

## **RESOLUTION NO. 26-001**

RESOLUTION AUTHORIZING THE ISSUANCE, SALE AND DELIVERY OF TEXAS DEPARTMENT OF HOUSING AND COMMUNITY AFFAIRS SINGLE FAMILY MORTGAGE REVENUE BONDS OR RESIDENTIAL MORTGAGE REVENUE BONDS IN ONE OR MORE SERIES AND INSTALLMENTS; PROVIDING FOR HEDGE AGREEMENTS; APPROVING THE FORM AND SUBSTANCE OF RELATED DOCUMENTS; AUTHORIZING THE EXECUTION OF DOCUMENTS AND INSTRUMENTS NECESSARY OR CONVENIENT TO CARRY OUT THE PURPOSES OF THIS RESOLUTION; AND CONTAINING OTHER PROVISIONS RELATING TO THE SUBJECT

WHEREAS, the Texas Department of Housing and Community Affairs (the “Department”) has been duly created and organized pursuant to and in accordance with the provisions of Chapter 2306, Texas Government Code, as amended from time to time (“Chapter 2306”), for the purpose of providing for the housing needs of individuals and families of low, very low, and extremely low income and families of moderate income (as described in Chapter 2306 as determined by the Governing Board of the Department (the “Board”) from time to time) at prices they can afford; and

WHEREAS, Chapter 2306 authorizes the Department: (a) to issue revenue bonds, to provide money to (i) make and acquire mortgage loans or participations therein, (ii) fund or increase the Department’s reserves or funds (iii) pay the costs and expenses of issuing the bonds and (iv) pay interest on the bonds; and (b) to pledge all or part of the revenues, income or resources of the Department, including the revenues to be received by the Department from the mortgage loans or participations therein, to secure the payment of the principal, interest or redemption premium on the bonds; and

WHEREAS, the Department and The Bank of New York Mellon Trust Company, N.A., as trustee (the “RMRB Trustee”), have executed and delivered that certain Amended and Restated Residential Mortgage Revenue Bond Trust Indenture dated as of July 1, 2019 (as amended and supplemented from time to time, the “RMRB Indenture”), providing for the issuance from time to time by the Department of one or more series of its Residential Mortgage Revenue Bonds; and

WHEREAS, the Department, the RMRB Trustee and the Comptroller of Public Accounts of the State of Texas, acting by and through the Texas Treasury Safekeeping Trust Company, a special-purpose trust company organized under the laws of the State of Texas (together with its successors in such capacity, the “Trust Company”) have entered into that certain Second Amended and Restated Depository Agreement, dated as of November 1, 1998 (as amended and supplemented from time to time, the “RMRB Depository Agreement”), relating to the Department’s Residential Mortgage Revenue Bonds; and

WHEREAS, the Department and The Bank of New York Mellon Trust Company, N.A., as trustee (the “SFMRB Trustee”, and collectively with the RMRB Trustee, the “Trustee”), have executed and delivered that certain Amended and Restated Single Family Mortgage Revenue

Bond Trust Indenture dated as of June 1, 2017 (as amended and supplemented from time to time, the “Single Family Indenture”, and collectively with the RMRB Indenture, the “Indentures”), providing for the issuance from time to time by the Department of one or more series of its Single Family Mortgage Revenue Bonds (collectively with the Residential Mortgage Revenue Bonds, the “Bonds”); and

WHEREAS, the Department, the SFMRB Trustee and the Trust Company have entered into that certain Amended and Restated Depository Agreement, dated as of August 1, 1991 (as amended and supplemented from time to time, the “SFMRB Depository Agreement” and together with the RMRB Depository Agreement, the “Depository Agreements”), relating to the Department’s Single Family Mortgage Revenue Bonds; and

WHEREAS, the Department has a single family mortgage purchase program (the “Program”) to fund all or a portion of the Department’s single family loan production; and

WHEREAS, Article III of the RMRB Indenture and Article III of the SFMRB Indenture each authorize the issuance of additional Bonds under the respective Indenture for the purposes of making or acquiring mortgage loans to be originated under the Program (the “Mortgage Loans”) or participations therein, payment of costs of issuance, funding of reserves, payments of certain Department expenses and refunding Bonds; and

WHEREAS, the Board has determined to authorize the issuance of Bonds from time to time in one or more series or subseries and installments on a taxable or tax-exempt basis pursuant to the RMRB Indenture or the SFMRB Indenture for the purpose of providing funds to make and acquire qualifying Mortgage Loans or participations therein through the purchase of mortgage backed securities (“Mortgage Certificates”), to provide down payment and closing cost assistance, to pay lender compensation related to Mortgage Loans, to pay capitalized interest on the Bonds, to pay or repay the Department’s operation and maintenance expenses incurred in connection with administration of the Program, to fund, increase, or restore any depletions of any reserve fund established or required under the Indentures, and to pay a portion of the costs of issuance related thereto (“Eligible Project Costs”); and

WHEREAS, with respect to each issue of Bonds pursuant to this Resolution, the Board desires to authorize the execution and delivery of a separate Supplemental Residential Mortgage Revenue Bond Trust Indenture or Supplemental Single Family Mortgage Revenue Bond Trust Indenture, as appropriate (each, a “Supplemental Indenture” and, collectively, “Supplemental Indentures”), in substantially the forms attached hereto as exhibits; and

WHEREAS, the Board has determined to authorize the investment of all or a portion of the proceeds of the Bonds and any other amounts held under the Indentures with respect to the Bonds in one or more guaranteed investment contracts (collectively, “GICs”) on or after the closing date or in such other investments as the authorized representatives named herein may approve; and

WHEREAS, pursuant to Section 2306.351(b), Texas Government Code, as amended, in connection with or incidental to issuing and selling its bonds, the Department may enter into contracts (collectively, "Contracts") that the Board considers necessary or appropriate for the Department's obligation, as represented by the bonds and incidental contracts, to be placed, in whole or in part, on the basis desired by the Board, and on the terms and conditions approved by the Board; and

WHEREAS, the types of Contracts permitted under Section 2306.351(b) include, without limitation, contracts (i) commonly known as interest rate swap agreements, currency swap agreements, or forward payment conversion agreements; (ii) providing for payments based on levels of or changes in interest rates or currency exchange rates; (iii) to exchange cash flows or a series of payments; (iv) that include options, puts or calls to hedge payment, currency, rate, spread, or similar exposure (such Contracts are defined collectively as, "Hedge Agreements"); and

WHEREAS, the Board has determined that Hedge Agreements can be necessary or appropriate to manage potential payment and/or spread exposure relating to interest rate risk on Mortgage Loans to be originated or Mortgage Certificates to be acquired with proceeds of the Bonds issued under this Resolution and desires to approve the execution of one or more Hedge Agreements with the counterparty named therein in accordance with the terms and conditions set forth in this Resolution or in a Supplemental Indenture; and

WHEREAS, the Board desires to approve the use of an amount not to exceed for any series of Bonds \$10,000,000 of Department funds for any purpose authorized under Chapter 2306 and the Indentures, including to provide down payment and closing cost assistance, to make and acquire qualifying Mortgage Loans, including payment of lender compensation, through the purchase of Mortgage Certificates and to pay a portion of the costs of issuance; and

WHEREAS, the Board desires to authorize the use of an amount not to exceed for any series of Bonds \$10,000,000 of funds on deposit under the Indentures to fund capitalized interest on any series of Bonds issued hereunder; and

WHEREAS, Chapter 1371, Texas Government Code, as amended ("Chapter 1371") and Chapter 1207, Texas Government Code, as amended ("Chapter 1207") authorize the Department to take certain actions described in this Resolution related to the issuance of the Bonds; and

WHEREAS, the Board desires to approve the form of the Supplemental Indentures, and finds the form and substance of such documents to be satisfactory and proper and the recitals contained therein to be true, correct and complete; and has determined to further its programs in accordance with such documents by authorizing the issuance of the Bonds, the execution and delivery of such documents and the taking of such other actions as may be necessary or convenient to carry out the purposes of this Resolution;

NOW, THEREFORE, BE IT RESOLVED BY THE GOVERNING BOARD OF THE TEXAS DEPARTMENT OF HOUSING AND COMMUNITY AFFAIRS:

ARTICLE 1  
DEFINITIONS, INTERPRETATION AND FINDINGS

Section 1.1 Definitions. Unless expressly provided otherwise herein or unless the context shall indicate a contrary meaning or intent, the terms and expressions defined below, when used in this Resolution, shall have the meanings set forth below for all purposes of this Resolution, except as modified in a respective Supplemental Indenture.

*“Acts”* means, collectively, Chapter 1207, Chapter 1371, and Chapter 2306.

*“Additional Parity Bonds and Notes”* means the additional parity bonds and the additional parity notes permitted to be issued pursuant to this Resolution and the Indentures.

*“Approved Swap Agreement”* means each agreement authorized by the Department constituting a “credit agreement” under Chapter 1371 in relation to the payment or exchange of payments on Outstanding Parity Bonds.

*“Assumed Rate”* means, with respect to any Refunded Bonds that bear interest at a Variable Rate, the average interest rate on such Refunded Bonds for the most recently completed sixty (60) month period or the period such Refunded Bonds have been outstanding if it is less than sixty (60) months; provided, that if the Department has entered into an Approved Swap Agreement with respect to all or a portion of any such Refunded Bonds pursuant to which the Board is obligated to make payments calculated at a fixed interest rate on the notional amount of such Approved Swap Agreement, the fixed interest rate used to calculate the amounts payable by the Department under the Approved Swap Agreement shall be assumed to be the interest rate on such Refunded Bonds outstanding during the term of the Approved Swap Agreement if the notional amount under the Approved Swap Agreement is equal to or greater than the outstanding principal amount of such Refunded Bonds.

*“Attorney General”* means the Attorney General of the State.

*“Authorized Representative”* has the meaning given to such term in Section 2.14 of this Resolution.

*“Bond”* or *“Bonds”* means any one or more, as the case may be, of the bonds of each Series authorized by this Resolution, and all substitute bonds exchanged therefor, and all other substitute and replacement bonds issued pursuant to this Resolution.

*“Bond Counsel”* means Bracewell LLP or any other attorney or firm of attorneys nationally recognized as experienced in the field of bonds of governmental issuers and appointed by the Board.

*“Bond Purchase Contract”* means the Board’s agreement with Underwriters providing for the sale of a Series of Bonds, as authorized by Section 2.4 hereof; provided that two or more Series of Bonds may be sold to the same Underwriters pursuant to the terms of a single Bond Purchase Contract.

*"Chapter 1207"* has the meaning given to such term in the recitals to this Resolution.

*"Chapter 1371"* has the meaning given to such term in the recitals to this Resolution.

*"Chapter 2306"* has the meaning given to such term in the recitals to this Resolution.

*"Counterparty"* shall mean a counterparty to a Hedge Agreement.

*"Depository Agreements"* has the meaning given to such term in the recitals to this Resolution.

*"DTC"* means The Depository Trust Company, New York, New York, and its successors and assigns.

*"Eligible Project Costs"* has the meaning ascribed to it in the recitals to this Resolution.

*"Escrow Agent"* means each Escrow Agent selected pursuant to Section 2.5 hereof or any successor thereto.

*"Escrow Agreement"* means each Escrow Agreement between the Board and an Escrow Agent, as authorized by Section 2.5 hereof, as each such agreement may be amended from time to time in accordance with the terms thereof.

*"FHLB Advances"* means any advance pursuant to the Advances and Security Agreement, dated November 1, 2016, between the Department and Federal Home Loan Bank of Dallas, as amended, and the side letters executed pursuant thereto.

*"Fixed Rate"* means a rate of interest on a Bond that is fixed for the remaining term of the Bond.

*"Fixed Rate Bonds"* means the Bonds of a Series bearing interest at a Fixed Rate.

*"Hedge Agreement"* has the meaning ascribed to it in the recitals to this Resolution. To the extent permitted by law, the Department may enter into one or more Hedge Agreements in anticipation of, simultaneously with, or subsequent to the authorization and issuance of any Bonds benefiting from such Hedge Agreements.

*"Hedge Agreement Payment Obligation"* shall mean the obligation of the Department pursuant to a Hedge Agreement to make payments to a Counterparty under a Hedge Agreement. The term does not include collateral postings, termination payments or similar payments and does not include fees or expenses under the Hedge Agreement.

*"Indentures"* has the meaning given to such term in the recitals to this Resolution.

*"Issuance Date"* means the date of initial delivery of any Series of Bonds in exchange for the purchase price thereof.

*“Maximum Rate”* means the maximum net effective interest rate permitted under Chapter 1204, Texas Government Code, as amended, or such other maximum interest rate permitted to be borne by Bonds by then applicable law.

*“Mortgage Certificates”* has the meaning given to such term in the recitals to this Resolution.

*“Outstanding Parity Bonds”* means, collectively, the Outstanding RMRB Parity Bonds and the Outstanding SFMRB Parity Bonds.

*“Outstanding RMRB Parity Bonds”* means the Department’s Residential Mortgage Revenue Bonds, Series 2019A, Residential Mortgage Revenue Bonds, Series 2021A (Social Bonds), Residential Mortgage Revenue Refunding Bonds, Series 2021B (Taxable), Residential Mortgage Revenue Bonds, Series 2022A (Social Bonds), Residential Mortgage Revenue Bonds, Series 2022B (Social Bonds), Residential Mortgage Revenue Bonds, Series 2023A, Residential Mortgage Revenue Bonds, Series 2023B, Residential Mortgage Revenue Bonds, Taxable Series 2023C, Residential Mortgage Revenue Bonds, Series 2024A, Residential Mortgage Revenue Bonds, Taxable Series 2024B, Residential Mortgage Revenue Bonds, Series 2024C, Residential Mortgage Revenue Bonds, Taxable Series 2024D, Residential Mortgage Revenue and Refunding Bonds, Series 2025A, Residential Mortgage Revenue and Refunding Bonds, Series 2025B, Residential Mortgage Revenue Bonds, Taxable Series 2025C, and Residential Mortgage Revenue and Refunding Bonds, Series 2025D.

*“Outstanding SFMRB Parity Bonds”* means the Department’s Single Family Mortgage Revenue Bonds, 2005 Series A, Single Family Mortgage Revenue Bonds, 2007 Series A, Single Family Mortgage Revenue Refunding Bonds, 2015 Series A (Taxable), Single Family Mortgage Revenue Bonds, 2015 Series B, Single Family Mortgage Revenue Bonds, 2016 Series A, Single Family Mortgage Revenue Refunding Bonds, 2016 Series B (Taxable), Single Family Mortgage Revenue Bonds, 2017 Series A, Single Family Mortgage Revenue Refunding Bonds, 2017 Series B (Taxable), Single Family Mortgage Revenue Bonds, 2017 Series C (Taxable), Single Family Mortgage Revenue Bonds, 2018 Series A, Single Family Mortgage Revenue Bonds, 2019 Series A, Single Family Mortgage Revenue Bonds, 2020 Series A, Single Family Mortgage Revenue Refunding Bonds, 2020 Series B (Taxable), Single Family Mortgage Revenue Bonds, 2021 Series A (Social Bonds), Single Family Mortgage Revenue Refunding Bonds, 2021 Series B (Taxable), Single Family Mortgage Revenue Bonds, 2022 Series A (Social Bonds), Single Family Mortgage Revenue Bonds, 2022 Series B, Single Family Mortgage Revenue Bonds, 2023 Series A, Single Family Mortgage Revenue Bonds, 2023 Series B (Taxable), Single Family Mortgage Revenue Bonds, 2023 Series C and Single Family Mortgage Revenue Bonds, 2023 Series D (Taxable).

*“Pricing Certificate”* means the certificate executed by the Authorized Representative in connection with each Series of Bonds that establishes the terms of such Series of Bonds pursuant to Section 2.4 hereof in connection with the initial issuance and delivery thereof. Each Pricing Certificate is hereby incorporated in and made a part of this Resolution and shall be filed in the minutes of the Board as a part of this Resolution.

*"Refunded Bonds"* means the particular Outstanding Parity Bonds that an Authorized Representative, acting for and on behalf of the Board pursuant to Sections 2.4 and 2.5 hereof, determines shall be refunded by a Series of Bonds. The Refunded Bonds shall be specified in the Pricing Certificate.

*"Repaid FHLB Advances"* means the particular FHLB Advances that the Authorized Representative, acting for and on behalf of the Board, pursuant to Sections 2.4 and 2.5 hereof, determines shall be repaid from proceeds of a Series of Bonds. The Repaid FHLB Advances shall be specified in the Pricing Certificate.

*"Resolution"* means this resolution authorizing the Bonds, as the same may be amended from time to time in accordance with the terms hereof.

*"Series"* means any designated series of Bonds issued pursuant to this Resolution.

*"Supplemental Indenture"* or *"Supplemental Indentures"* has the meaning given to such term in the recitals to this Resolution.

*"Tax-Exempt Bond"* shall mean any Bond, the interest on which is excludable from gross income for federal income tax purposes.

*"Taxable Bond"* shall mean any Bond, the interest on which is not excludable from gross income for federal income tax purposes.

*"Trustee"* has the meaning given to such term in the recitals to this Resolution.

*"Trust Company"* has the meaning given to such term in the recitals to this Resolution.

*"Underwriters"* means the investment banking firm or firms that contract to purchase the Bonds of a Series, pursuant to a Bond Purchase Contract in accordance with Section 2.4 of this Resolution; provided that the same Underwriters may contract to purchase two or more Series of such Bonds pursuant to a single Bond Purchase Contract.

*"Variable Rate"* means a rate of interest that is not fixed, but is variable or adjustable by any formula, agreement or otherwise.

*"Variable Rate Bonds"* means Bonds that bear interest at Variable Rate, as set forth in the Pricing Certificate or Bond Purchase Contract for such Bonds.

## ARTICLE 2 AUTHORIZATION AND TERMS OF THE BONDS

Section 2.1 Authorization and Authorized Amount. Pursuant to authority conferred by and in accordance with the provisions of the laws of the State, particularly the Acts, the Bonds are hereby authorized to be issued, in the maximum aggregate principal amount (calculated without regard to premium or discount affecting the sale price) of \$1,100,000,000 in one or more

Series (as Tax-Exempt Bonds, Taxable Bonds, or any combination thereof) from time to time for the purpose of obtaining funds to refund the Refunded Bonds, to repay the FHLB Advances and to finance Eligible Project Costs, all in accordance with and subject to the terms, conditions and limitations contained herein; provided that, the authority conferred by this Resolution to (i) act on behalf of the Board in connection with the initial sale of any Series of Bonds and (ii) execute one or more Bond Purchase Contracts(s) pursuant to this Resolution shall expire at 11:59 p.m. Austin, Texas time on October 8, 2026. Any Series of Bonds sold pursuant to a Bond Purchase Contract executed on or before the date and time specified in the immediately preceding sentence may be issued and delivered after such date. The Bonds are Additional Parity Bonds permitted to be issued under the Indentures and this Resolution on a parity and in all respects of equal dignity with the applicable Outstanding Parity Bonds.

The Bonds herein authorized, unless otherwise indicated, may be issued in the form of Fixed Rate Bonds or Variable Rate Bonds, all as provided in Section 2.2 hereof, the Pricing Certificate and in the Supplemental Indenture.

Section 2.2 Issuance, Designation, Execution and Delivery of the Bonds. The issuance of the Bonds from time to time in one or more series or subseries and on a taxable or tax-exempt basis is hereby authorized, all under and in accordance with the applicable Indenture; that such Bonds are to be designated as Residential Mortgage Revenue Bonds, Series 202[5][6] \_\_\_\_, or Single Family Mortgage Revenue Bonds, 202[5][6] Series \_\_\_\_ with such appropriate insertion or modification to differentiate separate series or subseries of Bonds, as determined by an Authorized Representative and referenced in the applicable Supplemental Indenture; and that, upon execution and delivery of the applicable Supplemental Indenture, the Authorized Representatives of the Department named in this Resolution are each hereby authorized to execute, attest and affix the Department's seal to the Bonds, which signatures and seal may be manual or facsimile, and to deliver the Bonds to the Attorney General of Texas (the "Attorney General") for approval, the Comptroller of Public Accounts of the State of Texas (the "Comptroller") for registration and the Trustee for authentication, and thereafter to deliver the Bonds to or upon the order of the Underwriters.

Section 2.3 Maturity; Redemption Prior to Maturity. (a) The Bonds of each Series shall mature on the dates and in the amounts set forth in the Pricing Certificate; provided that, the final maturity of the Bonds of a Series shall not be later than 40 years from their Issuance Date as set forth in the Pricing Certificate executed in connection with the initial issuance and delivery thereof.

(b) Subject to the notice provisions set forth in the Indentures and in the Supplemental Indentures, each Series of Bonds shall be subject to redemption by the Board prior to maturity as provided in the related Supplemental Indenture, which may be modified in the related Pricing Certificate.

