the giving of notice and/or passage of time.

(C) An appraisal of the fair market value of the Released Property by a member of the American Institute of Real Estate Appraisers (an “MAI Appraiser”) if the Released Property is real property, or by another expert acceptable to the Master Trustee if the Released Property is not real property; *provided, however*, that no such appraisal shall be required for the release of real or personal Released Property with an aggregate value of \$200,000 or less;

(D) An appraisal of the fair market value of the Substituted Property (other than cash) by an MAI Appraiser if the Substituted Property is real property, or by another expert acceptable to the Master Trustee if the Substituted Property is not real property; *provided, however*, that no such appraisal shall be required for the substitution of real or personal Substituted Property with an aggregate value of \$200,000 or less;

(E) A supplement to this Mortgage and to the Master Indenture (if necessary) and other documents reasonably requested by, and in form satisfactory to, the Master Trustee necessary to subject the Substituted Property to the lien of this Mortgage and, if the Substituted Property is real property, an endorsement to the existing ALTA mortgage loan policy or an additional mortgagee’s loan insurance policy, evidencing that the Substituted Property is subject to the lien of this Mortgage subject only to Permitted Encumbrances;

(F) If the fair market value of the Released Property when added to the fair market value of other Property released pursuant to the provisions of this Article V within the same 12-month period is in excess of \$500,000, a certificate of a Consultant acceptable to the Master Trustee to the effect set forth in paragraph (B)(3) of this Section 5.2; and

(G) An opinion addressed to the Master Trustee from Independent Counsel satisfactory to the Master Trustee to the effect that:

1. The release of the Property requested by the Mortgagors is authorized hereunder;

2. The Substituted Property is subject to the lien of this Mortgage subject only to Permitted Encumbrances;

3. The execution and delivery of the requested release and the acceptance of the Substituted Property will not violate any provisions of this Mortgage or of the Master Indenture; all necessary action required to be taken by the Mortgagors and the Master Trustee to effect the release of the Released Property and the conveyance of the Substituted Property has been taken;

4. The supplemental amendment hereto, the supplemental indenture to the Master Indenture, if required, and all other documents required to effect the release of the Released Property and substitution therefor of the Substituted Property have been duly authorized, executed and delivered and are binding upon the parties executing and delivering the same in accordance with their respective terms (subject to customary exceptions for laws affecting creditors' rights and the applicability of equitable principles); and

5. To the knowledge of such Independent Counsel, all permits and authorizations of all federal, State and local governmental bodies and agencies have been granted, or that no such permits or authorizations are required.

The foregoing notwithstanding, upon defeasance of the Master Indenture and Obligations thereunder in full, this Mortgage shall be deemed released and the Master Trustee shall cooperate with the Mortgagors to take any and all action appropriate to evidence such release.

*Section 5.3. Disposition of Substituted Property.* The Mortgagors agrees that (i) the Master Trustee shall invest any cash delivered to it as Substituted Property in Qualified Investments pursuant to a Written Request of the Mortgagors, and any such cash and Qualified Investments shall be held by the Master Trustee in a separate trust account for the benefit and security of the outstanding Obligations; (ii) all income from Qualified Investments pursuant to this Section 5.3 shall be added to the funds held pursuant to this Section 5.3; (iii) funds from time to time on deposit with the Master Trustee pursuant to this Section 5.3 shall be used to make up any deficiencies in the amount available to pay when due the principal, interest and redemption premium on any Obligations, and to the extent funds are used to make up such deficiencies, the Mortgagors will make payment directly to the Master Trustee for deposit in such trust account in the amount of any such deficiencies forthwith; (iv) upon compliance with the terms and provisions of Section 5.2 hereof within three years of the date of initial deposit in such trust account of moneys constituting Substituted Property, such moneys may be released in return for other Substituted Property; and (v) at the end of such three-year period or upon Written Request of the Mortgagors and *provided* that no Event of Default shall have occurred and be continuing under the Master Indenture or this Mortgage or no event shall have occurred which would become an Event of Default upon the giving of notice and/or the passage of time, any funds held by the Master Trustee pursuant to this Section 5.3 shall be applied by the Master Trustee to redeem or purchase Obligations in accordance with Article III of the Master Indenture. Notwithstanding anything to the contrary, any moneys on deposit with the Master Trustee shall be invested in accordance with, and subject to the terms of, the Tax Exemption Agreement to the extent applicable.

## ARTICLE VI

### MISCELLANEOUS PROVISIONS

*Section 6.1. Mortgage for Benefit of Parties Hereto.* Nothing in this Mortgage, express or implied, is intended or shall be construed to confer upon, or to give to, any Person other than the parties hereto and the holders of the Obligations, any right, remedy or claim under or by reason of this Mortgage or any covenant, condition or stipulation hereof; and the covenants, stipulations and agreements in this Mortgage contained are and shall be for the sole and exclusive benefit of the parties hereto, their successors and assigns and the holders of the Obligations.