Section 2.4 Issuance and Sale of Bonds; Delegation of Authority. (a) The Authorized Representatives are hereby severally authorized to act for and on behalf of the Board in connection with the issuance and sale of the Bonds. In that capacity, the Authorized



Representative, acting for and on behalf of the Board, shall determine: the dated date of such Bonds and the Issuance Date thereof; the principal amount of Bonds of such Series to be issued and sold; whether the Bonds shall be issued as Tax-Exempt Bonds or Taxable Bonds; the Series designation for such Bonds and any additional or different designation or title by which the Bonds of each Series shall be known; the authorized denominations applicable for the Bonds; the price at which the Bonds of such Series shall be sold; the principal amortization schedule for such Bonds; the redemption features of such Bonds; the rate or rates of interest to be borne by each maturity of such Bonds, or for Variable Rate Bonds the manner of determining such rate or rates; the Interest Payment Dates for such Bonds; the particular Outstanding Parity Bonds to be refunded, or Repaid FHLB Advances to be repaid, as appropriate, by any series of Bonds and the redemption date(s) thereof, as appropriate, the Eligible Project Costs to be financed by any Series of Bonds; and all other matters relating to the issuance, sale and delivery of the Bonds of each Series and the refunding of the Refunded Bonds or repayment of the Repaid FHLB Advances, as appropriate; all of which shall be specified in each Pricing Certificate; provided that (i) the aggregate principal amount of Bonds issued hereunder shall not exceed the amount authorized in Section 2.1 of this Resolution, (ii) the maturity date of any Series of Bonds shall not exceed the maximum maturity set forth in Section 2.3 of this Resolution, and (iii) each Series of Bonds must be sold on terms that produce (A) interest rates that do not exceed the Maximum Rate and (B) a sales price for the Bonds of such Series to the initial purchaser(s) thereof of not less than 95 percent and not more than 108 percent of the par amount thereof (plus accrued interest from the dated date of such Bonds to the Issuance Date). Interest on Variable Rate Bonds shall be computed as set forth in the related Bond Purchase Contract or Pricing Certificate. In addition, each Series of Bonds issued to refund Refunded Bonds must be sold on terms that produce a present value savings when the scheduled debt service payable on such Bonds during each Bond Year is subtracted from the scheduled debt service payable on the Refunded Bonds during the same Bond Year and the remainder is discounted to the scheduled date of delivery of the Bonds of such Series set forth in the Pricing Certificate at a discount factor equal to the yield on such Bonds determined in accordance with section 148 of the Code. Notwithstanding the foregoing and any other provision of this Resolution to the contrary, a Series of Bonds issued to refund Refunded Bonds may be sold on terms that do not satisfy the present value savings requirement set forth in the immediately preceding sentence if an Authorized Representative determines that such refunding of Refunded Bonds is in the best interest of the Department; provided that the maximum amount by which the aggregate amount of payments to be made under such Series of Bonds may not exceed 3 percent of the aggregate amount of payments that would have been made under the terms of the Refunded Bonds being refunded thereby. For purposes of performing the foregoing calculations, if the Refunded Bonds bear interest at a Variable Rate, then such Refunded Bonds shall be deemed to bear interest at all times to their maturity or due date at the Assumed Rate.

All Bonds sold to refund or refinance Refunded Bonds are hereby deemed to be "refunding bonds" and therefore may be sold in the manner deemed by an Authorized Representative to be most economically advantageous to the Board. If an Authorized Representative determines that any Series of Bonds shall be sold on a negotiated basis, such Authorized Representative is authorized to approve, execute and deliver a Bond Purchase

Contract with the Underwriters of each such Series of Bonds. Notwithstanding the foregoing, the Authorized Representative may determine to sell two or more Series of such Bonds to the same Underwriters pursuant to the terms of a single Bond Purchase Contract. The Authorized Representative's approval of a Bond Purchase Contract shall be conclusively evidenced by said Authorized Representative's execution thereof. The Authorized Representative, acting for and on behalf of the Board, may designate the senior managing Underwriter for each such Series of Bonds to be sold on a negotiated basis. It is further provided, however, that notwithstanding the foregoing provisions, the Bonds of any Series issued under this Section 2.4 to finance Eligible Project Costs shall not be delivered unless prior to delivery, such Bonds have been rated by a nationally recognized rating agency for municipal securities in one of the four highest rating categories for long-term obligations for Bonds as required by Chapter 1371.

(b) The Authorized Representatives, acting for and on behalf of the Board, are severally authorized and directed to provide for and oversee the preparation of a preliminary official statement to be prepared for distribution (which may be made electronically) and to be used in the offering and sale of Bonds. The Authorized Representatives, acting for and on behalf of the Board, are hereby severally authorized to approve the form of the preliminary official statement and to deem the preliminary official statement to be final as of its date, except for such omissions as are permitted by Rule 15c2-12. The Authorized Representatives, acting for and on behalf of the Board, are hereby severally directed to cause a final official statement to be prepared and provided in compliance with Rule 15c2-12. Notwithstanding the foregoing, the Authorized Representatives may prepare one preliminary official statement and one final official statement with respect to multiple Series of Bonds so sold.

(c) Following the execution of each Pricing Certificate in connection with the initial issuance and delivery of a Series of Bonds, the Authorized Representative shall notify the Trustee in writing of the identity of the respective initial purchasers and of the following terms for the related Series of Bonds: Series designation; dated date and Issuance Date; principal amount; purchase price; maturities; redemption provisions; initial rate or rates of interest; and the Interest Payment Dates. The Authorized Representative shall deliver the Initial Bonds of such Series to the respective initial purchasers against payment therefore; provided that delivery of any Bond shall be expressly conditioned upon satisfaction of all applicable requirements in Section 302 of the Single Family Indenture or Section 302 of the RMRB Indenture, as applicable, and in the Supplemental Indenture related to the particular Series of Bonds.

Section 2.5 Refunding of Refunded Bonds; Escrow Agreements. (a) As provided in Section 2.4 above, the Authorized Representatives shall determine the particular Outstanding Parity Bonds to be refunded by a Series of Bonds subject, in the case of the related Refunded Bonds, to the requirements of Section 2.4.

(b) Subject to the execution of an Pricing Certificate and the determination by an Authorized Representative of the Refunded Bonds to be refunded by a Series of Bonds, the Board irrevocably calls the particular Outstanding Parity Bonds constituting Refunded Bonds for redemption prior to maturity on the first optional redemption date following delivery of the

Bonds of such Series, for which all of the notice requirements for redemption can reasonably be met, at a redemption price of par (plus accrued interest to the date fixed for redemption).

Upon execution of the respective Pricing Certificate, the Authorized Representatives, acting for and on behalf of the Board, shall provide for notice of such redemption to be given in accordance with the supplemental indenture authorizing the Refunded Bonds.

(c) Concurrently with the delivery of each Series of Bonds issued for the purpose of refunding Refunded Bonds, the Authorized Representatives, acting for and on behalf of the Board, are hereby authorized to designate one or more escrow agents (each, an “Escrow Agent”) in connection therewith, to approve the form and substance of an escrow agreement (each, an “Escrow Agreement”) in connection therewith cause to be deposited from the proceeds from the sale of the Bonds of such Series, together with the other legally available funds with the appropriate Escrow Agent, in an amount sufficient to provide for the refunding of the Refunded Bonds in accordance with Chapter 1207. The discharge and defeasance of the Refunded Bonds shall be effected pursuant to the terms and provisions of the respective Escrow Agreement with the respective Escrow Agent. Notwithstanding anything to the contrary contained in this Section 2.5, the Authorized Representatives, acting for and on behalf of the Board, may (i) determine to approve, execute and deliver for and on behalf of the Board a single Escrow Agreement with the same Escrow Agent for Refunded Bonds, and (ii) accomplish the refunding thereof without executing an Escrow Agreement by making a deposit directly with the paying agent therefor.

(d) If an Authorized Representative determines to execute an Escrow Agreement relating to the Refunded Bonds, to assure the purchase of the “Escrowed Securities” referred to in the Escrow Agreement for the Refunded Bonds, such Authorized Representative, acting for and on behalf of the Board, is hereby authorized to subscribe for, agree to purchase and purchase “Government Obligations,” as defined in the supplemental indenture authorizing the Refunding Bonds, in such amounts and maturities and bearing interest at such rates as may be provided for in such Escrow Agreement, and to execute any and all subscriptions, purchase agreements, commitments, letters of authorization and other documents necessary to effectuate the foregoing, and is authorized to create and fund the “Escrow Fund” contemplated by such Escrow Agreement through the use of the proceeds of the Series of Bonds issued to refund the Refunded Bonds, the moneys and investments held in the fund securing the Refunded Bonds, and other lawfully available moneys of the Board.

(e) To satisfy in a timely manner all of the Board’s obligations under this Resolution and the Escrow Agreement(s), the Authorized Representatives and all other appropriate officers and agents of the Board are hereby severally authorized and directed for and on behalf of the Board to take all other actions that are reasonably necessary to provide for the refunding of the Refunded Bonds, including, without limitation, executing and delivering for and on behalf of the Board all certificates, consents, receipts, requests and other documents as may be reasonably necessary to satisfy the Board’s obligations under the Escrow Agreement(s) and this Resolution and to direct the transfer and application of funds of the Board consistent with the provisions of such Escrow Agreement(s) and this Resolution.

(f) It is hereby found and determined that (i) the refunding of the Refunded Bonds is advisable and necessary in order to restructure the debt service requirements of the Department and (ii) the manner in which the refunding of the Refunded Bonds is being executed does not make it practicable to make the determination required by Section 1207.008(a)(2) of the Government Code.

Section 2.6 Application of Bond Proceeds. Proceeds from the sale of the Bonds of each Series shall, promptly upon receipt thereof, be applied by the Authorized Representative as provided in the respective Indenture and the Supplemental Indenture with respect to the particular Series of Bonds.

Section 2.7 Indenture Funds. The Authorized Representatives are further authorized and directed to apply and there is hereby appropriated such moneys on deposit under the applicable Indenture as are necessary (i) to pay the costs of issuance of the Bonds incurred in connection with the issuance of the Bonds and the refunding of the Refunded Bonds (including the redemption or purchase for cancellation of Refunded Bonds, to the extent not paid from Bond proceeds); (ii) to make the deposits described in the applicable Indenture in amounts sufficient, together with the proceeds of the Bonds, to provide for the defeasance of the Refunded Bonds and the repayment of the Repaid FHLB Advances, as appropriate, on the date of delivery of the Bonds.

Section 2.8 Additional Agreements. The Authorized Representatives are hereby authorized and directed to execute any supplemental document with the Trustee or DTC as may be necessary to consummate the transactions contemplated by this Resolution, any such document to be subject to the approval of each of the foregoing parties.

Section 2.9 Further Procedures. Each Authorized Representative and all other officers, employees, and agents of the Board, and each of them, shall be and they are hereby expressly authorized, empowered, and directed from time to time and at any time to do and perform all such acts and things and to execute, acknowledge, attest, affix the Department's seal to and deliver, in the name and under the seal and on behalf of the Board, all such agreements, assignments, bonds, certificates, contracts, documents, instruments, releases, financing statements, letters of instruction, notices of acceptance, written requests and other papers, and to take such other acts, whether or not herein mentioned, as may be necessary or desirable in order to carry out the terms and provisions of this Resolution, the Indentures, the Depository Agreements, the Bonds, the preliminary official statement and the official statement for any Bonds, any continuing disclosure agreement, any Escrow Agreement, any Bond Purchase Contract or any Supplemental Indenture.

In addition, the Authorized Representatives, the General Counsel to the Board and Bond Counsel are hereby authorized to approve, subsequent to the date of the adoption of this Resolution, any technical amendments to this Resolution as may be required by any bond rating agency as a condition to the granting of a rating on any Series of Bonds, as may be required by the office of the Texas Attorney General as a condition to the approval of the Bonds and as may be required to assist Underwriters in complying with Rule 15c2-12.

Section 2.10 Approval, Execution and Delivery of the Supplemental Indentures. That the form and substance of the Supplemental Indentures are hereby approved and that the Authorized Representatives are hereby severally authorized to execute, and if requested, attest and affix the Department's seal to each applicable Supplemental Indenture and to deliver such Supplemental Indenture to the Trustee.

Section 2.11 Approval of GIC Broker; Approval of Investment in GICs. That the Authorized Representatives are each hereby authorized to select a GIC broker, if any, and that the investment of funds held under the Indentures in connection with the Bonds in GICs is hereby approved and that the Authorized Representatives are hereby authorized to complete arrangements for such investment in GICs or such other investments as the Authorized Representatives may approve.

Section 2.12 Power to Revise Form of Documents. That, notwithstanding any other provision of this Resolution, the Authorized Representatives are each hereby authorized to make or approve such revisions in the form of the documents attached hereto as exhibits as, in the judgment of such Authorized Representative, or in the opinion of Bond Counsel, may be necessary or convenient to carry out or assist in carrying out the purposes of this Resolution, such approval to be evidenced by the execution of such documents by the Authorized Representatives.

Section 2.13 Exhibits Incorporated Herein. That all of the terms and provisions of each of the documents listed below as an exhibit shall be and are hereby incorporated into and made a part of this Resolution for all purposes:

- Exhibit A-1 – Tax-Exempt Supplemental Indenture (SFMRB)
- Exhibit A-2 – Taxable Supplemental Indenture (SFMRB)
- Exhibit B-1 – Tax-Exempt Supplemental Indenture (RMRB)
- Exhibit B-2 – Taxable Supplemental Indenture (RMRB)

Section 2.14 Authorized Representatives. The following persons are each hereby named as authorized representatives of the Department for purposes of executing, attesting, affixing the Department's seal to, and delivering the documents and instruments and taking the other actions referred to in this Resolution: the Chair or Vice Chair of the Board, the Executive Director of the Department, the Director of Administration of the Department, the Director of Financial Administration of the Department, the Deputy Executive Director – Housing Finance of the Department and the Secretary or Assistant Secretary to the Board. Such persons are referred to herein collectively as the "Authorized Representatives." Any one of the Authorized Representatives is authorized to act individually as set forth in this Resolution.

Section 2.15 Department Contribution. That the contribution of Department funds in an amount not to exceed \$10,000,000 per Series of Bonds to be used for any purpose authorized under Chapter 2306 and the applicable Indenture, including to provide down payment and closing cost assistance, to make and acquire qualifying Mortgage Loans, including payment of

lender compensation, through the purchase of Mortgage Certificates and to pay all or a portion of the costs of issuance of the Bonds is hereby authorized.

Section 2.16 Use of Indenture Funds. That the use of an amount not to exceed \$10,000,000 per Series of Bonds of funds on deposit under the applicable Indenture to fund capitalized interest on the Bonds is hereby authorized.

### ARTICLE 3 AUTHORIZATION AND TERMS OF HEDGE AGREEMENTS

Section 3.1 Authorization of Hedge Agreements. Pursuant to authority conferred by and in accordance with the provisions of the laws of the State, particularly Section 2306.351, Texas Government Code, the Department reserves and shall have the right and authority to execute and deliver Hedge Agreements (subject to Section 3.2 below) with respect to any or all of the Bonds for any purpose authorized by law pursuant to the provisions of this Resolution and any Supplemental Indenture on the terms conditions set forth in Article III of this Resolution; provided that, the authority conferred by this Resolution to execute any such Hedge Agreement shall expire at 11:59 p.m. Austin, Texas time on October 8, 2026.

Section 3.2 Delegation. Each Authorized Representative is hereby severally authorized to act on behalf of the Department in accepting and executing a Hedge Agreement when, in such person's judgment, the execution of such Hedge Agreement is consistent with this Resolution and the Department's Interest Rate Swap Policy and Investment Policy, to the extent applicable, and the transaction is in the best interests of the Department given the market conditions at that time.

- (a) Determination as Hedge Agreement. The Board hereby determines that any such Hedge Agreement entered into by an Authorized Representative pursuant to this Resolution is necessary or appropriate to place the Department's obligations with respect to its outstanding Bonds or Bonds anticipated to be issued in the future, and any Mortgage Loans or Mortgage Certificates, on the interest rate, currency, cash flow or other basis set forth in such Hedge Agreement as approved and executed on behalf of the Department by an Authorized Representative. Each Hedge Agreement constitutes a "contract" under Section 2306.351(b) of Chapter 2306.
- (b) Maximum Term. The maximum term of each Hedge Agreement authorized by this Resolution shall not exceed the maturity date of the then outstanding related Bonds or the related Bonds anticipated to be issued in the future, as applicable.
- (c) Notional Amount. The notional amount of any Hedge Agreement authorized by this Resolution shall not at any time exceed the aggregate principal amount of the then outstanding related Bonds or related Bonds

anticipated to be issued in the future, as applicable; provided that the aggregate notional amount of multiple Hedge Agreements relating to the same Bonds may exceed the principal amount of the related Bonds if such Hedge Agreements are for different purposes, as evidenced for example by different rates for calculating payments owed, and the aggregate notional amount of any such Hedge Agreements for the same purpose otherwise satisfies the foregoing requirements.

- (d) Early Termination. No Hedge Agreement entered into pursuant to this Resolution shall contain early termination provisions at the option of the Counterparty except upon the occurrence of an event of default or a termination event, as prescribed in the applicable Hedge Agreement. In addition to subsections (a) and (b) of Section 3 hereof, each Authorized Representative is hereby severally authorized to terminate any Hedge Agreement in whole or in part when, in such person's judgment, such termination is in the best interests of the Department given the market conditions at that time.
- (e) Maximum Rate. No Hedge Agreement authorized by this Resolution shall be payable at a rate greater than the maximum rate allowed by law.
- (f) Source of Payment. Hedge Agreement Payment Obligations may be made from lawfully available funds of the Department, including (i) with respect to a Hedge Agreement executed in connection with Single Family Mortgage Revenue Bonds, funds available for such purpose and on deposit in the Surplus Revenues Account held under the Single Family Indenture, or (ii) with respect to a Hedge Agreement executed in connection with Residential Mortgage Revenue Bonds, funds available for such purpose and on deposit in the Residual Revenues Fund held under the RMRB Indenture.

#### ARTICLE 4

##### APPROVAL AND RATIFICATION OF CERTAIN ACTIONS

Section 4.1 Approval and Ratification of Application to Texas Bond Review Board. That the Board hereby ratifies and approves the submission of an application for approval of state bonds to the Texas Bond Review Board on behalf of the Department in connection with the issuance of each series of Bonds in accordance with Chapter 1231, Texas Government Code.

Section 4.2 Submission to the Attorney General of Texas. That the Board hereby approves the submission by Bond Counsel to the Attorney General of Texas, for his approval, of a transcript of the legal proceedings relating to the issuance, sale and delivery of each Series of Bonds, and as applicable, execution of a Hedge Agreement.

Section 4.3 Engagement of Other Professionals. That the Authorized Representatives are each authorized to engage an accounting firm or firms to perform such functions, audits, yield calculations, verifications and subsequent investigations as necessary or appropriate to comply with a Bond Purchase Contract and the requirements of the purchasers of the Bonds and Bond Counsel, provided such engagement is done in accordance with applicable State law.

Section 4.4 Certification of the Minutes and Records. That the Secretary and any Assistant Secretary to the Board are hereby authorized to certify and authenticate minutes and other records on behalf of the Department for the Program, the issuance of the Bonds and all other Department activities.

Section 4.5 Approval of Requests for Rating from Rating Agencies. That the Authorized Representatives and the Department's consultants are authorized to seek ratings from Moody's Investors Service, Inc. and S&P Global Ratings, a division of S&P Global Inc.

Section 4.6 Ratifying Other Actions. That all other actions taken or to be taken by the Authorized Representatives and the Department's staff in connection with the issuance of the Bonds are hereby ratified and confirmed.

Section 4.7 Authorized to Invest Funds. That pursuant to Section 1371.102, Texas Government Code, and Chapter 2306, the Authorized Representatives are each hereby authorized to undertake all appropriate actions required under the applicable Indenture and the Depository Agreements and to provide for investment and reinvestment of all funds held under each Indenture in accordance with such Indenture.

Section 4.8 No Gain Allowed. That, in accordance with Section 2306.498, Texas Government Code, no member of the Board or employee of the Department may purchase the Notes in the secondary open market for municipal securities.

## ARTICLE 5 CERTAIN FINDINGS AND DETERMINATIONS

Section 5.1 Purpose of Bonds. That the Board hereby determines that the purpose for which the Department may issue the Bonds constitutes "public works" as contemplated by Chapter 1371.

## ARTICLE 6 GENERAL PROVISIONS

Section 6.1 Limited Obligations. That the Bonds and the interest thereon shall be limited obligations of the Department payable solely from the trust estate pledged under each Indenture to secure payment of the bonds issued under such Indenture and payment of the Department's costs and expenses for its single family mortgage revenue bond program thereunder and under such Indenture, and under no circumstances shall the Bonds be payable from any other revenues, funds, assets or income of the Department.



Section 6.2 Non-Governmental Obligations. That the Bonds shall not be and do not create or constitute in any way an obligation, a debt or a liability of the State or create or constitute a pledge, giving or lending of the faith or credit or taxing power of the State.

Section 6.3 Purposes of Resolution. That the Board has expressly determined and hereby confirms that the issuance of the Bonds and the furtherance of the purposes contemplated by this Resolution accomplish a valid public purpose of the Department by providing for the housing needs of individuals and families of low, very low and extremely low income and families of moderate income in the State.

Section 6.4 Notice of Meeting. That this Resolution was considered and adopted at a meeting of the Board that was noticed, convened, and conducted in full compliance with the Texas Open Meetings Act, Chapter 551 of the Texas Government Code, and with Section 2306.032 of the Texas Government Code, regarding meetings of the Board.

Section 6.5 Effective Date. That this Resolution shall be in full force and effect from and upon its adoption.

PASSED AND APPROVED this 9th day of October, 2025.

## EXHIBITS

ALL DOCUMENTS REFERRED TO IN THE FOREGOING RESOLUTION ARE ATTACHED TO THE ORIGINAL COPY OF SAID RESOLUTION, WHICH IS ON FILE IN THE OFFICIAL RECORDS OF THE DEPARTMENT, AND EXECUTED COUNTERPARTS OF SUCH EXHIBITS ARE INCLUDED IN THE OFFICIAL TRANSCRIPT OF PROCEEDINGS RELATING TO THE BONDS.

---

TEXAS DEPARTMENT OF HOUSING AND COMMUNITY AFFAIRS

[NUMBER] SUPPLEMENTAL RESIDENTIAL MORTGAGE  
REVENUE BOND TRUST INDENTURE

BETWEEN

TEXAS DEPARTMENT OF HOUSING AND COMMUNITY AFFAIRS

AND

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

AUTHORIZING

\$(PRINCIPAL)  
RESIDENTIAL MORTGAGE REVENUE [REFUNDING] BONDS,  
SERIES 202[5][6] [ ]

Dated as of [DOC DATE]

---

## TABLE OF CONTENTS

Parties .....	1
Recitals .....	1

### ARTICLE I DEFINITIONS, STATUTORY AUTHORITY AND PLEDGE OF SECURITY

Section 1.1.	Supplemental Indenture.....	2
Section 1.2.	Definitions .....	2
Section 1.3.	Authority for This 202[5][6] [ ] Series Supplement .....	9
Section 1.4.	Rules of Construction .....	9
Section 1.5.	Interpretation .....	9
Section 1.6.	Effect of Headings and Table of Contents.....	10
Section 1.7.	Indenture to Remain in Force .....	10
Section 1.8.	Successors and Assigns .....	10
Section 1.9.	Separability Clause.....	10
Section 1.10.	Benefits of this 202[5][6] [ ] Series Supplement .....	10
Section 1.11.	Governing Law .....	10
Section 1.12.	Miscellaneous .....	10
Section 1.13.	Granting Clause.....	10

### ARTICLE II AUTHORIZATION AND TERMS OF SERIES 202[5][6] [ ] BONDS

Section 2.1.	Authorization, Original Principal Amount, Designation, and Series.....	10
Section 2.2.	Purposes .....	11
Section 2.3.	Registered Bonds Only, Dates, Denominations, Numbers, and Letters .....	11
Section 2.4.	Interest Payment Dates, Interest Rates and Maturities of the Series 202[5][6] [ ] Bonds.....	11
Section 2.5.	Paying Agent; Method and Place of Payment .....	11
Section 2.6.	Bond Depository; Book-Entry System .....	12
Section 2.7.	Redemption Prices and Terms.....	13
Section 2.8.	Notice of Redemption; Selection of Series 202[5][6] [ ] Bonds to Be Redeemed.....	13
Section 2.9.	Creation of Additional Funds, Accounts and Subaccounts and Application Thereof .....	13
Section 2.10.	Initial Deposits and Transfers into Funds, Accounts and Subaccounts .....	14
Section 2.11.	Transfer of and Representations and Covenants Relating to [ ] Transferred Mortgage Certificates .....	14
Section 2.12.	Form of Series 202[5][6] [ ] Bonds .....	14
Section 2.13.	202[5][6] [ ] Rebate Fund.....	15
Section 2.14.	Transfers from 202[5][6] [ ] Residual Revenues Account.....	16
Section 2.15.	202[5][6] [ ] Mortgage Loan Account.....	16
Section 2.16.	202[5][6] [ ] Mortgage Certificate Acquisition .....	16

### ARTICLE III [REDEMPTION]

Section 3.1.	Redemption of Refunded Bonds.....	17
Section 3.2.	Sale of [ ] Transferred Mortgage Certificates .....	17

### ARTICLE IV FEDERAL INCOME TAX MATTERS

Section 4.1.	General Tax Covenant.....	18
Section 4.2.	Use of Proceeds .....	18

Section 4.3.	Mortgage Eligibility Requirements .....	18
Section 4.4.	Targeted Area Residences .....	20
Section 4.5.	Mortgage Rate .....	20
Section 4.6.	Rebate Requirement .....	20
Section 4.7.	No-Arbitrage Covenant .....	21
Section 4.8.	Limitations on Investment of Reserve Amounts .....	22
Section 4.9.	Limitations on Costs of Issuance.....	22
Section 4.10.	No Federal Guaranty .....	22
Section 4.11.	Information Reporting .....	22
Section 4.12.	Changes in Use of Mortgaged Property.....	22
Section 4.13.	Use of Repayments to Redeem Series 202[5][6] [ ] Bonds .....	22
Section 4.14.	Recapture.....	22
Section 4.15.	Bonds are not Hedge Bonds .....	22
Section 4.16.	Sale of 202[5][6] [ ] Mortgage Certificates .....	22
Section 4.17.	Record Retention .....	23
Section 4.18.	Continuing Obligation.....	23

## ARTICLE V OTHER MATTERS

Section 5.1.	Reserved .....	23
Section 5.2.	Transfer of Unexpended Proceeds.....	23
Section 5.3.	Application of Amounts in 202[5][6] [ ] Revenue Account .....	23
Section 5.4.	Application of Residual Revenues .....	24
Section 5.5.	Limitations on Mortgage Loans .....	24
Section 5.6.	Covenant Relating to the Program Agreement .....	25
Section 5.7.	Depository .....	25
Section 5.8.	Certain Requirements Applicable to Cashflow Statements .....	25
Section 5.9.	Certain Conditions of Issuance of the Series 202[5][6] [ ] Bonds .....	25
Section 5.10.	Sale of Series 202[5][6] [ ] Bonds .....	26
Section 5.11.	Execution in Several Counterparts .....	26
Section 5.12.	Certain Duties of the Department .....	26
Section 5.13.	No Recourse on Series 202[5][6] [ ] Bonds.....	26
Section 5.14.	Protection of Trust Estate .....	26
Section 5.15.	Continuing Disclosure Relating to Other Obligated Persons .....	27
Section 5.16.	Agreement Regarding Assumption of Certain Home Loans .....	27
Section 5.17.	Responsibilities of Trustee .....	27
Section 5.18.	Verifications of Statutory Representations and Covenants .....	27
Section 5.19.	Instructions via Electronic Means .....	28
Section 5.20.	Letter of Instruction; Written Instructions .....	29

Exhibit A – Form of Bond.....	A-1
-------------------------------	-----

Exhibit B – [[ ] TRANSFERRED MORTGAGE CERTIFICATES] .....	B-1
---	-----

**[NUMBER] SUPPLEMENTAL RESIDENTIAL MORTGAGE  
REVENUE BOND TRUST INDENTURE**

THIS [NUMBER] SUPPLEMENTAL RESIDENTIAL MORTGAGE REVENUE BOND TRUST INDENTURE, dated as of [DOC DATE] (together with any amendments hereto, this “202[5][6] [ ] Series Supplement”), is made by and between the TEXAS DEPARTMENT OF HOUSING AND COMMUNITY AFFAIRS, a public and official agency of the State of Texas (together with any successor to its rights, duties, and obligations hereunder, the “Department”), and THE BANK OF NEW YORK MELLON TRUST COMPANY, N.A., a national banking association, as trustee (as successor trustee to MTrust Corp, and together with any successor trustee hereunder, the “Trustee”).

**RECITALS**

WHEREAS, the Department and the Trustee have heretofore executed and delivered that certain Amended and Restated Residential Mortgage Revenue Bond Trust Indenture dated as of July 1, 2019, as amended and supplemented from time to time (the “Indenture”), providing for the issuance from time to time by the Department of one or more series of its Residential Mortgage Revenue Bonds (collectively, the “Bonds”); and

WHEREAS, the Department has been created and organized pursuant to and in accordance with the provisions of Chapter 2306, Texas Government Code, as such may be amended from time to time (together with other laws of the State of Texas (the “State”) applicable to the Department, the “Act”), for the purpose, among others, of providing a means of financing the costs of residential ownership, development and rehabilitation that will provide safe and sanitary housing for persons and families of low and very low income and families of moderate income (as described in the Act and as determined by the Governing Board of the Department from time to time) at prices they can afford; and

[WHEREAS, the Act authorizes the Department: (i) to make and acquire, and to enter into advance commitments to make and acquire, mortgage loans (including participations therein) secured by mortgages on residential housing in the State; (ii) to issue its bonds for the purpose of obtaining funds to make and acquire such mortgage loans or participations therein, to establish necessary reserve funds and to pay administrative and other costs incurred in connection with the issuance of such bonds; and (iii) to pledge all or any part of the revenues, receipts or resources of the Department, including the revenues and receipts to be received by the Department from such mortgage loans or participations therein, and to mortgage, pledge or grant security interests in such mortgages, mortgage loans or participations therein or other property of the Department, to secure the payment of the principal or redemption price of and interest on such bonds; and]

[WHEREAS, the Department is authorized under the Act and Chapter 1207, Texas Government Code, as amended, to issue bonds to refund its outstanding obligations and is authorized under the Indenture to issue bonds to refund Bonds issued under the Indenture; and

WHEREAS, Section 1207.002, Texas Government Code, as amended, authorizes the Department to issue refunding bonds to refund all or any part of the Department’s outstanding bonds, notes or other general or special obligations; and]

WHEREAS, Section 1002 of the Indenture authorizes the Department and the Trustee to execute and deliver a supplemental indenture, authorizing Bonds of a Series to include any other matters and things relative to such Bonds which are not inconsistent with or contrary to the Indenture, to add to the covenants of the Department, and to pledge other moneys, securities or funds as part of the Trust Estate; and

WHEREAS, pursuant to the Act and Chapter 1371, Texas Government Code, as amended (“Chapter 1371”),] the Department has determined to issue its Residential Mortgage Revenue [Refunding] Bonds, Series 202[5][6] [ ] in an aggregate principal amount of \$[PRINCIPAL] (the “Series 202[5][6] [ ] Bonds”) pursuant to the Indenture and this 202[5][6] [ ] Series Supplement [(i) to obtain funds to acquire 202[5][6] [ ] Mortgage Certificates backed by Mortgage Loans secured by mortgages on residential housing in the State owned and occupied by persons and families of low and very low income and families of moderate income, to provide down payment and closing cost assistance

with respect to Assisted Mortgage Loans (as hereinafter defined), to pay lender compensation related to the 202[5][6] [ ] Mortgage Loans, [to repay and/or refund Repaid FHLB Advances (as hereinafter defined)]; [(ii) to make deposits in amounts, if any, required by the Indenture to be paid into one or more Funds from the proceeds of the Series 202[5][6] [ ] Bonds;] and (iii) to pay a portion of Costs of Issuance][to refund its Outstanding Residential Mortgage Revenue Bonds, Series [ ] (collectively, ]the “Refunded Bonds”)] all under and in accordance with the Constitution and the laws of the State; and

[WHEREAS, concurrently with the execution of this 202[5][6] [ ] Series Supplement, the Department and the Trustee are also entering into that certain [NUMBER] Supplemental Residential Mortgage Revenue Bond Trust Indenture of even date herewith (together with any amendments thereto, the “202[5][6] [ ] Series Supplement”) by and between the Department and the Trustee, pursuant to which the Department intends to issue its Residential Mortgage Revenue [Refunding] Bonds, [Taxable] Series 202[5][6] [ ] (the “Series 202[5][6] [ ] Bonds”, and together with the Series 202[5][6] [ ] Bonds, the “Series 202[5][6][ ] Bonds”) for the purposes described in the 202[5][6] [ ] Series Supplement; and]

WHEREAS, the execution and delivery of this 202[5][6] [ ] Series Supplement and the issuance of the Series 202[5][6] [ ] Bonds have been in all respects duly and validly authorized by a written resolution of the Governing Board of the Department; and

WHEREAS, the Trustee has accepted the trusts created by the Indenture and this 202[5][6] [ ] Series Supplement and in evidence thereof has joined in the execution and delivery hereof; and

WHEREAS, except as provided herein, all acts and conditions and things required by the Constitution and laws of the State to happen, exist and be performed precedent to execution and delivery of this 202[5][6] [ ] Series Supplement have happened, exist and have been performed as so required in order to make the Indenture, as supplemented by this 202[5][6] [ ] Series Supplement, a valid, binding and legal instrument for the security of the Series 202[5][6] [ ] Bonds and a valid and binding agreement in accordance with its terms;

NOW, THEREFORE, in consideration of the premises, the acceptance by the Trustee of the trusts hereby created, the purchase and acceptance of the Series 202[5][6] [ ] Bonds by the holders thereof from time to time, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, and for the further purpose of fixing and declaring the terms and conditions upon which the Series 202[5][6] [ ] Bonds are to be issued, authenticated, delivered and accepted by the holders thereof from time to time, the Department and the Trustee do hereby mutually covenant and agree, for the equal and proportionate benefit of the respective holders from time to time of the Bonds, including the Series 202[5][6] [ ] Bonds, as follows:

## ARTICLE I

### DEFINITIONS, STATUTORY AUTHORITY AND PLEDGE OF SECURITY

Section 1.1. Supplemental Indenture. This 202[5][6] [ ] Series Supplement is supplemental to, and is adopted in accordance with, Article III and Article X of the Indenture.

Section 1.2. Definitions.

1. Unless defined in subsection (2) of this Section 1.2 or unless the context shall require otherwise, all defined terms contained in the Indenture shall have the same meanings in this 202[5][6] [ ] Series Supplement (other than in the form of Series 202[5][6] [ ] Bond set forth in Exhibit A hereto) as such defined terms are given in Section 101 of the Indenture.

2. As used in this 202[5][6] [ ] Series Supplement (other than in the form of Series 202[5][6] [ ] Bond set forth in Exhibit A hereto), unless the context shall otherwise require, the following terms shall have the following respective meanings:

“Account” or “Accounts” shall mean any one or more, as the case may be, of the separate special trust accounts pertaining to the Series 202[5][6] [ ] Bonds created and established in Section 2.9 of this 202[5][6] [ ] Series Supplement.

“Advances” means advances made to the Department by the Federal Home Loan Bank pursuant to the FHLB Agreement.

“Assisted Mortgage Loans” shall mean 202[5][6] [ ] Mortgage Loans that include a related DPA Loan to provide down payment and closing cost assistance.

“Authorized Denominations” shall mean \$[5,000] principal amount or any integral multiples thereof.

“Authorized Representative of the Department” shall mean the [Chair or Vice Chair of the Board of the Department, the Executive Director of the Department, the Director of Administration of the Department, the Director of Financial Administration of the Department, the Deputy Executive Director of Housing Finance of the Department, and the Secretary or any Assistant Secretary to the Board] or any officer or employee of the Department authorized to perform specific acts or duties by resolution duly adopted by the Board and as evidenced by a written certificate delivered to the Trustee containing the specimen signature of such person.

“Board” shall mean the Governing Board of the Department.

“Bond Counsel” shall mean a firm or firms of attorneys selected by the Department, and acceptable to the Trustee, experienced in the field of housing revenue bonds the interest on which is excludable from gross income for federal income tax purposes, and whose legal opinion on such bonds is acceptable in national bond markets.

“Bond Depository” shall mean The Depository Trust Company, New York, New York, a limited purpose trust company organized under the laws of the State of New York, and any successor Bond Depository appointed pursuant to Section 913 of the Indenture and Section 2.6 hereof.

“Business Day” shall mean any day other than a (i) Saturday or Sunday, (ii) day on which banking institutions in New York, New York, the State, or the city in which the payment office of the Paying Agent is located are authorized or obligated by law or executive order to be closed for business, or (iii) day on which the New York Stock Exchange is closed.

“Certificate Accrued Interest” shall mean the amount of interest received in the month following the month of the purchase of a 202[5][6] [ ] Mortgage Certificate by the Trustee which represents the number of days of interest on such 202[5][6] [ ] Mortgage Certificate at the applicable Pass-Through Rate from the first day of the month of purchase to, but not including, the Certificate Purchase Date.

“Certificate Purchase Date” shall mean, with respect to a 202[5][6] [ ] Mortgage Certificate, the date of purchase thereof by the Trustee on behalf of the Department in accordance with the Servicing Agreement.

“Certificate Purchase Period” shall mean the period from the Issuance Date to and including [ ], but which may be extended to a date no later than [ ], in accordance with Section 5.2 of this 202[5][6] [ ] Series Supplement.

“Chapter 1371” has the meaning given to such term in the recitals hereto.

“Code” shall mean the Internal Revenue Code of 1986, as amended, and, with respect to a specific section thereof, such reference shall be deemed to include (a) the Regulations promulgated under such section, (b) any successor provision of similar import hereafter enacted, (c) any corresponding provision of any subsequent Internal Revenue Code and (d) the regulations promulgated under the provisions described in clauses (b) and (c).

“Compliance Agent” shall mean Hilltop Securities Inc., and its successors and assigns.



“Compliance Agreement” shall mean the Program Administration Agreement dated as of May 24, 2023, by and between the Department and the Compliance Agent, together with any amendments thereto.

“Comptroller” means the Comptroller of Public Accounts of the State of Texas.

“Computation Date” shall mean each Installment Computation Date and the Final Computation Date.

“Contract for Deed Exception” shall mean the exception from certain Mortgage Loan eligibility requirements available with respect to a Borrower possessing land under a contract for deed, as provided in Section 143(i)(1)(C) of the Code.

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

“Counsel’s Opinion” shall mean a written opinion signed by an attorney or firm of attorneys of nationally recognized standing in the field of law relating to municipal bonds (who may also be counsel to the Department) selected by the Department and satisfactory to the Trustee.

“Depository” shall mean the Texas Treasury Safekeeping Trust Company, acting in accordance with the Depository Agreement, and any bank or trust company appointed pursuant to Section 914 of the Indenture and Section 5.7 hereof to act as depository of certain moneys and investments.

“Depository Agreement” shall mean that certain [ ] Supplement to Amended and Restated Depository Agreement dated as of the date hereof, by and among the Department, the Trustee and the Depository relating to the Series 202[5][6] [ ] Bonds, together with any amendments or supplements thereto.

“Depository Participant” shall mean a broker, dealer, bank, other financial institution or any other Person for whom from time to time a Bond Depository effects book-entry transfers and pledges of securities deposited with such Bond Depository.

“DPA Loan” means a subordinated, no stated interest loan for down payment and closing costs made to a mortgagor under the Program in an amount as identified in the commitment lot notice applicable to a 202[5][6] [ ] Mortgage Loan, subject to adjustment from time to time at the direction of the Department. DPA Loans are due on sale, refinance, or repayment of the first mortgage and have a thirty year term. DPA Loans are not considered Mortgage Loans.

“Favorable Opinion of Bond Counsel” shall mean, with respect to any action, or omission of an action, the taking or omission of which requires such an opinion, an unqualified written opinion of Bond Counsel to the effect that, under existing law, such action or omission does not adversely affect the excludability of interest payable on the Series 202[5][6] [ ] Bonds from gross income for federal income tax purposes (subject to the inclusion of any exceptions contained in the opinion of Bond Counsel delivered upon original issuance of the Series 202[5][6] [ ] Bonds or other customary exceptions acceptable to the recipient thereof).

“FHLB Agreement” means the Advances and Security Agreement, dated November 1, 2016, by and between the Department and the Federal Home Loan Bank of Dallas, as amended, and the side letters executed pursuant thereto.

“Final Computation Date” shall mean the date on which final payment in full of the Series 202[5][6] [ ] Bonds is made.

“Ginnie Mae” shall mean the Government National Mortgage Association, a wholly-owned corporate instrumentality of the United States of America within the Department of Housing and Urban Development, whose powers are prescribed generally by Title III of the National Housing Act of 1934, as amended (12 U.S.C. § 1716 et seq.), and any successor thereto.

“Ginnie Mae Certificate” shall mean a fully-modified, mortgage-backed, pass-through security issued by the Servicer in accordance with the applicable Ginnie Mae Guide bearing interest at the applicable Pass-Through Rate and representing the beneficial ownership interest in a Ginnie Mae pool, registered in the name of the Trustee and guaranteed as to timely payment of principal and interest by Ginnie Mae pursuant to Section 306(g) of Title III of the National Housing Act of 1934 and regulations promulgated thereunder backed by Mortgage Loans originated by Mortgage Lenders under the Program and packaged by the Servicer into a Ginnie Mae pool.

“Ginnie Mae Certificate Purchase Price” shall mean, with respect to the Program and the purchase of any Ginnie Mae Certificate thereunder by the Trustee on any Certificate Purchase Date, the total of 100% of the principal balance of the 202[5][6] [ ] Mortgage Loans in the applicable Mortgage Pool on record with Ginnie Mae (subject to adjustment upon written notice from the Department) on the first day of the month in which the subject Certificate Purchase Date occurs, but shall not include any Certificate Accrued Interest thereon.

“Ginnie Mae Guaranty Agreement” shall mean, with respect to the Program, the Commitment to Guarantee Mortgage-Backed Securities (Form HUD-11704) (whether one or more) issued by Ginnie Mae to the Servicer, together with any amendments or supplements thereto or extensions thereof.

“Gross Proceeds” shall mean any Proceeds and any Replacement Proceeds.

“Indenture” shall mean the Amended and Restated Residential Mortgage Revenue Bond Trust Indenture dated as of July 1, 2019, between the Department and the Trustee, as supplemented and amended from time to time.

“Initial Bond” means the Series 202[5][6] [ ] Bond approved by the Attorney General of the State of Texas and registered by the Comptroller.

“Installment Computation Date” shall mean the last day of the fifth Tax Bond Year and each succeeding fifth Tax Bond Year.

[NEW MONEY]“Interest Payment Date” shall mean, with respect to the Series 202[5][6] [ ] Bonds, each July 1 and January 1, commencing [INITIAL INTEREST DATE], and any other date on which the Series 202[5][6] [ ] Bonds are subject to redemption.

[REFUNDING]“Interest Payment Date” shall mean, with respect to the Series 202[5][6] [ ] Bonds, the first day of each month, commencing [INITIAL INTEREST DATE], and any other date on which the Series 202[5][6] [ ] Bonds are subject to redemption.

“Investment Proceeds” has the meaning set forth in Section 1.148-1(b) of the Regulations and, generally, consist of any amounts actually or constructively received from investing Proceeds.

“Issuance Date” shall mean [CLOSING DATE], the date of initial issuance and delivery of the Series 202[5][6] [ ] Bonds to the Underwriters, as initial purchasers thereof, in exchange for payment of the purchase price of the Series 202[5][6] [ ] Bonds.

“Letter of Instructions” shall mean, with respect to the Series 202[5][6] [ ] Bonds, a written directive and authorization to the Trustee or any Depository specifying the period of time for which such directive and authorization shall remain in effect, executed by two Authorized Representatives of the Department.

“Letter of Representations” shall mean that certain DTC Blanket Issuer Letter of Representations executed by the Department and the Bond Depository.

[NEW MONEY]“Mortgage Loan Principal Payment” shall mean, with respect to any 202[5][6] [ ] Mortgage Loan, all amounts representing (i) scheduled payments of principal thereof and (ii) Mortgage Loan Principal Prepayments other than portions, if any, of Mortgage Loan Principal Prepayments representing any penalty, fee, premium or other additional charge for the prepayment of principal which may be paid pursuant to the terms of such 202[5][6] [ ] Mortgage Loan.

[REFUNDING]“Mortgage Loan Principal Payments” shall mean all Mortgage Loan Principal Prepayments and all regularly scheduled payments of principal with respect to all Mortgage Loans included in the [ ] Transferred Mortgage Certificates.

“Mortgage Origination Agreement” shall mean the Master Mortgage Origination Agreement by and between the Department and a Mortgage Lender, together with any amendments thereto.

“Mortgage Pool” shall have the meaning assigned to the term “Pool” in the Servicing Agreement.

“Net Proceeds” means Sale Proceeds, less the portion of any Sale Proceeds invested in a reasonably required reserve or replacement fund.

“Nonpurpose Investment” shall mean any “investment property,” as defined in Section 148(b) of the Code, that is not a purpose investment acquired to carry out the governmental purpose of the Series 202[5][6] [ ] Bonds.

“Optional Redemption Date” shall mean [OPTIONAL REDEMPTION DATE].

“Other Obligated Person” shall mean a Person that is a mortgagor with respect to at least 20% in aggregate principal amount of the Mortgage Loans held under the Indenture.