*Section 6.2. Severability.* In case any one or more of the provisions contained in this Mortgage or in the Obligations shall be invalid, illegal or unenforceable in any respect the validity, legality and enforceability of the remaining provisions contained herein and therein shall not in any way be affected or impaired thereby.

*Section 6.3. Notices.* All notices, certificates or other communications hereunder shall be sufficiently given and shall be deemed given when personally delivered or mailed by registered or certified mail, postage prepaid, return receipt requested, with proper address as indicated below. The Mortgagors and the Master Trustee may, by written notice given by each to the other, designate any address or addresses to which notices, certificates or other communications to them shall be sent when required as contemplated by this Mortgage. Until otherwise provided by the respective parties, all notices, certificates and communications to each of them shall be addressed as follows:

To the Authority:

Illinois Finance Authority  
160 N. LaSalle Street, Suite S-1000  
Chicago, Illinois 60601  
Attention: Executive Director

To the Mortgagors:

Timothy Place, NFP  
18601 North Creek Drive, Suite A  
Tinley Park, Illinois 60477  
Attention: Chief Executive Officer

Christian Healthcare Foundation, NFP  
18601 North Creek Drive, Suite A  
Tinley Park, Illinois 60477  
Attention: Chief Executive Officer

To the Master Trustee:



UMB Bank, National Association  
120 Sixth Street South, Suite 1400  
Minneapolis, Minnesota 55402  
Attention: Corporate Trust

*Section 6.4. Successors and Assigns.* Whenever in this Mortgage any of the parties hereto is named or referred to, the successors and assigns of such party shall be deemed to be included and all the covenants, promises and agreements in this Mortgage contained by or on behalf of the Mortgagors, or by or on behalf of the Master Trustee, shall bind and inure to the benefit of their respective successors and assigns, whether so expressed or not.

*Section 6.5. Counterparts.* This Mortgage is being executed in any number of counterparts, each of which is an original and all of which are identical. Each counterpart of this Mortgage is to be deemed an original hereof and all counterparts collectively are to be deemed but one instrument.

*Section 6.6. Governing Law.* It is the intention of the parties hereto that this Mortgage and the rights and obligations of the parties hereunder and the Obligations and the rights and obligations of the parties thereunder, shall be governed by and construed and enforced in accordance with, the laws of the State of Illinois.

*Section 6.7. Immunity of Officers, Employees and Members of the Mortgagee and the Mortgagors.* No recourse shall be had for the payment of the principal of or premium or interest on the Obligations or for any claim based thereon or upon any representation, obligation, covenant or agreement in this Mortgage contained against any past, present or future officer, director, member, employee or agent of the Master Trustee, the Mortgagors or, respectively, of any successor public or private corporation thereto, as such, either directly or through the Master Trustee, the Mortgagors or, respectively, any successor public or private corporation thereto, under any rule of law or equity, statute or constitution or by the enforcement of any assessment or penalty or otherwise, and all such liability of any such officers, members, employees, directors or agents, as such, is hereby expressly waived and released as a condition of and consideration for the execution of this Mortgage and the issuance of the Obligations.

*Section 6.8. Conflicts with Master Indenture.* In the event any of the terms or provisions hereof conflict with the Master Indenture, the Master Indenture shall control.

*Section 6.9. Subordination of Property Manager's Lien and Real Estate Broker's Lien.* Any property management agreement for the Mortgaged Property entered into hereafter by Mortgagors with a property manager shall contain a "no lien" provision whereby the property manager waives and releases any and all mechanics' lien rights that the property manager may have pursuant to the Illinois Mechanics Lien Act, 770 ILCS 60/1 *et seq.* Such property management agreement, or a short form thereof, shall, at the Master Trustee's request, be recorded with the Recorder of Deeds of the county where the Mortgaged Property is located. In addition, Mortgagors shall cause the property manager to enter into a subordination of management agreement with the Master Trustee, in recordable form, whereby the property manager subordinates present and future lien rights and those of any party claiming by, through

or under the property manager, to the lien of this Mortgage. Any agreement entered into hereafter by Mortgagors with any “broker” (as defined in the Real Estate License Act of 2000, 225 ILCS 454/1 *et seq.*) that is an affiliate of Mortgagors for the purpose of selling, leasing or otherwise conveying an interest in the Mortgaged Property shall contain a “no lien” provision whereby such broker waives and releases any and all lien rights that such broker or anyone claiming by, through or under such broker may have pursuant to the Commercial Real Estate Broker Lien Act, 770 ILCS 15/1 *et seq.* The Mortgagors shall cause each such broker to enter into a subordination agreement with the Master Trustee, in recordable form, whereby such broker, on its own behalf and on behalf of any party claiming by, through or under such broker, subordinates present and future lien rights to the lien of this Mortgage.