“Pass-Through Rate” shall mean the interest rate accruing each month on a 202[5][6] [ ] Mortgage Certificate, which will equal the mortgage rate of the 202[5][6] [ ] Mortgage Loans backing the 202[5][6] [ ] Mortgage Certificate less servicing and guaranty fees, which fees are retained by the Servicer.

“Paying Agent” shall mean the Trustee.

“Pricing Certificate” means the certificate dated [ ], setting forth the final terms for the Series 202[5][6] [ ] Bonds, executed by an Authorized Representative in accordance with the Resolution.

“Proceeds” shall mean any Sale Proceeds, Investment Proceeds and Transferred Proceeds.

“Program” shall mean the Department’s Single Family Mortgage Purchase Program as set forth and implemented through the Program Agreement.

“Program Agreement” shall mean, collectively, the Mortgage Origination Agreement, the Servicing Agreement, the Compliance Agreement and the Program Guidelines.

“Program Guidelines” shall mean the Program Guidelines for Texas Department of Housing and Community Affairs effective February 21, 2025, relating to specific provisions of the Program, as amended from time to time.

“Purchase Agreement” shall mean the Bond Purchase Agreement dated [PRICING DATE], between the Department and the Underwriters providing for the purchase of the Series 202[5][6] [ ] Bonds by the Underwriters, as amended or supplemented from time to time.

“Rating Agency” shall mean: (i) S&P Global Ratings, a division of S&P Global Inc., and any successor thereto; and (ii) Moody’s Investors Service, Inc. and any successor thereto to the extent either agency then has a rating on the Bonds in effect at the request of the Department.

“Rebate Amount” has the meaning set forth in Section 1.148-3(b) of the Regulations and generally means the excess, as of any date, of the future value of all receipts on Nonpurpose Investments over the future value of all payments on Nonpurpose Investments, all as determined in accordance with Section 1.148-3 of the Regulations.

“Rebate Analyst” shall mean a person that is (a) qualified and experienced in the calculation of rebate payments under Section 148 of the Code, (b) chosen by the Department, and (c) engaged for the purpose of determining the Rebate Amount and the amount of required deposits, if any, to the Rebate Fund.

“Record Date” shall mean the close of business on the 15th day of the month (whether or not a Business Day) immediately preceding an Interest Payment Date.

“Redemption Price” shall mean, with respect to any Series 202[5][6] [ ] Bond, the principal amount thereof, plus the applicable premium, if any, payable upon redemption thereof pursuant to such Series 202[5][6] [ ] Bond or the Indentures.

“Refunded Bonds” shall mean all of the Department’s Outstanding Residential Mortgage Revenue Bonds, Series [ ].

“Regulations” means the applicable proposed, temporary or final Treasury Regulations promulgated under the Code or, to the extent applicable to the Code, under the Internal Revenue Code of 1954, as such regulations may be amended or supplemented from time to time.

“Repaid FHLB Advances” means the particular Advances specified in the Pricing Certificate.

“Replacement Proceeds” has the meaning set forth in Section 1.148-1(c) of the Regulations and, generally, consist of amounts that have a sufficiently direct nexus to an issue of obligations or the governmental purpose of an issue of obligations to conclude that the amounts would have been used for that governmental purpose if the Proceeds were not used or to be used for that governmental purpose.

“Representative” shall mean [REPRESENTATIVE].

“Resolution” means Resolution No. [ ] authorizing the Bonds, as the same may be amended from time to time in accordance with the terms thereof.

“Revenues” shall mean in addition to those items defined as such in the Indenture, all amounts paid or required to be paid from time to time on the 202[5][6] [ ] Mortgage Certificates, including any payments received from Ginnie Mae pursuant to the Ginnie Mae Certificates, all Mortgage Loan Principal Payments representing the same, all prepayment premiums or penalties received by or on behalf of the Department in respect of the 202[5][6] [ ] Mortgage Certificates and all other net proceeds of such 202[5][6] [ ] Mortgage Certificates.

“RHS” shall mean the United States Department of Agriculture, Rural Housing Service, formerly known as Farmers Home Administration, or any successor thereto.

“Sale Proceeds” has the meaning set forth in Section 1.148-1(b) of the Regulations and, generally, consist of any amounts actually or constructively received from the sale (or other disposition) of any obligation, including amounts used to pay underwriters’ discount or compensation and accrued interest other than pre-issuance accrued interest. Sale Proceeds also include amounts derived from the sale of a right that is associated with any obligation and that is described in Section 1.148-4(b)(4) of the Regulations.

“Series 202[5][6] [ ] Bonds” has the meaning given to such term in the recitals hereto.

“Series 202[5][6] [ ] Supplement” has the meaning given to such term in the first paragraph hereof.

“Servicer” shall mean (i) TMS, or any successor thereto as servicer for the Program, including any designee to act as subservicer on its behalf; and (ii) any additional servicer for the Program as selected by the Department.

“Servicing Agreement” shall mean (i) with respect to TMS, the Servicing Agreement dated as of December 30, 2024, by and between the Department and TMS; and (ii) with respect to any additional servicer, the servicing agreement executed by the Department and such servicer, in any case together with any amendments thereto.

“Sinking Fund Installment” means the principal amount of the Series 202[5][6] [ ] Bonds subject to scheduled mandatory redemption on the respective redemption dates set forth in Section 2.7.4 hereof.

“State” shall mean the State of Texas.

“Subaccount” or “Subaccounts” shall mean any one or more, as the case may be, of the special subaccounts pertaining to the Series 202[5][6] [ ] Bonds created in certain Accounts pursuant to Section 2.9 hereof.

“Tax Bond Year” shall mean each one-year period that ends at the close of business on the day selected by the Department. The first and last Tax Bond Years may be short periods. If no day is selected by the Department before the earlier of the date the last Series 202[5][6] [ ] Bond is discharged or the date that is five years after the Issuance Date, Tax Bond Years end on each anniversary of the Issuance Date and on the date the last Series 202[5][6] [ ] Bond is discharged.

“TMS” shall mean The Money Source, Inc., a licensed lender and loan servicer.

“Transferred Proceeds” shall mean the amounts described in Section 1.148-9 of the Regulations.

“202[5][6] [ ] Administrative Subaccount” shall mean the 202[5][6] [ ] Administrative Subaccount established within the 202[5][6] [ ] Mortgage Loan Account pursuant to Section 2.9(1)(c)(2) hereof.

“202[5][6] [ ] Bond Proceeds Fund” shall mean the 202[5][6] [ ] Bond Proceeds Fund established pursuant to Section 2.9(1)(a) hereof.

“202[5][6] [ ] Capitalized Interest Subaccount” shall mean the 202[5][6] [ ] Capitalized Interest Subaccount established within the 202[5][6] [ ] Revenue Account pursuant to Section 2.9(1)(d) hereof.

“202[5][6] [ ] Cost of Issuance Account” shall mean the 202[5][6] [ ] Costs of Issuance Account established within the Cost of Issuance Fund pursuant to Section 2.9 hereof.

“202[5][6] [ ] Down Payment Assistance Subaccount” shall mean the 202[5][6] [ ] Down Payment Assistance Subaccount established within the 202[5][6] [ ] Mortgage Loan Account pursuant to Section 2.9(1)(c)(1) hereof.

“202[5][6] [ ] Expense Account” shall mean the 202[5][6] [ ] Expense Account established within the Expense Fund pursuant to Section 2.9 hereof.

“202[5][6] [ ] Interest Account” shall mean the 202[5][6] [ ] Interest Account established within the Interest Fund pursuant to Section 2.9 hereof.

“202[5][6] [ ] Mortgage Certificates” shall mean the proportionate interests in the 202[5][6] [ ] Mortgage Certificates purchased by the Trustee on the Issuance Date and on any future date from amounts on deposit in the 202[5][6] [ ] Mortgage Loan Account.

“202[5][6] [ ] Mortgage Loan Account” shall mean the 202[5][6] [ ] Mortgage Loan Account established within the Mortgage Loan Fund pursuant to Section 2.9 hereof.

“202[5][6] [ ] Mortgage Loans” shall mean the Mortgage Loans included in each Mortgage Pool represented by a 202[5][6] [ ] Mortgage Certificate.

“202[5][6] [ ] Principal Account” shall mean the 202[5][6] [ ] Principal Account established within the Principal Fund pursuant to Section 2.9 hereof.

“202[5][6] [ ] Rebate Fund” shall mean the 202[5][6] [ ] Rebate Fund established pursuant to Section 2.9(1)(b) hereof.

“202[5][6] [ ] Residual Revenues Account” shall mean the 202[5][6] [ ] Residual Revenues Account established within the Residual Revenues Fund pursuant to Section 2.9 hereof.

“202[5][6] [ ] Revenue Account” shall mean the 202[5][6] [ ] Revenue Account established within the Revenue Fund pursuant to Section 2.9 hereof.

“202[5][6] [ ] Special Redemption Account” shall mean the 202[5][6] [ ] Special Redemption Account established within the Special Redemption Fund established to Section 2.9 hereof.

“202[5][6] [ ][ ] Mortgage Certificates” shall mean Ginnie Mae Certificates that evidence beneficial ownership of and a participation in a Mortgage Pool, that satisfy the requirements of Section 2.15 hereof and the 202[5][6] [ ] Series Supplement and are pledged by the Department to the Trustee pursuant to the Indenture, this 202[5][6] [ ] Series Supplement and the 202[5][6] [ ] Series Supplement, as described in any Letter of Instructions to the Trustee described in Section 2.15(2) hereof and the 202[5][6] [ ] Series Supplement.

“[ ] Transferred Mortgage Certificates” shall mean the Mortgage Certificates allocated to the [ ] Mortgage Loan Account as described in Exhibit B hereto.

“Underwriters” shall mean the Representative and the other underwriters named on the schedule attached to the Purchase Agreement.

“Yield” shall mean (i) with respect to the Series 202[5][6] [ ] Bonds, yield as determined in accordance with Section 143(g)(2)(C) of the Code and (ii) with respect to the 202[5][6] [ ] Mortgage Loans, the effective rate of mortgage interest as determined in accordance with Section 143(g)(2)(B) of the Code.

Section 1.3. Authority for This 202[5][6] [ ] Series Supplement. This 202[5][6] [ ] Series Supplement is adopted pursuant to the provisions of the Act and the Indenture, particularly Section 1002(1) thereof.

Section 1.4. Rules of Construction.

1. For all purposes of this 202[5][6] [ ] Series Supplement unless the context requires otherwise, all references to designated Articles, Sections and other subdivisions are to the articles, sections and other subdivisions of this 202[5][6] [ ] Series Supplement.

2. Except where the context otherwise requires, terms defined in this 202[5][6] [ ] Series Supplement to impart the singular number shall be considered to include the plural number and vice versa.

3. Unless the context requires otherwise, words of the masculine gender shall be construed to include correlative words of the feminine and neuter genders and vice versa.

4. This 202[5][6] [ ] Series Supplement and all the terms and provisions hereof shall be liberally construed to effectuate the purposes set forth herein and to sustain the validity of this 202[5][6] [ ] Series Supplement and the Indenture which it supplements.

Section 1.5. Interpretation. The Table of Contents, titles and headings of the Articles and Sections of this 202[5][6] [ ] Series Supplement have been inserted for convenience of reference only and are not to be considered a part hereof and shall not in any way modify or restrict the terms of provisions hereof.

Section 1.6. Effect of Headings and Table of Contents. The Article and Section headings herein and the Table of Contents are for convenience only and shall not affect the construction hereof.

Section 1.7. Indenture to Remain in Force. Except as amended by this 202[5][6] [ ] Series Supplement, the Indenture shall remain in full force and effect as to the matters covered therein.

Section 1.8. Successors and Assigns. All covenants and agreements in this 202[5][6] [ ] Series Supplement by the Department and the Trustee shall bind their respective successors and assigns, whether so expressed or not.

Section 1.9. Separability Clause. In case any provision in this 202[5][6] [ ] Series Supplement shall be invalid, illegal or unenforceable, the validity, legality and enforceability of the remaining provisions shall not in any way be affected or impaired thereby.

Section 1.10. Benefits of this 202[5][6] [ ] Series Supplement. Nothing in this 202[5][6] [ ] Series Supplement or in the Bonds, express or implied, shall give to any Person, other than the parties hereto, their successors hereunder, and the Holders of Bonds any benefit or any legal or equitable right, remedy or claim under this 202[5][6] [ ] Series Supplement.

Section 1.11. Governing Law. This 202[5][6] [ ] Series Supplement shall be construed in accordance with and governed by the laws of the State.

Section 1.12. Miscellaneous. Every “request,” “order,” “demand,” “application,” “notice,” “statement,” “certificate,” “consent,” “instruction,” or similar action hereunder shall, unless the form thereof is specifically provided herein, be in writing, and in the case of the Department signed by an Authorized Representative of the Department or in the case of any other Person signed by its President or Vice President, or other officer serving in similar capacities specifically authorized to execute such writing on behalf of any other Person, as the case may be.

Section 1.13. Granting Clause. In order to secure the payment of the principal of, premium, if any, and interest on the Bonds as the same become due and payable, whether at maturity or by prior redemption, and the performance and observance of all of the covenants and conditions herein contained, and in consideration of the premises, the acceptance by the Trustee of the trust hereby created, the purchase and acceptance of the Bonds by the holders thereof and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Department does hereby GRANT, BARGAIN, CONVEY, ASSIGN, MORTGAGE, and PLEDGE to the Trustee and its successors in trust hereunder all rights, title and interest of the Department now owned or hereafter acquired in and to the DPA Loans and the 202[5][6] [ ] Mortgage Certificates, all amounts that may be received with respect to the DPA Loans and the 202[5][6] [ ] Mortgage Certificates and the Ginnie Mae Guaranty Agreement, any right of the Department under any Ginnie Mae Guaranty Agreement with respect to the 202[5][6] [ ] Mortgage Certificates held under the Indenture, including any amendments, extensions, or renewals of the terms thereof, including, without limitation, all present and future rights of the Department to make claim for, collect and receive any income, revenues, issues, profits, insurance proceeds and other sums of money payable to the account of or receivable by the Department under the DPA Loans and the 202[5][6] [ ] Mortgage Certificates, to bring actions and proceedings under the DPA Loans and the 202[5][6] [ ] Mortgage Certificates, or for the enforcement thereof, and to do any and all things which the Department is or may become entitled to do under the 202[5][6] [ ] Mortgage Certificates, and the holders of the Bonds are by such pledge and assignment afforded a beneficial interest in such DPA Loans and the 202[5][6] [ ] Mortgage Certificates.

## ARTICLE II

### AUTHORIZATION AND TERMS OF SERIES 202[5][6] [ ] BONDS

Section 2.1. Authorization, Original Principal Amount, Designation, and Series. In accordance with and subject to the terms, conditions, and limitations established in the Indenture and this 202[5][6] [ ] Series Supplement, a Series of Bonds is hereby authorized to be issued in the original aggregate principal amount of \$[PRINCIPAL]. Each Bond of this Series of Bonds shall be entitled “Texas Department of Housing and Community Affairs Residential

Mortgage Revenue Bond, Series 202[5][6] [ ].” The terms of the Series 202[5][6] [ ] Bonds shall be as set forth in Article III of the Indenture and this Article II.

Section 2.2. Purposes. The Series 202[5][6] [ ] Bonds are issued in accordance with subsection 1(3)(b) of Section 302 of the Indenture for the purpose of [(i) acquiring Mortgage Loans or participations therein, through the purchase of 202[5][6] [ ] Mortgage Certificates, including funding loans for down payment and closing cost assistance with respect to Assisted Mortgage Loans and paying lender compensation related to the 202[5][6] [ ] Mortgage Loans[, repaying and/or refunding the Repaid FHLB Advances, thereby making funds available to acquire Mortgage Loans, or participations therein, through the purchase of the 202[5][6] [ ] Mortgage Certificates]; [(ii) the making of deposits in amounts, if any, required by the Indenture to be paid into one or more Funds from the proceeds of the Series 202[5][6] [ ] Bonds;] and (iii) the payment of Costs of Issuance][refunding the Refunded Bonds.]

Section 2.3. Registered Bonds Only, Dates, Denominations, Numbers, and Letters.

1. The Series 202[5][6] [ ] Bonds shall be issuable only in the form of fully registered bonds without coupons and may not be exchanged into coupon bonds. The Initial Bond shall be registered to the Representative.

2. The Series 202[5][6] [ ] Bonds shall be dated as of the date of authentication thereof by the Trustee, unless such date of authentication shall be an Interest Payment Date, in which case they shall be dated as of such Interest Payment Date; provided, however, that if the date of authentication shall be prior to the first Interest Payment Date or in the case of the Initial Bond, the Series 202[5][6] [ ] Bonds shall be dated as of the Issuance Date.

3. The Series 202[5][6] [ ] Bonds shall be issued in the Authorized Denominations.

4. Unless the Department shall direct otherwise, each Series 202[5][6] [ ] Bond within a maturity of the Series 202[5][6] [ ] Bonds shall be lettered and numbered separately from 00001 upward prefixed by the letters R, the letters Ja or Ju depending on whether the maturity is January or July, and the last two digits of the year of maturity, provided that the Initial Bond shall be numbered TR-1.

Section 2.4. Interest Payment Dates, Interest Rates and Maturities of the Series 202[5][6] [ ] Bonds. The Series 202[5][6] [ ] Bonds shall bear interest from the date thereof until maturity or prior redemption at the respective rates per annum set forth below. Interest on the Series 202[5][6] [ ] Bonds shall be calculated on the basis of a 360-day year composed of twelve 30-day months, payable on each Interest Payment Date until maturity or prior redemption. The Series 202[5][6] [ ] Bonds shall mature and become payable on the dates and in the respective principal amounts set forth below, subject to prior redemption in accordance with Section 2.7 hereof and Article IV of the Indenture:

Maturity Date

Principal Amount (\$)

Interest Rate

[INSERT VARIABLE RATE PROVISIONS, AS APPLICABLE]

Section 2.5. Paying Agent, Method and Place of Payment.

1. The Trustee is hereby appointed as Paying Agent for the Series 202[5][6] [ ] Bonds and the Trustee hereby accepts such appointment. The principal amount and Redemption Price of the Series 202[5][6] [ ] Bonds shall be payable upon the presentation and surrender thereof, as the same respectively become due and payable, at the applicable office of the Trustee. For purposes of this Section, “applicable office” shall mean the Trustee’s office presently located in Houston, Texas (or such other office designated by the Trustee) which will be utilized to perform payments and transfers with respect to the Bonds. The interest on each Series 202[5][6] [ ] Bond shall be payable by check mailed on the Interest Payment Date to the Person in whose name such Series 202[5][6] [ ] Bond is registered at the close of business on the Record Date immediately preceding the applicable Interest Payment Date, at the address of such Person as shown on the Bond registration books kept by the Trustee. The principal amount or Redemption Price of and interest on the Series 202[5][6] [ ] Bonds shall also be payable at any other place that may



be provided for such payment by the appointment of any other Paying Agent for the Series 202[5][6] [ ] Bonds as permitted by the Indenture.

2. Notwithstanding the foregoing, for so long as the Bond Depository is the exclusive Holder of the Series 202[5][6] [ ] Bonds and for Holders of not less than \$1,000,000 in aggregate principal amount of the Series 202[5][6] [ ] Bonds, and except for the final payment of principal of the Series 202[5][6] [ ] Bonds at maturity, the principal amount, Redemption Price thereof and the interest thereon shall be payable by wire transfer in immediately available federal funds to the Bond Depository or such Holders to an account in the continental United States without the necessity of any immediate presentation and surrender of Series 202[5][6] [ ] Bonds pursuant to written instructions from the Holder, or the Letter of Representations, as the case may be.

#### Section 2.6. Bond Depository: Book-Entry System.

1. Pursuant to Section 913 of the Indenture, the Department hereby appoints The Depository Trust Company, New York, New York, as Bond Depository for the Series 202[5][6] [ ] Bonds. In accordance with the Letter of Representations, the Department shall cause the Series 202[5][6] [ ] Bonds (other than the Initial Bond) to be registered in the name of Cede & Co., as nominee for the Bond Depository, and to be delivered on the Issuance Date to the Trustee to be held on behalf of the Bond Depository.

2. With respect to Series 202[5][6] [ ] Bonds registered in the Bond registration books of the Department required to be maintained by the Trustee pursuant to Section 310 of the Indenture in the name of Cede & Co. or any successor Bond Depository, or a nominee therefor, the Department and the Trustee shall have no responsibility or obligation to any Depository Participant or to any Person on behalf of whom such Depository Participant holds an interest in Series 202[5][6] [ ] Bonds. The Department and the Trustee may treat and consider the registered owner of any Series 202[5][6] [ ] Bond as the holder and absolute owner of such Series 202[5][6] [ ] Bond for the purpose of payment of the principal and Redemption Price of and interest with respect to such Series 202[5][6] [ ] Bond, for the purpose of giving notices of redemption and other matters with respect to such Series 202[5][6] [ ] Bond, for the purpose of registering transfers and exchanges with respect to such Series 202[5][6] [ ] Bond, and for all other purposes whatsoever. The Trustee shall pay all the principal amount and Redemption Price of and interest on the Series 202[5][6] [ ] Bonds only to or upon the order of the respective registered owners of the Series 202[5][6] [ ] Bonds and all such payments shall be valid and effective with respect to such payments to the extent of the sum or sums so paid. The Department and the Trustee shall have no responsibility or obligation with respect to (i) the accuracy of the records of The Depository Trust Company, any successor Bond Depository or any Depository Participant with respect to any ownership interest in Series 202[5][6] [ ] Bonds, (ii) the delivery to any Depository Participant or any other Person, other than a registered owner of a Series 202[5][6] [ ] Bond as shown in the Bond registration books required to be kept and maintained pursuant to Section 310 of the Indenture, of any notice with respect to the Series 202[5][6] [ ] Bonds, including any notice of redemption, or (iii) the payment to any Depository Participant or any other Person, other than a registered owner of a Series 202[5][6] [ ] Bond, of any amount with respect to any Series 202[5][6] [ ] Bond. The rights of Depository Participants and Persons on behalf of whom any Depository Participant holds a beneficial interest in Series 202[5][6] [ ] Bonds shall be limited to those established by law and agreements between such Depository Participants and other Persons and the applicable Bond Depository.

3. In the event that either (i) the Bond Depository that is, directly or through a nominee, the registered owner of all of the Outstanding Series 202[5][6] [ ] Bonds notifies the Trustee and the Department that it is no longer willing or able to discharge its responsibilities as a Bond Depository or (ii) the Department determines that continuance of the existing book-entry system for ownership of interests in the Series 202[5][6] [ ] Bonds is not in the best interest of such owners of beneficial interests in the Series 202[5][6] [ ] Bonds, then the Department shall direct the Bond Depository to terminate the existing book-entry system for ownership of interests in the Series 202[5][6] [ ] Bonds. Upon such termination, the Department shall promptly select a substitute Bond Depository (and shall notify the Trustee in writing of such selection) to provide a system of book-entry ownership of beneficial interests in the Series 202[5][6] [ ] Bonds, if one is available satisfactory to the Department, and the ownership of all Series 202[5][6] [ ] Bonds shall be transferred on the Bond registration books required to be kept and maintained pursuant to Section 310 of the Indenture to such successor Bond Depository, or its nominee. In the alternative, the Department may direct the Trustee to, and if the Department fails to promptly designate a successor Bond Depository the Trustee, without further direction, shall, notify the Depository Participants, through the Bond Depository for the Series 202[5][6] [ ] Bonds,

of the availability of Series 202[5][6] [ ] Bonds registered in the names of such Persons as are owners of beneficial interests in the Series 202[5][6] [ ] Bonds and, upon surrender to the Trustee of the Outstanding Series 202[5][6] [ ] Bonds held by the Bond Depository, accompanied by registration instructions from the Bond Depository, the Trustee shall, at the expense of the transferees, cause to be printed and authenticated Series 202[5][6] [ ] Bonds, in Authorized Denominations, to the owners of beneficial interests in the Series 202[5][6] [ ] Bonds as of the date of the termination of the existing book-entry ownership system for the Series 202[5][6] [ ] Bonds. Neither the Department nor the Trustee shall be liable for any delay in delivery of such instructions and may conclusively rely on, and shall be protected in relying upon, such instructions. So long as the Department has designated a Bond Depository to provide a system of book-entry ownership of the Series 202[5][6] [ ] Bonds, all of the Series 202[5][6] [ ] Bonds must be held under such book-entry system. Prior to any transfer of the Series 202[5][6] [ ] Bonds outside the book-entry system (including, but not limited to, any initial transfer outside the book-entry system) the Department, Bond Depository, or the transferor of a Series 202[5][6] [ ] Bond shall provide or cause to be provided to the Trustee all information necessary to allow the Trustee to comply with any applicable tax reporting obligations, including without limitation any cost basis reporting obligations under Internal Revenue Code Section 6045, as amended. The Trustee shall conclusively rely on the information provided to it and shall have no responsibility to verify or ensure the accuracy of such information.

4. Notwithstanding any other provisions in Article II of this 202[5][6] [ ] Series Supplement, the Department and the Trustee may, but shall not be required to, enter into separate agreements with one or more Bond Depositories which may provide for alternative or additional provisions with respect to the delivery of notices, payment of interest and/or principal, or any other matters.

Section 2.7. Redemption Prices and Terms. The Series 202[5][6] [ ] Bonds shall not be subject to redemption prior to maturity except as follows:

[REDEMPTION PROVISIONS TO COME]

Section 2.8. Notice of Redemption; Selection of Series 202[5][6] [ ] Bonds to Be Redeemed.

1. Subject to Section 2.6 hereof, notice of the call for any redemption other than pursuant to Section 2.7.1 hereof, identifying the Series 202[5][6] [ ] Bonds or portions thereof to be redeemed, shall be given by the Trustee as provided in Section 405 of the Indenture. If applicable, such notice shall provide that redemption of the Series 202[5][6] [ ] Bonds is conditioned upon moneys being available for such purpose on the redemption date.

2. Any notice given as provided in this Section shall be conclusively presumed to have been duly given, whether or not the registered owner of such Series 202[5][6] [ ] Bonds receives the notice.

3. Except as specified in Section 2.7.2 and Section 2.7.3 hereof, the Series 202[5][6] [ ] Bonds to be redeemed in part shall be selected as provided in Section 404 of the Indenture. While the Series 202[5][6] [ ] Bonds are held by the Bond Depository, Series 202[5][6] [ ] Bonds shall be selected for redemption as described in Section 2.6 hereof.

Section 2.9. Creation of Additional Funds, Accounts and Subaccounts and Application Thereof.

1. Pursuant to the provisions of subsection 3 of Section 502 of the Indenture, there is established by this Section 2.9 for the Series 202[5][6] [ ] Bonds, an Account in each Fund, except for the Debt Service Reserve Fund and the Mortgage Reserve Fund, established by subsection 1 of Section 502 of the Indenture. Each such Account shall be known and designated as the “202[5][6] [ ] \_\_\_\_\_ Account”, with the blank containing an appropriate reference to the Fund to which such Account relates. In addition, there are hereby established for the Series 202[5][6] [ ] Bonds the following additional Funds, Accounts and Subaccounts:

- (a) a temporary Fund to be known and designated as the 202[5][6] [ ] Bond Proceeds Fund;
- (b) a Fund to be known and designated as the 202[5][6] [ ] Rebate Fund;

(c) within the 202[5][6] [ ] Mortgage Loan Account, a (1) 202[5][6] [ ] Down Payment Assistance Subaccount; and (2) 202[5][6] [ ] Administrative Subaccount; and

(d) within the 202[5][6] [ ] Revenue Account, a 202[5][6] [ ] Capitalized Interest Subaccount.

The Department may also, pursuant to a Letter of Instructions, establish additional Accounts and Subaccounts for such purposes as the Department may determine from time to time.

2. Unless an Event of Default shall have occurred and be continuing, Revenues from the 202[5][6] [ ] Mortgage Certificates or from the investment or reinvestment of moneys on deposit in each Account for the Series 202[5][6] [ ] Bonds shall be kept separate and apart from the Revenues attributable to other Mortgage Certificates or attributable to the investment and reinvestment of the moneys on deposit under the Indenture with respect to any other Series. The Accounts shall be for the equal benefit of the Holders of all of the Bonds. The segregation of the Accounts as required by this Section 2.9 is for the purpose of making the calculations required by Sections 143(g) and 148 of the Code, and is not for the purpose of giving a priority or preference to the Bonds of one Series over that of another Series. Except as provided in this Section, the Revenues and proceeds of a Series shall continue to be used as provided in Article V of the Indenture.

Section 2.10. Initial Deposits and Transfers into Funds, Accounts and Subaccounts. On the Issuance Date, as shall be more fully set forth in a Letter of Instructions, the Trustee shall deposit the proceeds of the Series 202[5][6] [ ] Bonds into the 202[5][6] [ ] Bond Proceeds Fund. There shall be transferred from the 202[5][6] [ ] Bond Proceeds Fund the amounts specified in a Letter of Instructions authorizing the authentication and delivery of the Series 202[5][6] [ ] Bonds, for deposit to the Funds, Accounts and Subaccounts specified therein. After completion of such transfers, the 202[5][6] [ ] Bond Proceeds Fund shall be closed. After payment of all costs, any funds remaining in the 202[5][6] [ ] Cost of Issuance Account shall be transferred to the Residual Revenues Fund pursuant to a Letter of Instructions from the Department.

Section 2.11. Transfer of and Representations and Covenants Relating to [ ] Transferred Mortgage Certificates. All [ ] Transferred Mortgage Certificates are hereby allocated to the [ ] Mortgage Loan Account. The Department represents and covenants that each of the [ ] Transferred Mortgage Certificates is a Mortgage Loan that, at the date of acquisition, met the requirements set forth in Section 705 of the Indenture.

Section 2.12. Form of Series 202[5][6] [ ] Bonds. (a) Each Series 202[5][6] [ ] Bond shall be in substantially the form and tenor of Exhibit A attached hereto, which Exhibit A is incorporated herein as if fully set forth in this 202[5][6] [ ] Series Supplement, with such omissions, insertions, and variations as permitted or required by the Indenture. The registration certificate of the Comptroller of Public Accounts of the State of Texas and the certificate of authentication of the Trustee shall be in the form set forth in Exhibit A. The Department is hereby authorized, in its discretion, to provide for the assignment of CUSIP numbers for the Series 202[5][6] [ ] Bonds and to have such CUSIP numbers printed thereon, and the Department may direct the Trustee to use such CUSIP numbers in notices of redemption, provided that any such notice may state that no representation is made by the Trustee or the Department as to the correctness of such CUSIP number either as printed on the Series 202[5][6] [ ] Bonds or as contained in any notice of redemption. There may be printed on or attached to each Series 202[5][6] [ ] Bond registered in the name of the Bond Depository a schedule for the purpose of notation by the Bond Depository of the portion of the principal amount thereof which shall have been paid and the portion of the principal amount thereof which remains Outstanding and unpaid.

(b) Notwithstanding the foregoing, the Initial Bond shall be in the form set forth in Exhibit A, with the following modifications:

(i) Immediately under the name of the bond issue and the legends, the existing headings shall be omitted and replaced with the following headings:

“No. TR-1

Dated Date: [CLOSING DATE]

\$(PRINCIPAL)

Registered Owner: [REPRESENTATIVE]

Principal Amount: [ ] MILLION DOLLARS”

(ii) The first paragraph shall be replaced with the following:

The TEXAS DEPARTMENT OF HOUSING AND COMMUNITY AFFAIRS (herein called the “Department”), a public and official agency of the State of Texas, acknowledges itself indebted to, and FOR VALUE RECEIVED, hereby promises to pay to the registered owner named above or registered assigns, but solely from the sources and in the manner hereinafter provided, on the maturity date specified below, unless redeemed prior thereto as hereinafter provided, the principal amount set forth above in any coin or currency of the United States of America which at the time of payment is legal tender for the payment of public and private debts, and to pay interest on such principal sum to the registered owner hereof in like coin or currency from the Issuance Date of this Bond or from the most recent date to which interest on this Bond (or any Bond in exchange for, or in lieu of, which this Bond was issued), has been paid at the interest rates per annum set forth below, calculated on the basis of a 360-day year composed of twelve 30-day months, payable on [INITIAL INTEREST DATE], and each January 1 and July 1 thereafter (each, an “Interest Payment Date”) to the date of maturity or earlier redemption, until the Department’s obligation with respect to the payment of such principal amount shall be discharged, in accordance with the following schedule:

[Insert maturity schedule from Section 2.4 of the 202[5][6] [ ] Series Supplement]

The principal amount or Redemption Price of this Bond shall be payable upon presentation and surrender of this Bond, at the applicable office of The Bank of New York Mellon Trust Company, N.A. (such bank and any successor in such capacity being referred to as the “Trustee”). Notwithstanding the foregoing, in no event shall the cumulative amount of interest paid or payable on any Bond (including interest calculated as provided in the Indentures (as defined below), together with all other amounts that constitute interest on the Bonds under the laws of the State of Texas that are contracted for, charged, reserved, taken or received pursuant to the Indentures) through any Interest Payment Date or through the date of payment of such Bond (whether at maturity, by acceleration or upon earlier redemption) exceed the “net interest cost” that will produce a “net effective interest rate” of greater than 15% per annum or, to the extent allowed by law, such greater “net effective interest rate” as may be allowed from time to time. The terms “net interest cost” and “net effective interest rate,” as used herein, shall have the respective meanings ascribed to them in Chapter 1204, Texas Government Code, as amended.

Section 2.13. 202[5][6] [ ] Rebate Fund.

1. At the beginning of each Tax Bond Year, the Department shall calculate the estimated Rebate Amount that will be payable on the next occurring Computation Date, as set forth in Section 4.6.1(ii). In calculating the Rebate Amount, the Department may rely upon a Counsel’s Opinion or an opinion of a Rebate Analyst that the method of calculation utilized by the Department complies with the requirements of Section 148 of the Code and Section 1.148-3 of the Regulations. If, in making such calculations, the Department determines that there is an insufficient amount currently on deposit in the 202[5][6] [ ] Rebate Fund to make the payment required by Section 4.6.1(ii) hereof, then the Department shall (i) immediately transfer the amount of such deficiency from any other account in the Expense Fund or (ii) instruct the Trustee to transfer such amount to the 202[5][6] [ ] Rebate Fund from the Revenue Fund and the Trustee shall transfer from the 202[5][6] [ ] Revenue Account to the 202[5][6] [ ] Rebate Fund the amounts so specified, all in accordance with Section 505 of the Indenture. If, in making such calculations, the Department determines that there is a negative Rebate Amount, then the Department may direct the Trustee in writing to transfer from the 202[5][6] [ ] Rebate Fund to the 202[5][6] [ ] Revenue Account the amount then on deposit in the 202[5][6] [ ] Rebate Fund.

2. All earnings resulting from the investment of amounts on deposit in the 202[5][6] [ ] Rebate Fund shall be credited to the 202[5][6] [ ] Rebate Fund.

3. No later than 55 day after each Computation Date for the Series 202[5][6] [ ] Bonds, the Department shall deliver the items set forth in Section 4.6.1 to the Trustee. Not later than 60 days after each Computation Date for the Series 202[5][6] [ ] Bonds, the Trustee shall withdraw from the 202[5][6] [ ] Rebate Fund the amounts described in Section 4.6.1(ii) hereof and remit to the United States of America the amounts required

to be paid to the United States of America in accordance with written instructions from the Department, which shall be in compliance with Sections 1.148-1 through 1.148-8 of the Regulations or any successor regulation.

4. If the Department discovers or is notified that any amount due to the United States of America in an amount described in Section 4.6.1(ii) has not been paid to the United States of America pursuant hereto as required or that any payment paid to the United States of America pursuant hereto has failed to satisfy any requirement of Section 148(f) of the Code or Section 1.148-3 of the Regulations (whether or not such failure shall be due to any default by the Department or the Trustee), the Department, shall immediately transfer any amounts due as set forth in Section 4.6.2 and shall deliver to the Trustee any documents required pursuant to Section 4.6.2. Upon receipt of such amount and documentation relating thereto, the Trustee shall withdraw from the 202[5][6] [ ] Rebate Fund the amounts described in Section 4.6.2 and remit to the United States of America the amounts required to be paid in accordance with written instructions from the Department, which shall be in compliance with Regulations Sections 1.148-1 through 1.148-8 or any successor regulation.

5. Each payment required to be made to the United States of America pursuant to this Section shall be submitted to the Internal Revenue Service Center, Philadelphia, Pennsylvania 19255 or such other address as provided by law or regulation and shall be accompanied by Internal Revenue Service Form 8038-T properly completed by the Department with respect to the Series 202[5][6] [ ] Bonds.

Section 2.14. Transfers from 202[5][6] [ ] Residual Revenues Account. Unless otherwise directed pursuant to a Letter of Instructions accompanied by a Cashflow Certificate, on each Interest Payment Date and each date fixed for the redemption of the Series 202[5][6] [ ] Bonds, to the extent funds are not available in the 202[5][6] [ ] Revenue Account to pay interest or principal due on the Series 202[5][6] [ ] Bonds, the Trustee shall transfer from the 202[5][6] [ ] Residual Revenues Account to the 202[5][6] [ ] Interest Account or the 202[5][6] [ ] Principal Account an amount which, when added to any amounts already on deposit therein, will equal the amount of interest and principal to become due and payable on the Series 202[5][6] [ ] Bonds on such date.

Section 2.15. 202[5][6] [ ] Mortgage Loan Account. The 202[5][6] [ ] Mortgage Loan Account established pursuant to Section 2.9 hereof shall be credited with all amounts deposited therein from whatever source. The amounts in such Account shall be used to purchase, on each Certificate Purchase Date within the Certificate Purchase Period, 202[5][6] [ ] Mortgage Certificates. On [ ], unless the Certificate Purchase Period is extended in accordance with Section 5.2 hereof, unexpended proceeds of the Series 202[5][6] [ ] Bonds shall be transferred from 202[5][6] [ ] Mortgage Loan Account to the 202[5][6] [ ] Special Redemption Account in accordance with Section 2.7.1 hereof.

Section 2.16. 202[5][6] [ ] Mortgage Certificate Acquisition.

1. The Department has determined that the Supplemental Mortgage Security for the 202[5][6] [ ] Mortgage Loans shall be the guaranty of timely payment of principal and interest provided by Ginnie Mae pursuant to the Ginnie Mae Certificates. Accordingly, the purchase of the 202[5][6] [ ] Mortgage Loans shall be accomplished through the purchase of Ginnie Mae Certificates in accordance with the Program Agreement, and no 202[5][6] [ ] Mortgage Loan shall be eligible for purchase unless it has been included in a Mortgage Pool and the beneficial ownership thereof is represented by a 202[5][6] [ ] Mortgage Certificate.

2. On each applicable Certificate Purchase Date and pursuant to a Letter of Instructions, the Trustee shall purchase Ginnie Mae Certificates at the Ginnie Mae Certificate Purchase Price from amounts available in the 202[5][6] [ ] Mortgage Loan Account. The Department shall specify the allocation of the 202[5][6] [ ] Mortgage Certificates to the Series 202[5][6] [ ] Bonds and the Series 202[5][6] [ ] Bonds in such Letter of Instructions. The Department shall deliver a copy of each such Letter of Instructions to the Compliance Agent.

3. Each 202[5][6] [ ] Mortgage Certificate purchased shall bear interest at the applicable Pass-Through Rate. Ginnie Mae Certificates shall be accepted by the Trustee only if:

(i) The Ginnie Mae Certificates acquired by the Trustee on behalf of the Department shall be held at all times by the Trustee in trust for the benefit of the Bondholders and shall be registered in the name

of the Trustee or its nominee or credited to the account of the Trustee at a clearing corporation as defined under and pursuant to the Uniform Commercial Code applicable to such corporation, which corporation shall be registered as a "Clearing Agency" pursuant to Section 17A of the Securities Exchange Act of 1934, as amended. For a Ginnie Mae Certificate that is in the form of a book-entry maintained on the records of the Participants Trust Corporation, or any successor depository institution ("PTC") ("Book Entry Security"), the Trustee shall receive confirmation from PTC that PTC has made an appropriate entry in its records of the transfer of such Book Entry Security to a limited purpose account of the PTC Participant (defined below), and identifying such Book Entry Security as belonging to the Trustee, so that the Trustee at all times has a first priority perfected security interest in such Ginnie Mae Certificates. The "PTC Participant" (if not the Trustee) shall be a "financial intermediary" (as defined in Section 8-313 of the Uniform Commercial Code as in effect in the state in which the Book Entry Security is deposited) which is a participant in PTC and which has a custody agreement with the Trustee with respect to the Ginnie Mae Certificate to be transferred as Book Entry Securities through PTC. In the custody agreement, the PTC Participant must agree (w) to act as agent of the Trustee for purposes of causing, upon instructions of the Trustee, the transfer of Book Entry Securities to the PTC account of the PTC Participant, (x) to issue to the Trustee confirmation of the transfer of each Book Entry Security to the PTC Participant, (y) to identify each such Book Entry Security in its records as belonging to the Trustee, and (z) to accept instructions only from the Trustee with respect to the transfer of such Book Entry Securities. The Ginnie Mae Certificate shall be identified on the records of the PTC Participant as being held by such PTC Participant solely and exclusively for the benefit of the Trustee. The PTC Participant shall send a confirmation to the Trustee of such transfer of the Ginnie Mae Certificate to the PTC Participant. The PTC Participant shall cause each Book Entry Security to be transferred to and held in a Limited Purpose Account (or such other account as may be created or identified in the PTC Rules (the "Rules") in which PTC does not have any lien on any Book Entry Security held therein). The Trustee shall have evidence that (xx) the receiving PTC Participant has delivered to PTC an irrevocable instruction to the effect that all fees arising in connection with the specified Limited Purpose Account are to be charged to another account maintained by PTC for the receiving PTC Participant, and (yy) PTC has delivered a certificate to the receiving PTC Participant to the effect that, based on the instruction regarding payment of PTC fees, PTC will not charge the specified Limited Purpose Account for so long as the instruction remains in effect. If the Trustee does not receive a payment or advice of payment on a Ginnie Mae Certificate when due (if the Ginnie Mae Certificates are held by the Trustee, on the fifteenth day of each month with regard to Ginnie Mae I Certificates, and twentieth day of each month with regard to Ginnie Mae II Certificates and if the Ginnie Mae Certificates are held by PTC, on the seventeenth day of each month with regard to Ginnie Mae I Certificates and twenty-second day of each month with regard to Ginnie Mae II Certificates), the Trustee shall promptly telephonically notify, and demand payment from Ginnie Mae, in the case of Ginnie Mae I Certificates, or Chemical Bank as paying agent for Ginnie Mae in the case of Ginnie Mae II Certificates. To the extent the Ginnie Mae Certificates are subject to book-entry transfer, the Trustee shall so notify PTC. Notwithstanding the foregoing, the Trustee shall comply with such procedures as are prescribed by Ginnie Mae from time to time; and

(ii) Sufficient amounts are available in the appropriate Accounts to pay the applicable Ginnie Mae Certificate Purchase Price.

### ARTICLE III

#### [REDEMPTION]

Section 3.1. Redemption of Refunded Bonds. The Department has instructed the Trustee to redeem the Refunded Bonds.

Section 3.2. Sale of [ ] Transferred Mortgage Certificates. Notwithstanding any other provision of the Indenture, the Department may sell the [ ] Transferred Mortgage Certificates in whole or in part only upon delivery by the Department of written confirmation from each Rating Agency that such sale will not adversely affect the then current ratings on the Bonds (determined without regard to any bond insurance or similar credit enhancement).]

## ARTICLE IV

### FEDERAL INCOME TAX MATTERS

Section 4.1. General Tax Covenant. The Department covenants not to take any action, or knowingly omit to take any action, within its control, that, if taken or omitted, respectively, would cause the interest on the Series 202[5][6] [ ] Bonds to be includable in gross income for federal income tax purposes. In furtherance thereof, the Department covenants to comply with section 103 and 141, 143, and 146 through 150 of the Code and the provisions set forth in the Federal Tax Certificate executed by the Department in connection with the Series 202[5][6] [ ] Bonds. The Department and the Trustee may amend this 202[5][6] [ ] Series Supplement to reflect the deletion or substitution of any such requirement specified in this Article IV in the manner provided in Section 1002 of the Indenture. The Department will not be required to comply with any of the federal tax covenants set forth in this Article IV if the Department has received a Favorable Opinion of Bond Counsel regarding such noncompliance.