*Section 6.10. Total Indebtedness Secured.* The total amount of the indebtedness that may be secured hereby may increase or decrease from time to time, but the secured indebtedness at any one time shall not exceed \$500,000,000.00. It is agreed that any future Obligations issued under the Master Indenture, made at any time from and after the date of this Mortgage, and all interest accruing thereon, shall be equally secured by the Mortgage and shall have the same priority as all Obligations issued as of the date hereof and shall be subject to all of the terms and provisions of this Mortgage. This Mortgage shall be valid and have priority to the extent of the secured Obligations over all subsequent liens and encumbrances, including statutory liens, excepting solely taxes and assessments levied on the Mortgaged Property given priority by law.

*Section 6.11. Adjustable Mortgage Loan Provision.* The Obligations which this Mortgage secures include adjustable notes on which the interest rate may be adjusted from time to time in accordance with the terms and provisions set forth in the Obligations.

IN WITNESS WHEREOF, the Mortgagors and the Master Trustee have caused this Second Amended and Restated Mortgage and Security Agreement to be executed in their respective corporate names and attested by their duly authorized officers, all as of the date first above written.

TIMOTHY PLACE, NFP

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

ATTEST:

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

CHRISTIAN HEALTHCARE FOUNDATION, NFP

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

ATTEST:

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

UMB BANK, NATIONAL ASSOCIATION,  
as Master Trustee

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

(Seal)

ATTEST:

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

STATE OF ILLINOIS )  
 ) SS  
COUNTY OF COOK )

The foregoing instrument was acknowledged before me this \_\_\_\_ day of \_\_\_\_\_, 2021, by \_\_\_\_\_, the \_\_\_\_\_, and \_\_\_\_\_, the \_\_\_\_\_, respectively, of TIMOTHY PLACE, NFP and of CHRISTIAN HEALTHCARE FOUNDATION, NFP, each an Illinois not for profit corporation.

By: \_\_\_\_\_  
Notary Public

My commission expires:

STATE OF MINNESOTA )  
 ) SS  
COUNTY OF HENNEPIN )

The foregoing instrument was acknowledged before me this \_\_\_\_\_ day of \_\_\_\_\_ 2021, by \_\_\_\_\_, an authorized officer of UMB Bank, National Association, on behalf of the Master Trustee under the Master Indenture.

By: \_\_\_\_\_  
Notary Public

My commission expires:

STATE OF ILLINOIS    )  
                                  ) SS  
COUNTY OF COOK    )

The foregoing instrument was acknowledged before me this this \_\_\_\_\_ day of \_\_\_\_\_ 2021, by \_\_\_\_\_, a Senior Vice President of UMB Bank, National Association, on behalf of the Master Trustee under the Master Indenture.

By: \_\_\_\_\_  
Notary Public

My commission expires:

**EXHIBIT A**

**DESCRIPTION OF LAND**

**PARCEL 1:**

LOT 1 IN PARK PLACE AT ELMHURST SUBDIVISION, BEING A SUBDIVISION OF PART OF THE SOUTHEAST QUARTER OF SECTION 14, TOWNSHIP 39 NORTH, RANGE 11 EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF RECORDED MARCH 19, 2007 AS DOCUMENT NUMBER R2007-050278 IN DUPAGE COUNTY, ILLINOIS.

PERMANENT INDEX NUMBER: 06-14-412-045  
ADDRESS: 1050 SOUTH EUCLID, ELMHURST, ILLINOIS 60126

**PARCEL 2:**

LOT 1 IN KALAN'S SUBDIVISION OF PART OF LOTS 6 AND 11 IN YORK TOWNSHIP SUPERVISORS' PLAT NO. 5, BEING A PART OF THE SOUTHEAST 1/4 OF SECTION 14, TOWNSHIP 39 NORTH, RANGE 11 EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF RECORDED OCTOBER 2, 1963 AS DOCUMENT R63-35939, IN DUPAGE COUNTY, ILLINOIS.

PERMANENT INDEX NUMBER: 06-14-412-015  
ADDRESS: 0 S 650 EUCLID, ELMHURST, ILLINOIS 60126

**PARCEL 3:**

LOT 4 IN SWANSON'S PARKSIDE SUBDIVISION, BEING A SUBDIVISION OF PART OF THE SOUTH HALF OF THE SOUTHEAST QUARTER OF SECTION 14, TOWNSHIP 39 NORTH, RANGE 11, EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF RECORDED MAY 2, 1949 AS DOCUMENT 567057, IN DUPAGE COUNTY, ILLINOIS.

PERMANENT INDEX NUMBER 06-14-411-005  
ADDRESS: 0 S 677 PROSPECT, ELMHURST, ILLINOIS 60126