Section 4.2. Use of Proceeds. The Department covenants that:

1. all of the Proceeds of the Series 202[5][6] [ ] Bonds (other than amounts used to pay Costs of Issuance of the Series 202[5][6] [ ] Bonds) will be used to (i) finance owner-occupied residences [or (ii) repay Advances within 90 days of the Issue Date of the Series 202[5][6] [ ] Bonds];

2. the Proceeds of the Series 202[5][6] [ ] Bonds will not be used in a way that would cause the Series 202[5][6] [ ] Bonds to meet the private business use tests set forth in Section 141(b) of the Code;

3. all Sale Proceeds of the Series 202[5][6] [ ] Bonds and any Investment Proceeds thereon that are to be used to finance owner-occupied residences (i) will be used for such purpose within the 42-month period beginning on the Issuance Date of the Series 202[5][6] [ ] Bonds or (ii) to the extent not so used, will be used to redeem Series 202[5][6] [ ] Bonds within such period; and no portion of the Proceeds of the Series 202[5][6] [ ] Bonds will be used to finance any 202[5][6] [ ] Mortgage Loan or DPA Loan or to acquire any Mortgage Certificate after the close of such period; and

4. [all Transferred Proceeds of the Series 202[5][6] [ ] Bonds resulting from the repayment of Advances and any Investment Proceeds thereon that are to be used to finance owner-occupied residences (i) will be used for such purpose within the 42-month period beginning on the Issuance Date of the earliest Advance or (ii) to the extent not so used, will be used to redeem Series 202[5][6] [ ] Bonds within such period, and no portion of such Proceeds of the Series 202[5][6] [ ] Bonds will be used to finance any 202[5][6] [ ] Mortgage Loan or DPA Loan or to acquire any Mortgage Certificate after the close of such period.]

Section 4.3. Mortgage Eligibility Requirements.

1. The Department covenants: (i) to attempt in good faith to meet, with respect to each 202[5][6] [ ] Mortgage Loan, before the execution thereof, the mortgage eligibility requirements of Section 143(c), (d), (e), (f) and (i) of the Code (as more fully described in subsections 2, 3, 4, 5 and 6, respectively, of this Section 4.3), by placing restrictions in the Program Agreement or other similar agreements that permit the origination and purchase of 202[5][6] [ ] Mortgage Loans only in accordance with such requirements and by establishing reasonable procedures to ensure compliance with such requirements, including investigation by the Mortgage Lenders and the Servicer or the Department (or its agent) to determine that each 202[5][6] [ ] Mortgage Loan meets such requirements; (ii) to use all due diligence to assure that all of the Proceeds of the Series 202[5][6] [ ] Bonds that are applied to the financing of 202[5][6] [ ] Mortgage Loans are applied to finance 202[5][6] [ ] Mortgage Loans that, as of the date of execution thereof, meet all such requirements; and (iii) to correct any failure to meet such requirements within a reasonable period after such failure is first discovered by causing the non-qualifying 202[5][6] [ ] Mortgage Loan to be accelerated or to be replaced with a 202[5][6] [ ] Mortgage Loan that meets such requirements if the non-qualifying 202[5][6] [ ] Mortgage Loan defect cannot be cured within such reasonable period. The Department covenants that each Mortgage Lender selected for participation in the Program that services Mortgage Loans under the Program shall be required to enter into an agreement or agreements containing, in addition to servicing requirements relating to the Mortgage Loans set forth in Section 710 of the Indenture, that each Mortgage Lender shall represent and warranty that it: (i) maintains an Office of Foreign Assets Control (“OFAC”) compliance program, and

(ii) is responsible for and best positioned to conduct OFAC scanning of all relevant data with respect to the serviced portfolio (including borrower names/addresses) in accordance with its OFAC compliance program. As used herein, "OFAC compliance program" shall refer to those programs, policies, procedures and measures designed to ensure compliance with, and prevent violations of, all economic sanctions, laws, rules, regulations, executive orders and requirements administered by OFAC, or any other applicable authority with jurisdiction over such Mortgage Lender. Each Mortgage Lender shall agree to, among other things: (i) perform effective and timely OFAC scanning in accordance with such Mortgage Lender's OFAC compliance program of all relevant data with respect to the portfolio of assets serviced pursuant to the Indenture; (ii) if a Borrower at any time becomes or is otherwise determined to be an OFAC sanctions target that requires blocking or rejection of a portfolio asset held by the Trustee under or in connection with the Indenture, take all actions required by OFAC regulations, including, without limitation (a) conducting all necessary investigations and communications with OFAC (including reporting) concerning the portfolio assets that such Mortgage Lender determines are subject to OFAC restrictions, (b) blocking the assets of any OFAC sanctions target in such portfolio serviced by such Mortgage Lender (including any related payments from the same), and (c) obtain any licenses from OFAC necessary for such Mortgage Lender and the Trustee to perform their respective services under the Indenture with respect to sanctioned assets and/or borrowers; and (iii) promptly provide notice in writing to the Trustee of any portfolio assets that such Mortgage Lender determines are subject to OFAC restrictions and consult with the Trustee on the action plan to handle those assets.

2. The Department covenants to require, and the Program Agreement requires, with respect to each 202[5][6] [ ] Mortgage Loan, a certification of the Borrower and other appropriate evidence demonstrating that, in accordance with Section 143(c) of the Code, the residence being financed with the proceeds of such 202[5][6] [ ] Mortgage Loan is a single-family residence located within the State that the Borrower reasonably expects to occupy as his or her principal residence within a reasonable time (e.g., 60 days) after the financing is provided.

3. The Department covenants to require, and the Program Agreement requires, with respect to each 202[5][6] [ ] Mortgage Loan, a certification of the Borrower and other appropriate evidence demonstrating that, in accordance with Section 143(d) of the Code, the Borrower has not had, within the three-year period ending on the date of execution of the applicable 202[5][6] [ ] Mortgage Loan, a present ownership interest in a principal residence; provided, however, that (i) the Department may purchase 202[5][6] [ ] Mortgage Loans that do not satisfy the foregoing requirement, so long as such purchase does not cause less than 95% of the Net Proceeds of the Series 202[5][6] [ ] Bonds to have been used to finance such non-conforming loans; (ii) financings with respect to targeted area residences will be treated as meeting such requirement; (iii) financings described in the Contract For Deed Exception will be treated as meeting such requirement; and (iv) financings of any residence for any veteran (as defined in Section 101 of Title 38, United States Code), if such veteran has not previously qualified for and received financing pursuant to the exception, will be treated as meeting such requirement.

4. The Department covenants to require and the Program Agreement requires, with respect to each 202[5][6] [ ] Mortgage Loan, a certification of the Borrower and other appropriate evidence demonstrating that, in accordance with Section 143(e) of the Code, the acquisition cost of the residence being financed with the proceeds of such 202[5][6] [ ] Mortgage Loan does not exceed 90% of the average area purchase price applicable to such residence (110% in the case of a targeted area residence).

5. The Department covenants to require and the Program Agreement requires, with respect to each 202[5][6] [ ] Mortgage Loan, a certification of the Borrower and other appropriate evidence demonstrating that, in accordance with Section 143(f) of the Code, the Borrower's family income does not exceed: (i) for an individual or a family of two persons, 100% of the applicable median family income (120% in the case of a Borrower acquiring a targeted area residence); or (ii) for a family of three or more persons, 115% of the applicable median family income (140% in the case of a Borrower acquiring a targeted area residence).

6. The Department covenants to require and the Program Agreement requires, with respect to each 202[5][6] [ ] Mortgage Loan, a certification of the Borrower and other appropriate evidence demonstrating that, in accordance with Section 143(i) of the Code, the 202[5][6] [ ] Mortgage Loan is not made for the purpose of acquiring or replacing an existing mortgage (i.e., that the Borrower does not have an existing mortgage (whether or not paid off) on the residence securing the 202[5][6] [ ] Mortgage Loan at any time prior to the execution of the 202[5][6] [ ] Mortgage Loan), except for a mortgage falling within the Contract for Deed Exception or a mortgage securing a construction period loan, a bridge loan or other similar temporary initial financing having a term of 24 months or less.



The Department further covenants and agrees not to permit the assumption of any 202[5][6] [ ] Mortgage Loan unless the requirements described in subsection 2, 3, 4 and 5, respectively, of this Section 4.3 are met with respect to such assumption. Borrowers described in the Contract for Deed Exception shall be treated as meeting the requirements of this paragraph 6.

7. The Department covenants to require and the Program Agreement requires, that each 202[5][6] [ ] Mortgage Loan include provisions for acceleration in the event that the Department discovers that any of such mortgage eligibility requirements have not been met with respect to such 202[5][6] [ ] Mortgage Loan.

8. The following terms used in this Section 4.3 shall have the respective meanings set forth in Section 143 of the Code and the Regulations promulgated thereunder: acquisition cost, applicable median family income, average area purchase price, family income, mortgage, present ownership interest, principal residence, residence, single family residence, and targeted area residence.

Section 4.4. Targeted Area Residences. The Department covenants that an amount equal to at least 20% of the Sale Proceeds of the Series 202[5][6] [ ] Bonds and Investment Proceeds thereon that are made available for the purchase of 202[5][6] [ ] Mortgage Loans has been or will be made available for at least one year after the date on which owner-financing was first made available with respect to targeted area residences (within the meaning of Section 143(j) of the Code). The Department will attempt with reasonable diligence to use such proceeds to purchase mortgage loans pertaining to such targeted area residences by conducting an advertising campaign reasonably designed to inform the general public of the availability of such proceeds, and shall take such other and further actions to assure that, to the maximum extent practicable, such proceeds are used for such purpose.

Section 4.5. Mortgage Rate. The Department will take all actions necessary to ensure that the blended Yield on the 202[5][6] [ ] Mortgage Loans properly allocable under Sections 1.148-1 through 1.148-10 of the Regulations to the Series 202[5][6] [ ] Bonds will not exceed the Yield on the Series 202[5][6] [ ] Bonds (all as computed by or on behalf of the Department in accordance with Section 143(g) of the Code and Sections 1.148-1 and 1.148-10 of the Regulations) by more than 1.125%. To the extent that the Yield on the 202[5][6] [ ] Mortgage Loans exceeds the Yield on the Series 202[5][6] [ ] Bonds by more than 1.125%, the Department will make yield reduction payments ("Yield Reduction Payments") to the federal government as set forth in Section 1.148-5(c) of the Regulations and as set forth below.

Section 4.6. Rebate Requirement. The Department covenants to comply with the requirement that "rebateable arbitrage earnings" on the investment of the Gross Proceeds of the Series 202[5][6] [ ] Bonds, within the meaning of Section 148(f) of the Code, be rebated to the federal government.

1. Delivery of Documents and Money on Computation Dates. The Department shall deliver to the Trustee, within 55 days after each Computation Date for the Series 202[5][6] [ ] Bonds,

(i) a statement, signed by an Authorized Representative of the Department, stating the Rebate Amount for the Series 202[5][6] [ ] Bonds as of such Computation Date and the amount of any Yield Reduction Payment due;

(ii) (A) if such Computation Date is an Installment Computation Date, an amount which, together with any amount then held in the 202[5][6] [ ] Rebate Fund, is equal to at least 90% of the Rebate Amount as of such Installment Computation Date, less any "previous rebate payments" (determined in accordance with Section 1.148-3(f)(1) of the Regulations), made to the United States of America with respect to the Series 202[5][6] [ ] Bonds and Yield Reduction Payments, or (B) if such Computation Date is a Final Computation Date, an amount which, together with any amount then held for the credit of the 202[5][6] [ ] Rebate Fund is equal to the Rebate Amount as of such Final Computation Date, less any "previous rebate payments" (determined in accordance with Section 1.148-3(f)(1) of the Regulations), made to the United States of America with respect to the Series 202[5][6] [ ] Bonds and Yield Reduction Payments; and

(iii) an Internal Revenue Service Form 8038-T, Arbitrage Rebate, Yield Reduction and Penalty in Lieu of Arbitrage Rebate ("Form 8038-T") properly signed and completed as of such Computation Date.

2. Correction of Underpayments. If the Department discovers or is notified that any amount due to the United States of America in an amount described in Section 4.6.1(ii) above has not been paid as required pursuant to Section 2.12 hereof or that any payment paid to the United States of America pursuant hereto has failed to satisfy any requirement of Section 148(f) of the Code or Section 1.148-3 of the Regulations (whether or not such failure shall be due to any default by the Department or the Trustee), the Department will (i) deliver to the Trustee (for deposit to the 202[5][6] [ ] Rebate Fund) and cause the Trustee to pay to the United States of America from the 202[5][6] [ ] Rebate Fund (A) the Rebate Amount or Yield Reduction Payments that the Department failed to pay, plus any interest specified in Section 1.148-3(h)(2) of the Regulations, if such correction payment is delivered to and received by the Trustee within 175 days after such discovery or notice, or (B) if such correction payment is not delivered to and received by the Trustee within 175 days after such discovery or notice, the amount determined in accordance with clause (A) of this subparagraph plus the 50 percent penalty required by Section 1.148-3(h)(1) of the Regulations, and (ii) deliver to the Trustee and the Department a Form 8038-T completed as of such date. If such Rebate Amount or Yield Reduction Payments, together with any penalty and/or interest due, is not paid to the United States of America in the amount and manner and by the time specified in the Regulations, the Department will take such steps as are necessary to prevent the Series 202[5][6] [ ] Bonds from becoming an “arbitrage bond” within the meaning of Section 148 of the Code. The Trustee shall not be liable for any penalties incurred with respect to the calculation and payment of the Rebate Amount or Yield Reduction Payments.

3. Records. The Department will retain all of its accounting records relating to the Funds, Accounts and Subaccounts and all calculations made in preparing the statements described in this Section 4.6 for at least three years after the later of (i) the final maturity of the Series 202[5][6] [ ] Bonds or (ii) the first date on which no Series 202[5][6] [ ] Bonds is Outstanding.

4. Fees and Expenses. The Department agrees to pay all of the fees and expenses of a nationally recognized bond counsel, a certified public accountant and any Rebate Analyst or other necessary consultant employed by the Department or the Trustee in connection with computing the Yield Reduction Payments and Rebate Amount.

5. No Diversion of Rebatable Arbitrage. The Department will not indirectly pay any amount otherwise payable to the federal government pursuant to the foregoing requirements to any person other than the federal government by entering into any investment arrangement with respect to the Gross Proceeds of the Series 202[5][6] [ ] Bonds that is not purchased at fair market value (as defined in Section 1.148-5(d)(6)(iii) of the Regulations) or includes terms that the Department would not have included if the Series 202[5][6] [ ] Bonds were not subject to Section 148(f) of the Code.

6. Rebate Not Required in Certain Circumstances.

(i) Notwithstanding the foregoing, the Department will not be required to perform the obligations set forth in this Section 4.6, except for the obligation to retain accounting records and the payment of expenses as described herein, if (A) the Yield on the Mortgage Loans does not exceed the Yield on the Bonds by more than 1.125% or (B) the Department has not earned any “rebatable arbitrage earnings” and, therefore, is not subject to the rebate obligation set forth in Section 148(f) of the Code. To the extent that the Department will not be required to perform such obligations, the Department will send written notice to the Trustee within 55 days after the applicable Computation Date.

(ii) Notwithstanding anything to the contrary in this 202[5][6] [ ] Series Supplement requiring a payment to be made based on the Rebate Analyst’s calculations showing a rebate being due, no payment will be made by the Trustee to the United States of America if the Department furnishes to the Trustee a Favorable Opinion of Bond Counsel.

Section 4.7. No-Arbitrage Covenant. The Department covenants that it will make such use of the Gross Proceeds of the Series 202[5][6] [ ] Bonds and related Revenues, regulate investments of proceeds of the Series 202[5][6] [ ] Bonds and related Revenues, and take such other and further action as may be required so that the Series 202[5][6] [ ] Bonds will not be “arbitrage bonds” within the meaning of Section 148(a) of the Code. The Department hereby expressly reserves the right to direct the Trustee or any Depository to make specific investments to ensure compliance with this Section 4.7 and Section 4.8.

Section 4.8. Limitations on Investment of Reserve Amounts. The Department covenants that at no time will the aggregate amount of money held in any reasonably required reserve for the Series 202[5][6] [ ] Bonds that is invested in Nonpurpose Investments and at a yield higher than the yield on such Series 202[5][6] [ ] Bonds, exceed the least of (i) 10% of the Sale Proceeds of the Series 202[5][6] [ ] Bonds; (ii) the maximum annual principal and interest requirements on the issue, or (iii) 125 percent of the average annual principal and interest requirements on the issue.

Section 4.9. Limitations on Costs of Issuance. The Department covenants and agrees that the Costs of Issuance financed with the Proceeds of the Series 202[5][6] [ ] Bonds will not exceed two percent of the Sale Proceeds of the Series 202[5][6] [ ] Bonds.

Section 4.10. No Federal Guaranty. The Department covenants not to take any action, or knowingly omit to take any action within its control, that, if taken or omitted, respectively, would cause any of the Series 202[5][6] [ ] Bonds to be “federally guaranteed” within the meaning of Section 149(b) of the Code, except as permitted by Section 149(b) of the Code.

Section 4.11. Information Reporting. The Department covenants and agrees to file or cause to be filed with the Secretary of the Treasury, not later than the 15th day of the second calendar month after the close of the calendar quarter in which the Series 202[5][6] [ ] Bonds are issued, an information statement concerning the Series 202[5][6] [ ] Bonds, all under and in accordance with Section 149(e) of the Code, and that it will file or cause to be filed such additional information reports as may be required by Section 149(e) of the Code.

Section 4.12. Changes in Use of Mortgaged Property. The Department acknowledges that the provisions of Section 150(b) of the Code (relating to changes in use of property financed with the proceeds of private activity bonds) apply to the 202[5][6] [ ] Mortgage Loans (including Mortgage Loans represented by Mortgage Certificates), and covenants to advise each Borrower with respect to a Mortgage Loan of such provisions.

Section 4.13. Use of Repayments to Redeem Series 202[5][6] [ ] Bonds. So long as any of the Series 202[5][6] [ ] Bonds are Outstanding, the Department covenants that the portion of each Mortgage Loan Principal Payment allocable to the Series 202[5][6] [ ] Bonds received on or after the ten year anniversary of the Issuance Date (or, in the case of the portion of a Mortgage Loan Principal Payment related to the 202[5][6] [ ] Mortgage Certificates purchased with transferred proceeds of the Series 202[5][6] [ ] Bonds, the ten-year anniversary of the date of issuance of the original bond issue) will be used to redeem Series 202[5][6] [ ] Bonds not later than the close of the first semiannual period beginning after the date such Mortgage Loan Principal Payment is received, unless the Department has received a Favorable Opinion of Bond Counsel and the Department has fulfilled the other requirements of Section 2.7 hereof with respect to the use of such payments to redeem other Bonds.

Section 4.14. Recapture. The Department covenants and agrees to comply with the provisions of Section 143(m) of the Code (regarding the recapture of a portion of the federal subsidy from the use of qualified mortgage bonds) with respect to each 202[5][6] [ ] Mortgage Loan.

Section 4.15. Bonds are not Hedge Bonds. The Department covenants and agrees that not more than 50% of the Sale Proceeds of the Series 202[5][6] [ ] Bonds will be invested in Nonpurpose Investments having a substantially guaranteed yield for four years or more within the meaning of Section 149(g)(3)(A)(ii) of the Code, and the Department reasonably expects that at least 85% of the spendable proceeds of the Series 202[5][6] [ ] Bonds will be used to carry out the governmental purposes of the Series 202[5][6] [ ] Bonds within the three-year period beginning on the Issuance Date.

Section 4.16. Sale of 202[5][6] [ ] Mortgage Certificates. Notwithstanding any other provision of the Indenture, the Department may sell the 202[5][6] [ ] Mortgage Certificates in whole or in part only upon delivery by the Department of (i) a Counsel’s Opinion that such sale will not cause all or any portion of the 202[5][6] [ ] Mortgage Certificates, or the Series 202[5][6] [ ] Bonds to be classified as a “taxable mortgage pool” within the meaning of Section 7701(i) of the Code; and (ii) written confirmation from each Rating Agency that such sale will not adversely affect the then current ratings on the Bonds (determined without regard to any bond insurance or similar credit enhancement).

Section 4.17. Record Retention. The Department will retain all pertinent and material records relating to the use and expenditure of the proceeds of the Series 202[5][6] [ ] Bonds until three years after the last Series 202[5][6] [ ] Bond is redeemed or paid at maturity, or such other period as authorized by subsequent guidance issued by the Department of Treasury, if applicable. All records will be kept in a manner that ensures their complete access throughout the retention period. For this purpose, it is acceptable that such records are kept either as hardcopy books and records or in an electronic storage and retrieval system, provided that such electronic system includes reasonable controls and quality assurance programs that assure the ability of the Department to retrieve and reproduce such books and records in the event of an examination of the Series 202[5][6] [ ] Bonds by the Internal Revenue Service.

Section 4.18. Continuing Obligation. Notwithstanding any other provision of this 202[5][6] [ ] Series Supplement, the Department's obligations under the covenants and provisions of this Article IV will survive the defeasance and discharge of the Series 202[5][6] [ ] Bonds for as long as such matters are relevant to the excludability of interest on the Series 202[5][6] [ ] Bonds from gross income for federal income tax purposes.

## ARTICLE V

### OTHER MATTERS

Section 5.1. Reserved.

Section 5.2. Transfer of Unexpended Proceeds. On the last day of the Certificate Purchase Period (or such earlier date as directed in writing by the Department), unless the Certificate Purchase Period is extended in accordance with this Section 5.2, the Trustee shall transfer the amounts in the 202[5][6] [ ] Mortgage Loan Account remaining unexpended for acquisition of 202[5][6] [ ] Mortgage Certificates in such amounts as provided in a Letter of Instructions from the 202[5][6] [ ] Mortgage Loan Account to the 202[5][6] [ ] Special Redemption Account to be applied to the redemption of Series 202[5][6] [ ] Bonds pursuant to Section 2.7.1 hereof. The Certificate Purchase Period for amounts in the 202[5][6] [ ] Mortgage Loan Account may be extended to a date certain as set out in a Letter of Instructions to the Trustee, but not later than [ ], upon delivery to the Trustee no later than 30 days prior to the last day of the then existing Certificate Purchase Period of the following:

- (i) a Favorable Opinion of Bond Counsel; and
- (ii) confirmation from each Rating Agency that such extension will not adversely affect the rating on the Series 202[5][6] [ ] Bonds assigned by such Rating Agency.

The Department shall provide written notice to the Servicer at least thirty (30) days prior to the last day of the then existing Certificate Purchase Period of any such proposed extension of the Certificate Purchase Period.

Section 5.3. Application of Amounts in 202[5][6] [ ] Revenue Account.

1. Unless otherwise directed by the Department pursuant to a Letter of Instructions accompanied by a Cashflow Certificate and a confirmation from each Rating Agency of the then current ratings on the Series 202[5][6] [ ] Bonds, all Revenues received with respect to the 202[5][6] [ ] Mortgage Certificates shall be deposited in the 202[5][6] [ ] Revenue Account.

2. [Pursuant to subsection 3 of Section 505 of the Indenture, the Trustee shall set aside monthly in the [ ] Revenue Account, all Mortgage Loan Principal Payments relating to the [ ] Transferred Mortgage Certificates to be used to redeem Series [ ] Bonds in accordance with Section 2.7.1 hereof unless otherwise

directed by a Letter of Instructions accompanied by a Cashflow Statement giving effect to the actions directed in such Letter of Instructions.]

3. [Pursuant to subsection 3 of Section 505 of the Indenture, the Trustee shall transfer from the Revenue Fund amounts on deposit therein in accordance with a Letter of Instructions and in the following order of priority:

(i) First, on each Interest Payment Date or any other date for the redemption of the Series 202[5][6] [ ] Bonds, to the 202[5][6] [ ] Interest Account, to the extent required so that the balance in said account equals the amount of interest which will be due and payable on the Series 202[5][6] [ ] Bonds on such Interest Payment Date or redemption date;

(ii) Second, monthly, upon receipt of Mortgage Loan Principal Payments, to the 202[5][6] [ ] Principal Account, one-sixth of the aggregate amount required to pay maturing principal and the unsatisfied balance of any Sinking Fund Installment on any Series 202[5][6] [ ] Bonds on the next Interest Payment Date; and

(iii) Third, monthly, upon receipt of Mortgage Loan Principal Payments, to the 202[5][6] [ ] Special Redemption Account, any remaining Mortgage Loan Principal Payments to be applied monthly to the redemption of Series 202[5][6] [ ] Bonds pursuant to Section 2.7.2 hereof.]

#### Section 5.4. Application of Residual Revenues.

1. [Prior to the date the Series 202[5][6] [ ] Bonds are no longer Outstanding, the Trustee shall transfer any amounts as set forth or described in a Letter of Instructions from the 202[5][6] [ ] Residual Revenues Account either to (x) the 202[5][6] [ ] Special Redemption Account to be used to redeem Series 202[5][6] [ ] Bonds in accordance with Section 2.7.3 hereof, or (y) the 202[5][6] [ ] Revenue Account to be used to pay Series 202[5][6] [ ] Bonds in accordance with Section 5.3(2) of the 202[5][6] [ ] Series Supplement.]

2. If no Series 202[5][6] [ ] Bonds are Outstanding, the Trustee shall transfer any amounts as set forth or described in a Letter of Instructions from the 202[5][6] [ ] Residual Revenues Account to the 202[5][6] [ ] Special Redemption Account to redeem Series 202[5][6] [ ] Bonds in accordance with Section 2.7.3 hereof.

Section 5.5. Limitations on Mortgage Loans. The Department covenants and agrees that each Mortgage Loan contained in a mortgage pool represented by a 202[5][6] [ ] Mortgage Certificate shall satisfy the following requirements:

(i) each 202[5][6] [ ] Mortgage Loan shall bear interest (which interest shall be payable in arrears) at the applicable rate in accordance with the Program Agreement;

(ii) each 202[5][6] [ ] Mortgage Loan shall have a term of 30 years and shall provide for level monthly payments and full amortization over the term thereof;

(iii) each 202[5][6] [ ] Mortgage Loan shall be secured by a Mortgage creating a first lien on the residence being financed with the proceeds of such 202[5][6] [ ] Mortgage Loan;

(iv) each 202[5][6] [ ] Mortgage Loan shall be (A) insured by the FHA pursuant to Section 203, 221(d)(2) or 234(c) of the National Housing Act of 1934, as amended, in accordance with the applicable standards of the FHA, (B) guaranteed by the VA under the Servicemen's Readjustment Act of 1945, as amended, in accordance with applicable standards of the VA, or (C) guaranteed by RHS under the Cranston-Gonzales National Affordable Housing Act of 1990;

(v) each 202[5][6] [ ] Mortgage Loan shall be further secured by Supplemental Mortgage Security in the form of the guaranty provided by Ginnie Mae pursuant to a Ginnie Mae Certificate;

(vi) each residence financed with a 202[5][6] [ ] Mortgage Loan shall be a single family attached or detached house, a single unit in a condominium development or a planned unit development or a qualifying duplex (but not a triplex or fourplex or manufactured housing that is not permanently affixed to real property owned by the Borrower);

(vii) each 202[5][6] [ ] Mortgage Certificate shall be acquired by the Department with moneys disbursed from the 202[5][6] [ ] Mortgage Loan Account [and/or 202[5][6] [ ] Mortgage Loan Account] during the Certificate Purchase Period; and

(viii) such other requirements as may be set forth in the Program Agreement.

The Department covenants and agrees that each DPA Loan meets the requirements set forth in the Program Guidelines.

Section 5.6. Covenant Relating to the Program Agreement. The Department represents and covenants that the Program Agreement incorporates the requirements set forth in Article IV and Section 5.5 of this 202[5][6] [ ] Series Supplement. The Department further covenants and agrees to obtain, prior to or upon any amendment thereof, a Counsel's Opinion that: (i) the form and substance of such amendment are consistent with the requirements of the Indenture and this 202[5][6] [ ] Series Supplement; and (ii) that the execution and delivery of such amendment by the Department, the Trustee and one or more Mortgage Lenders, and the consummation of the transactions contemplated thereby, will not adversely affect the exclusion of the interest on the Series 202[5][6] [ ] Bonds from the gross income of the Holders thereof for purposes of federal income taxation.

Section 5.7. Depository. In accordance with Section 914 of the Indenture, the Department hereby appoints the Texas Treasury Safekeeping Trust Company as Depository for the purpose of holding, administering and investing the moneys and securities required to be credited to all Accounts, all as more fully provided in the Depository Agreement.

Section 5.8. Certain Requirements Applicable to Cashflow Statements. The Department covenants and agrees, with respect to each Cashflow Statement filed with the Trustee, that such Cashflow Statement shall demonstrate the sufficiency of the anticipated Revenues (as more fully set forth in Section 711 of the Indenture).

Section 5.9. Certain Conditions of Issuance of the Series 202[5][6] [ ] Bonds. The Series 202[5][6] [ ] Bonds shall be executed by the Department and, except for the Initial Bond, shall be delivered to the Trustee and thereupon shall be authenticated by the Trustee and delivered by it to the Department or upon its order, but only upon receipt by the Trustee of the following (in addition to the documents required under the Indenture):

(i) an executed counterpart of this 202[5][6] [ ] Series Supplement;

(ii) a certificate of an Authorized Representative of the Department to the effect that, on the basis of all facts and estimates and circumstances (including covenants of the Department contained in the Indenture) reasonably expected to be in existence on the Issuance Date, it is not expected that the proceeds of the Series 202[5][6] [ ] Bonds will be used in a manner that would cause the Series 202[5][6] [ ] Bonds to be "arbitrage bonds" within the meaning of Section 148(a) of the Code and applicable Regulations thereunder, and such certificate shall set forth such facts, estimates, and circumstances (including covenants of the Department contained in the Indenture), which may be in brief and summary terms, and shall state that to the best of the knowledge and belief of such Authorized Representative of the Department there are no other facts, estimates, or circumstances that would materially change such expectation;

(iii) an executed counterpart of the Depository Agreement in satisfaction of the requirements of subsection 1 of Section 914 of the Indenture, together with an opinion of counsel to the Depository regarding the enforceability thereof; and

(iv) the amounts specified in this 202[5][6] [ ] Series Supplement to be deposited in the Accounts and Subaccounts as required therein.

Section 5.10. Sale of Series 202[5][6] [ ] Bonds. The Series 202[5][6] [ ] Bonds shall be sold to the Underwriters at an aggregate purchase price \$[ ] (representing the par amount of the Series 202[5][6] [ ] Bonds plus a premium in the amount of \$[ ]), subject to the terms and conditions set forth in the Purchase Agreement, and upon the basis of the representations therein set forth.

Section 5.11. Execution in Several Counterparts. This 202[5][6] [ ] Series Supplement may be simultaneously executed in several counterparts, all of which shall constitute one and the same instrument and each of which shall be, and shall be deemed to be, an original.

Section 5.12. Certain Duties of the Department. The Department covenants and agrees that, in addition to such other duties as may be required under the Indenture and this 202[5][6] [ ] Series Supplement, the Department will not voluntarily take any action or fail to take any action that will impair the ability of the Department to satisfy the asset test set forth in subsection 2 of Section 512 of the Indenture during any period in which the Series 202[5][6] [ ] Bonds remain Outstanding.

Section 5.13. No Recourse on Series 202[5][6] [ ] Bonds. No recourse shall be had for payment of the principal or Redemption Price of or interest on the Series 202[5][6] [ ] Bonds or for any claim based thereon or on this 202[5][6] [ ] Series Supplement against any Board member, officer or employee of the Department or the Trustee or any person executing or authenticating the Series 202[5][6] [ ] Bonds, and neither the Board members, officers or employees of the Department or the Trustee, nor any person executing or authenticating the Series 202[5][6] [ ] Bonds shall be liable personally on the Series 202[5][6] [ ] Bonds by reason of the issuance thereof.

Section 5.14. Protection of Trust Estate.

1. At the request of the Trustee, the Department will from time to time execute and deliver all such supplements and amendments hereto and all such financing statements, continuation statements, instruments of further assurance and other instruments, and will take such other action as may be necessary or advisable to:

- (i) grant more effectively all or any portion of the Trust Estate;
- (ii) maintain or preserve the lien of the Indenture and this 202[5][6] [ ] Series Supplement or carry out more effectively the purposes hereof;
- (iii) perfect, publish notice of or protect the validity of any grant made or to be made by the Indenture or this 202[5][6] [ ] Series Supplement;
- (iv) enforce any of the documents executed in connection with this 202[5][6] [ ] Series Supplement;
- (v) preserve and defend title to the Trust Estate and the rights of Trustee and of owners of the Series 202[5][6] [ ] Bonds in the other property held as part of the Trust Estate against the claims of all Persons and parties; or
- (vi) pay all taxes or assessments levied or assessed upon the Trust Estate when due.

2. The Department hereby designates the Trustee as its agent and attorney-in-fact to execute any financing statement, continuation statement or other instrument required pursuant to this Section 5.14; provided, however, that such designation shall not be deemed to create a duty on the Trustee to monitor the compliance of the Department with the foregoing covenants and provided further, that the duty of the Trustee to execute any instrument required pursuant to this Section 5.14 shall arise only if the Trustee has actual knowledge or has been notified in writing of any failure of the Department to comply with the provisions of this Section 5.14. Such power-of-attorney is coupled with an interest and is irrevocable, and the Department hereby ratifies and confirms all that the Trustee may do by virtue thereof. The Department shall be responsible for all reasonable costs incurred by the Trustee in the preparation and filing of all such continuation statements hereunder. Notwithstanding anything to the contrary contained herein or in the Indenture, the Trustee shall not be responsible for any initial filings of any financing

statements or the information contained therein (including the exhibits thereto), the perfection of any such security interest, the accuracy or sufficiency of any description of collateral in such initial filings or the filing of any modifications or amendments to the initial filings required by any amendments to Chapter 9 of the Texas Business and Commerce Code. Unless the Trustee shall have been notified in writing by the Department that any such initial filing or description of collateral was or has become defective, the Trustee shall be fully protected in relying on such initial filing and the information contained therein when filing any continuation statements or modifications thereto pursuant to this Section 5.14 or Section 1205 of the Indenture and when filing any continuation statements in the same filing offices as the initial filings were made.

Section 5.15. Continuing Disclosure Relating to Other Obligated Persons. The Board hereby determines that an Other Obligated Person would be an “obligated person” (as defined in Rule 15c2-12 (the “Rule”)), for whom financial information and operating data would be presented in any final official statement relating to the Series 202[5][6] [ ] Bonds had such Person been known at the time of the offering thereof. Based upon the objective criteria specified in the definition of Other Obligated Person, the Board concludes that no Borrower eligible to participate in the Program would be an Other Obligated Person.

Section 5.16. Agreement Regarding Assumption of Certain Home Loans. The Board agrees not to permit the assumption of any Mortgage Loan that would cause any Person to become an Other Obligated Person.

Section 5.17. Responsibilities of Trustee. Notwithstanding anything to the contrary in the Indenture: (a) subject to the provisions of subsection 2 of Section 902 of the Indenture, the Trustee shall not be liable in connection with the performance of its duties hereunder except for its own negligence or willful misconduct; and (b) the Trustee may act through agents or attorneys and shall not be responsible for the misconduct or negligence of such agents or attorneys appointed with due care. Subject to the provisions of Section 902 of the Indenture, the Department further agrees, to the extent permitted by law, to indemnify and save the Trustee harmless against any liabilities which it may incur in the exercise and performance of its powers and duties hereunder and which are not due to the Trustee’s negligence or willful misconduct. If the Trustee renders any service hereunder not provided for in the Indenture or this 202[5][6] [ ] Series Supplement or related financing documents or institutes interpleader proceedings relative hereto, the Trustee shall be compensated reasonably by the Department for such extraordinary services and reimbursed for any and all claims, liabilities, losses, damages, fines, penalties, and expenses, including out of pocket and incidental expenses and legal fees and expenses occasioned thereby. The Trustee shall have no responsibility with respect to any information, statement or recital in any official statement, offering memorandum or any other disclosure material prepared or distributed with respect to the Bonds, except for any information provided by the Trustee, and shall have no responsibility for compliance with any state or federal securities laws in connection with the Bonds. The permissive right of the Trustee to do things enumerated in the Indenture shall not be construed as a duty.

Section 5.18. Verifications of Statutory Representations and Covenants. The Trustee makes the following verifications, representation and covenants pursuant to Chapters 2252, 2271, 2274, and 2276, Texas Government Code (the “Government Code”), each as heretofore amended, in entering into this 202[5][6] [ ] Series Supplement, [the 202[5][6] [ ] Series Supplement,] Depository Agreement and the Continuing Disclosure Agreement dated as of [DOC DATE], between the Department and the Trustee (the “Disclosure Agreement”, and together with the 202[5][6] [ ] Series Supplement, [the 202[5][6] [ ] Series Supplement] and the Depository Agreement, each a “Representation Document”). As used in such verifications, “affiliate” means an entity that controls, is controlled by, or is under common control with the Trustee within the meaning of SEC Rule 405, 17 C.F.R. § 230.405, and exists to make a profit. Liability for breach of any such verification during the term of the respective Representation Document shall survive until barred by the applicable statute of limitations, and shall not be liquidated or otherwise limited by any provision of such Representation Document, notwithstanding anything in the applicable Representation Document to the contrary.

1. *Not a Sanctioned Company.* The Trustee represents that neither it nor any of its parent company, wholly- or majority-owned subsidiaries, and other affiliates is a company identified on a list prepared and maintained by the Texas Comptroller of Public Accounts under Section 2252.153, Government Code, or Section 2270.0201, Government Code. The foregoing representation excludes the Trustee and each of its parent company, wholly- or majority-owned subsidiaries, and other affiliates, if any, that the United States government has affirmatively declared to be excluded from its federal sanctions regime relating to Sudan or Iran or any federal sanctions regime relating to a foreign terrorist organization.



2. *No Boycott of Israel.* The Trustee hereby verifies that it and its parent company, wholly- or majority-owned subsidiaries, and other affiliates, if any, do not boycott Israel and will not boycott Israel during the term of each Representation Document. As used in the foregoing verification, “boycott Israel” has the meaning provided in Section 2271.001, Government Code.

3. *No Discrimination Against Firearm Entities.* The Trustee hereby verifies that it and its parent company, wholly- or majority-owned subsidiaries, and other affiliates, if any, do not have a practice, policy, guidance, or directive that discriminates against a firearm entity or firearm trade association and will not discriminate against a firearm entity or firearm trade association during the term of each Representation Document. As used in the foregoing verification, “discriminate against a firearm entity or firearm trade association” has the meaning provided in Section 2274.001(3), Government Code.

4. *No Boycott of Energy Companies.* The Trustee hereby verifies that it and its parent company, wholly- or majority-owned subsidiaries, and other affiliates, if any, do not boycott energy companies and will not boycott energy companies during the term of each Representation Document. As used in the foregoing verification, “boycott energy companies” has the meaning provided in Section 2276.001(1), Government Code.

The Trustee represents and verifies that it is aware of the Office of the Texas Attorney General’s (“Texas Attorney General”) All Bond Counsel Letter, dated November 1, 2023, that is available on the website of the Texas Attorney General using the following link: (<https://www.texasattorneygeneral.gov/sites/default/files/files/divisions/public-finance/ABCLetter-11-01-2023.pdf>) and the Texas Attorney General’s supplemental All Bond Counsel Letter, dated November 16, 2023, that is available on the website of the Texas Attorney General using the following link: (<https://texasattorneygeneral.gov/sites/default/files/files/divisions/public-finance/ABCLetter-11-06-2023.pdf> ). The Trustee represents and verifies that the Trustee has on file a standing letter (“Standing Letter”), in the form set forth as Exhibit A to the Updated Recommendations for Compliance with Texas BPA Verification and Representation Requirements issued by the Municipal Advisory Council of Texas, dated December 1, 2023 (available at <https://www.mactexas.com/Document/HB89Letter/>), addressing the representations and verifications in this Section 5.18.1 through 5.18.4.

The Trustee further represents and verifies that its Standing Letter remains in effect as of the Issuance Date and that the Texas Attorney General has not notified the Trustee that a determination has been made that the Trustee boycotts energy companies or has a policy that discriminates against firearm entities or firearm trade associations under the laws of the State of Texas.

Section 5.19. Instructions via Electronic Means. The Trustee shall have the right to accept and act upon instructions, including funds transfer instructions (“Instructions”), given pursuant to the Indenture and delivered using Electronic Means; provided, however, that the Department shall provide to the Trustee an incumbency certificate listing Authorized Representatives of the Department with the authority to provide such Instructions and containing specimen signatures of such Authorized Representative of the Department, which incumbency certificate shall be amended by the Department whenever a person is to be added or deleted from the listing. “Electronic Means” as used herein shall mean the following communications methods: e-mail, secure electronic transmission containing applicable authorization codes, passwords and/or authentication keys issued by the Trustee, or another method or system specified by the Trustee as available for use in connection with its services hereunder. If the Department elects to give the Trustee Instructions using Electronic Means and the Trustee in its discretion elects to act upon such Instructions, the Trustee’s understanding of such Instructions shall be deemed controlling. The Department understands and agrees that the Trustee cannot determine the identity of the actual sender of such Instructions and that the Trustee shall conclusively presume that directions that purport to have been sent by or on behalf of an Authorized Representative listed on the incumbency certificate provided to the Trustee have been sent by or on behalf of such Authorized Representative. The Department shall be responsible for ensuring that only Authorized Representatives of the Department transmit or authorize the transmission of such Instructions to the Trustee and that the Department and all Authorized Representatives of the Department are solely responsible to safeguard the use and confidentiality of applicable user and authorization codes, passwords and/or authentication keys upon receipt by the Department. The Trustee shall not be liable for any losses, costs or expenses arising directly or indirectly from the Trustee’s reliance upon and compliance with such Instructions notwithstanding such directions conflict or are inconsistent with a subsequent written instruction. The Department agrees: (i) to assume all risks arising out of the use of Electronic

Means to submit Instructions to the Trustee, including without limitation the risk of the Trustee acting on unauthorized Instructions, and the risk of interception or misuse by third parties; (ii) that it is fully informed of the protections and risks associated with the various methods of transmitting Instructions to the Trustee and that there may be more secure methods of transmitting Instructions than the method(s) selected by Department; (iii) that the security procedures (if any) to be followed in connection with its transmission of Instructions provide to it a commercially reasonable degree of protection in light of its particular needs and circumstances; and (iv) to notify the Trustee immediately upon learning of any compromise or unauthorized use of the security procedures.

Section 5.20. Letter of Instruction; Written Instructions. The Trustee may conclusively rely on any Letter of Instructions or written instructions delivered to the Trustee and shall not be responsible for any loss or liability resulting from the investment of funds or otherwise, but only so long as the Trustee follows such Letter of Instructions or written instructions in all material respects.

*[signature pages follow]*

IN WITNESS WHEREOF, the Department and the Trustee have caused this 202[5][6] [ ] Series Supplement to be signed on their behalf by their duly authorized representatives, all as of the date first hereinabove written.

TEXAS DEPARTMENT OF HOUSING AND  
COMMUNITY AFFAIRS

By: \_\_\_\_\_  
Director of Bond Finance

*Department's Signature Page to [NUMBER] Series Supplement*

TDHCA (RMRB SERIES 202[3][5] [ ])

IM-#10846807.2

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

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

*Trustee's Signature Page to [NUMBER]Series Supplement*

TDHCA (RMRB SERIES 202[3][5] [ ])

IM-#10846807.2

**EXHIBIT A**

**FORM OF BOND**

UNITED STATES OF AMERICA

STATE OF TEXAS

TEXAS DEPARTMENT OF HOUSING AND COMMUNITY AFFAIRS  
RESIDENTIAL MORTGAGE REVENUE {REFUNDING} BOND  
SERIES 202[5][6] [ ]

THE ORIGINAL PRINCIPAL AMOUNT OF THIS BOND IS SUBJECT TO REDUCTION  
UPON PAYMENT OF AMOUNTS CAUSING A PARTIAL REDEMPTION OF THIS BOND  
AS PROVIDED HEREIN; THE OUTSTANDING PRINCIPAL AMOUNT OF THIS BOND  
WILL BE AS SHOWN ON THE REGISTRY BOOKS KEPT BY THE WITHIN-NAMED  
TRUSTEE

[THE STATED PRINCIPAL AMOUNT OF THIS BOND WHILE REGISTERED IN THE  
NAME OF THE DEPOSITORY TRUST COMPANY, NEW YORK, NEW YORK, OR ITS  
NOMINEE MAY BE REDUCED BY THE AMOUNT OF REDEMPTIONS OF ANY BONDS  
OR PORTIONS THEREOF]<sup>1</sup>

No. \_\_\_\_\_ \$ \_\_\_\_\_

Interest Rate: \_\_\_\_\_ Dated Date: \_\_\_\_\_ CUSIP: \_\_\_\_\_ Maturity Date: \_\_\_\_\_

Registered Owner: \_\_\_\_\_

Principal Amount: \_\_\_\_\_ DOLLARS

The TEXAS DEPARTMENT OF HOUSING AND COMMUNITY AFFAIRS (herein called the “Department”), a public and official agency of the State of Texas, acknowledges itself indebted to, and FOR VALUE RECEIVED, hereby promises to pay to the registered owner named above or registered assigns, but solely from the sources and in the manner hereinafter provided, on the maturity date specified above, unless redeemed prior thereto as hereinafter provided, the principal amount set forth above in any coin or currency of the United States of America which at the time of payment is legal tender for the payment of public and private debts, and to pay interest on such principal amount in like coin or currency from the Dated Date (as defined below) of this Bond or from the most recent date to which interest on this Bond (or any Bond in exchange for, or in lieu of, which this Bond was issued), has been paid at the interest rate per annum set forth above, calculated on the basis of a 360-day year composed of twelve 30-day months, payable on [INITIAL INTEREST DATE], and each January 1 and July 1 thereafter, and on any other date on which this Bond is subject to redemption (each, an “Interest Payment Date”) to the date of maturity or earlier redemption, until the Department’s obligation with respect to the payment of such principal amount shall be discharged. The principal amount or Redemption Price of this Bond shall be payable upon presentation and surrender of this Bond, at the applicable office of The Bank of New York Mellon Trust Company, N.A. (such bank and any successor in such capacity being referred to as the “Trustee”). The interest on each Series 202[5][6] [ ] Bond shall be paid by check mailed on the Interest Payment Date to the Person in whose name such Series 202[5][6] [ ] Bond is registered at the close of business on the 15th day of the month (whether or not a Business Day) immediately preceding the applicable Interest Payment Date, at the address of such Person as shown on the Bond registration books

<sup>1</sup> To be deleted from the Initial Bond, and be included only in Series 202[3][5] [ ] Bonds registered in the name of DTC or its nominee.

kept by the Trustee. Notwithstanding the foregoing, in no event shall the cumulative amount of interest paid or payable on any Bond (including interest calculated as provided in the Indentures (as defined below), together with all other amounts that constitute interest on the Bonds under the laws of the State of Texas that are contracted for, charged, reserved, taken or received pursuant to the Indentures) through any Interest Payment Date or through the date of payment of such Bond (whether at maturity, by acceleration or upon earlier redemption) exceed the “net interest cost” that will produce a “net effective interest rate” of greater than 15% per annum or, to the extent allowed by law, such greater “net effective interest rate” as may be allowed from time to time. The terms “net interest cost” and “net effective interest rate,” as used herein, shall have the respective meanings ascribed to them in Chapter 1204, Texas Government Code, as amended. This Bond shall be dated as of the date six months preceding the Interest Payment Date next following the date of authentication hereof by the Trustee, unless such date of authentication shall be an Interest Payment Date, in which case this Bond shall be dated as of such Interest Payment Date, or unless such date of authentication shall be prior to [INITIAL INTEREST DATE], in which case this Bond shall be dated as of the Issuance Date; provided that if interest on this Bond shall be in default, Bonds issued in lieu of this Bond upon surrender for transfer or exchange may be dated as of the date to which interest has been paid in full on the Bonds surrendered (herein, the “Dated Date”).

This Bond is a limited obligation of the Department and is one of the Bonds of the Department designated “Residential Mortgage Revenue [Refunding] Bonds” (herein called the “Bonds”), issued and to be issued in various series under and pursuant to and in accordance with the provisions of Chapter 2306, Texas Government Code, as such may be amended from time to time (together with the laws of the State of Texas applicable to the Department, collectively, the “Act”), [Chapter 1207, Texas Government Code, as amended,] and Chapter 1371, Texas Government Code, as amended, and under and pursuant to an indenture of the Department entitled “Amended and Restated Residential Mortgage Revenue Bond Trust Indenture”, dated as of July 1, 2019, as amended and supplemented (herein called the “Indenture”), and a supplemental indenture of the Department entitled “[NUMBER] Supplemental Residential Mortgage Revenue Bond Trust Indenture”, dated as of [DOC DATE], authorizing the series of Bonds of which this Bond is a part (herein called the “Series Supplement” and together with the Indenture called the “Indentures”). All defined terms used herein, but not otherwise defined, shall have the same definitions ascribed to them in the Indentures. As provided in the Indenture, Bonds may be issued from time to time pursuant to supplemental indentures in one or more series, in various principal amounts, may mature at different times, may bear interest at different rates and subject to the provisions thereof, may otherwise vary. All Bonds issued and to be issued under the Indenture are and will be equally secured by the pledges, assignments in trust and covenants made therein, except as otherwise expressly provided or permitted in the Indenture.

THE PRINCIPAL OF AND INTEREST AND PREMIUM, IF ANY, ON THIS BOND ARE LIMITED OBLIGATIONS OF THE DEPARTMENT AND ARE PAYABLE ONLY FROM REVENUES OR FUNDS OF THE DEPARTMENT PLEDGED UNDER THE INDENTURES. THE BONDS ARE NOT AND DO NOT CREATE OR CONSTITUTE IN ANY WAY AN OBLIGATION, A DEBT OR A LIABILITY OF THE STATE OF TEXAS, OR CREATE OR CONSTITUTE A PLEDGE, GIVING OR LENDING OF THE FAITH OR CREDIT OR TAXING POWER OF THE STATE OF TEXAS. THE DEPARTMENT HAS NO TAXING POWER.

This Bond is one of a series of Bonds designated “Residential Mortgage Revenue [Refunding] Bonds, Series 202[5][6] [ ]” (herein sometimes called the “Series 202[5][6] [ ] Bonds”) issued in the aggregate initial principal amount of \$[PRINCIPAL] under the Indentures for the purpose of [(i) acquiring Mortgage Loans, or participations therein, through the purchase of 202[5][6] [ ] Mortgage Certificates, including funding loans for down payment and closing cost assistance with respect to Assisted Mortgage Loans, paying lender compensation related to the 202[5][6] [ ] Mortgage Loans[, repaying and/or currently refunding the Repaid FHLB Advances, thereby making funds available to acquire Mortgage Loans, or participations therein, through the purchase of the 202[5][6] [ ] Mortgage Certificates]; [(ii) the making of deposits in amounts, if any, required by the Indenture to be paid into one or more Funds from the proceeds of the Series 202[5][6] [ ] Bonds;] and (iii) the payment of Costs of Issuance][refunding the Refunded Bonds]. Copies of the Indentures are on file at the office of the Department and at the applicable office of the Trustee and reference to the Indentures and any and all supplements thereto and modifications and amendments thereof and to the Act is made for a description of the pledges, assignments in trust, and covenants securing the Bonds; the nature, extent, and manner of enforcement of such pledges, assignments in trust, and covenants; the rights and remedies of the registered owners of the Bonds with respect thereto; the terms and conditions upon which the Bonds are issued and may be issued thereunder; and other matters, to all of which the owner of this Bond assents by the

acceptance of this Bond. To the extent of any conflict between the terms and provisions of the Indentures and the terms and provisions of this Bond, the Indentures shall govern and control.

The owner of this Bond shall have no right to enforce the provisions of the Indentures, or to institute any action with respect to any Event of Default (as defined in the Indenture), or to institute, appear in, or defend any suit or other proceeding with respect thereto, except as provided in the Indentures.

This Bond is transferable, as provided in the Indentures, only upon the books of the Department kept for that purpose at the above-mentioned office of the Trustee, by the registered owner hereof in person, or by his duly authorized attorney, upon surrender of this Bond together with a written instrument of transfer satisfactory to the Trustee duly executed by the registered owner or his duly authorized attorney, and thereupon, a new Bond or Bonds in the same aggregate principal amount and maturity shall be issued to the transferee in exchange herefor as provided in the Indentures, and upon payment of the charges therein prescribed. The Department and the Trustee may deem and treat the person in whose name this Bond is registered as the absolute owner hereof for the purpose of receiving payment of, or on account of, the principal, Redemption Price or purchase price hereof and interest due hereon and for all other purposes.

[EXCEPT AS OTHERWISE PROVIDED IN THE INDENTURES, THIS BOND MAY BE TRANSFERRED, IN WHOLE BUT NOT IN PART, ONLY TO ANOTHER NOMINEE OF DTC OR TO A SUCCESSOR BOND DEPOSITORY OR TO A NOMINEE OF A SUCCESSOR BOND DEPOSITORY.]<sup>2</sup>

The Series 202[5][6] [ ] Bonds are issuable only in the form of fully registered Bonds without coupons in the denomination of \$[5,000] principal amount or any integral multiple thereof.

To the extent and in the manner permitted by the terms of the Indentures, the provisions of the Indentures, or any indenture amendatory thereof or supplemental thereto, may be modified or amended by the Department, with the written consent of the holders of at least 2/3 in principal amount of the Bonds of each series so affected then outstanding under the Indentures; provided, however, that if such modification or amendment will, by its terms, not take effect so long as any Bonds of any specified like series and maturity remain outstanding under the Indentures, the consent of the holders of such Bonds shall not be required and such Bonds shall not be deemed to be outstanding for the purpose of the calculation of outstanding Bonds. No such modification or amendment shall permit any of the following, without the consent of each Bondholder whose rights are affected thereby: a change in the terms of maturity or redemption of any Bond or of any installment of interest thereon; a reduction in the principal amount or Redemption Price of any Bond or in the rate of interest thereon; the creation of a lien on or a pledge of the revenues pledged under the Indenture or any portion thereof that is superior to or on a parity with the lien of the Indenture; the granting of a preference or priority of any Bond or Bonds over any other Bond or Bonds; or a reduction in the aggregate principal amount or classes of Bonds, of which the consent of the registered owners is required to effect any such modification or amendment.

The Series 202[5][6] [ ] Bonds are subject to redemption prior to stated maturity as set forth in the 202[5][6] [ ] Series Supplement.

In lieu of redeeming Series 202[5][6] [ ] Bonds, the Department has reserved the right in the Indenture to purchase such Bonds.

Written notice of redemption shall be provided to the registered owner of each Series 202[5][6] [ ] Bond to be redeemed, as shown on the Bond registration books kept by the Trustee, at least 30 days prior to the redemption date, in the manner and upon the terms and conditions set forth in the Indentures. If notice of redemption shall have been given as aforesaid, the Series 202[5][6] [ ] Bonds or portions thereof specified in said notice shall become due and payable on the redemption date therein fixed, and if, on the redemption date, moneys for the redemption of all the Series 202[5][6] [ ] Bonds or portions thereof to be redeemed, together with interest to the redemption date, shall be

---

<sup>2</sup> To be deleted from the initially issued Bonds.

available for such payment on said date, then from and after the redemption date interest on such Series 202[5][6] [ ] Bonds or portions thereof so called for redemption shall cease to accrue and be payable.

The Department reserves the right to regulate or restrict the yield or return on the investment of the moneys in any fund, account, or subaccount created under the Indentures or any supplemental indenture, if in the opinion of counsel, such regulation or restriction is necessary in order for the interest on the Bonds (other than any series of taxable Bonds issued under the Indenture) of any series issued or to be issued under the Indenture to be exempt from federal income taxation.

The Act provides that neither the officers or directors of the Department nor any person executing the Bonds shall be liable personally on the Bonds by reason of the issuance thereof.

It is hereby certified and recited that all conditions, acts, and things required by law and the Indentures to exist, to have happened, and to have been performed precedent to and in the issuance of this Bond, exist, have happened, and have been performed and that the issuance of this Bond and the series of Bonds of which it is a part are duly authorized by the laws of the State of Texas.

This Bond shall not be entitled to any benefit under the Indentures or be valid or become obligatory for any purpose until this Bond shall have been authenticated by the execution by the Trustee of the Trustee's Certificate or the execution by the Comptroller of Public Accounts of the State of Texas of the Comptroller's Registration Certificate hereon.

IN WITNESS WHEREOF, the TEXAS DEPARTMENT OF HOUSING AND COMMUNITY AFFAIRS has caused this Bond to be signed in its name and on its behalf by the manual or facsimile signature of its duly authorized representative, and its corporate seal (or a facsimile thereof) to be hereunto affixed, imprinted, engraved, or otherwise reproduced and attested by the manual or facsimile signature of its Secretary.

TEXAS DEPARTMENT OF HOUSING AND  
COMMUNITY AFFAIRS

By: \_\_\_\_\_  
[Vice] Chair

Attest:

\_\_\_\_\_  
Secretary

(SEAL)



[FORM OF COMPTROLLER'S REGISTRATION  
CERTIFICATE ON INITIAL BOND]

REGISTRATION CERTIFICATE OF COMPTROLLER OF PUBLIC ACCOUNTS

OFFICE OF THE COMPTROLLER  
OF PUBLIC ACCOUNTS  
THE STATE OF TEXAS

§  
§  
§

REGISTER NO. \_\_\_\_\_

I HEREBY CERTIFY that this Bond has been examined, certified as to validity and approved by the Attorney General of the State of Texas, and duly registered by the Texas Comptroller of Public Accounts.

Witness my signature and seal of office this \_\_\_\_\_.

\_\_\_\_\_  
Comptroller of Public Accounts  
of the State of Texas

(SEAL)

[FORM OF TRUSTEE'S CERTIFICATE OF AUTHENTICATION  
ON EACH BOND OTHER THAN THE INITIAL BOND]

TRUSTEE'S CERTIFICATE OF AUTHENTICATION

This Bond is one of the Bonds delivered pursuant to the within-mentioned Indenture.

Date of Authentication:

\_\_\_\_\_

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

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

[FORM OF ASSIGNMENT]

ASSIGNMENT

For value received, the undersigned sells, assigns, and transfers unto \_\_\_\_\_ the within Bond and does hereby irrevocably constitute and appoint \_\_\_\_\_ attorney to transfer the said Bond on the books kept for registration of the within Bond, with full power of substitution in the premises.

Dated: \_\_\_\_\_

\_\_\_\_\_  
NOTICE: The signature(s) on this assignment must correspond in every particular with the name(s) of the registered owner(s) appearing on the face of the within Bond.

Signature guaranteed by:

\_\_\_\_\_  
NOTICE: Signature must be guaranteed by an "eligible guarantor institution" meeting the requirements of the Trustee, which requirements will include membership or participation in STAMP or such other signature guaranty program as may be determined by the Trustee in addition to, or in substitution for, STAMP, all in accordance with the Securities Exchange Act of 1934, as amended.

**EXHIBIT B**

[[ ] TRANSFERRED MORTGAGE CERTIFICATES]

---

TEXAS DEPARTMENT OF HOUSING AND COMMUNITY AFFAIRS

[NUMBER] SUPPLEMENTAL RESIDENTIAL MORTGAGE  
REVENUE BOND TRUST INDENTURE

BETWEEN

TEXAS DEPARTMENT OF HOUSING AND COMMUNITY AFFAIRS

AND

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

AUTHORIZING

\$(PRINCIPAL)  
RESIDENTIAL MORTGAGE REVENUE [REFUNDING] BONDS,  
TAXABLE SERIES 202[5][6] [ ]

Dated as of [DOC DATE]

---

## TABLE OF CONTENTS

Parties .....	1
Recitals .....	1

### ARTICLE I DEFINITIONS, STATUTORY AUTHORITY AND PLEDGE OF SECURITY

Section 1.1.	Supplemental Indenture.....	2
Section 1.2.	Definitions .....	2
Section 1.3.	Authority for This 202[5][6] [ ] Series Supplement .....	8
Section 1.4.	Rules of Construction .....	8
Section 1.5.	Interpretation .....	8
Section 1.6.	Effect of Headings and Table of Contents.....	8
Section 1.7.	Indenture to Remain in Force .....	8
Section 1.8.	Successors and Assigns .....	8
Section 1.9.	Separability Clause.....	8
Section 1.10.	Benefits of this 202[5][6] [ ] Series Supplement .....	8
Section 1.11.	Governing Law .....	9
Section 1.12.	Miscellaneous .....	9
Section 1.13.	Granting Clause.....	9

### ARTICLE II AUTHORIZATION AND TERMS OF SERIES 202[5][6] [ ] BONDS

Section 2.1.	Authorization, Original Principal Amount, Designation, and Series.....	9
Section 2.2.	Purposes .....	9
Section 2.3.	Registered Bonds Only, Dates, Denominations, Numbers, and Letters .....	9
Section 2.4.	Interest Payment Dates, Interest Rates and Maturities of the Series 202[5][6] [ ] Bonds.....	10
Section 2.5.	Paying Agent; Method and Place of Payment .....	10
Section 2.6.	Bond Depository; Book-Entry System .....	10
Section 2.7.	Redemption Prices and Terms.....	12
Section 2.8.	Notice of Redemption; Selection of Series 202[5][6] [ ] Bonds to Be Redeemed.....	12
Section 2.9.	Creation of Additional Funds, Accounts and Subaccounts and Application Thereof .....	12
Section 2.10.	Initial Deposits and Transfers into Funds, Accounts and Subaccounts .....	13
Section 2.11.	Transfer of and Representations and Covenants Relating to [ ] Transferred Mortgage Certificates .....	13
Section 2.12.	Form of Series 202[5][6] [ ] Bonds .....	13
Section 2.13.	Reserved .....	14
Section 2.14.	Transfers from 202[5][6] [ ] Residual Revenues Account.....	14
Section 2.15.	202[5][6] [ ] Mortgage Loan Account.....	14
Section 2.16.	202[5][6] [ ] Mortgage Certificate Acquisition .....	14

### ARTICLE III [REDEMPTION]

Section 3.1.	Redemption of Refunded Bonds.....	15
Section 3.2.	Sale of [ ] Transferred Mortgage Certificates .....	15

### ARTICLE IV RESERVED

### ARTICLE V OTHER MATTERS

Section 5.1.	Reserved .....	16
Section 5.2.	Transfer of Unexpended Proceeds.....	16
Section 5.3.	Application of Amounts in 202[5][6] [ ] Revenue Account .....	16
Section 5.4.	Application of Residual Revenues .....	17
Section 5.5.	Limitations on Mortgage Loans .....	17
Section 5.6.	Covenant Relating to the Program Agreement .....	18
Section 5.7.	Depository .....	18
Section 5.8.	Certain Requirements Applicable to Cashflow Statements .....	18
Section 5.9.	Certain Conditions of Issuance of the Series 202[5][6] [ ] Bonds .....	18
Section 5.10.	Sale of Series 202[5][6] [ ] Bonds .....	18
Section 5.11.	Execution in Several Counterparts .....	18
Section 5.12.	Certain Duties of the Department .....	18
Section 5.13.	No Recourse on Series 202[5][6] [ ] Bonds.....	19
Section 5.14.	Protection of Trust Estate .....	19
Section 5.15.	Continuing Disclosure Relating to Other Obligated Persons .....	19
Section 5.16.	Agreement Regarding Assumption of Certain Home Loans .....	20
Section 5.17.	Responsibilities of Trustee .....	20
Section 5.18.	Verifications of Statutory Representations and Covenants .....	20
Section 5.19.	Instructions via Electronic Means .....	20
Section 5.20.	Letter of Instruction; Written Instructions .....	21
Exhibit A – Form of Bond.....		A-1
Exhibit B – [[ ] TRANSFERRED MORTGAGE CERTIFICATES] .....		B-1

**[NUMBER] SUPPLEMENTAL RESIDENTIAL MORTGAGE  
REVENUE BOND TRUST INDENTURE**

THIS [NUMBER] SUPPLEMENTAL RESIDENTIAL MORTGAGE REVENUE BOND TRUST INDENTURE, dated as of [DOC DATE] (together with any amendments hereto, this “202[5][6] [ ] Series Supplement”), is made by and between the TEXAS DEPARTMENT OF HOUSING AND COMMUNITY AFFAIRS, a public and official agency of the State of Texas (together with any successor to its rights, duties, and obligations hereunder, the “Department”), and THE BANK OF NEW YORK MELLON TRUST COMPANY, N.A., a national banking association, as trustee (as successor trustee to MTrust Corp, and together with any successor trustee hereunder, the “Trustee”).

**RECITALS**

WHEREAS, the Department and the Trustee have heretofore executed and delivered that certain Amended and Restated Residential Mortgage Revenue Bond Trust Indenture dated as of July 1, 2019, as amended and supplemented from time to time (the “Indenture”), providing for the issuance from time to time by the Department of one or more series of its Residential Mortgage Revenue Bonds (collectively, the “Bonds”); and

WHEREAS, the Department has been created and organized pursuant to and in accordance with the provisions of Chapter 2306, Texas Government Code, as such may be amended from time to time (together with other laws of the State of Texas (the “State”) applicable to the Department, the “Act”), for the purpose, among others, of providing a means of financing the costs of residential ownership, development and rehabilitation that will provide safe and sanitary housing for persons and families of low and very low income and families of moderate income (as described in the Act and as determined by the Governing Board of the Department from time to time) at prices they can afford; and

[WHEREAS, the Act authorizes the Department: (i) to make and acquire, and to enter into advance commitments to make and acquire, mortgage loans (including participations therein) secured by mortgages on residential housing in the State; (ii) to issue its bonds for the purpose of obtaining funds to make and acquire such mortgage loans or participations therein, to establish necessary reserve funds and to pay administrative and other costs incurred in connection with the issuance of such bonds; and (iii) to pledge all or any part of the revenues, receipts or resources of the Department, including the revenues and receipts to be received by the Department from such mortgage loans or participations therein, and to mortgage, pledge or grant security interests in such mortgages, mortgage loans or participations therein or other property of the Department, to secure the payment of the principal or redemption price of and interest on such bonds; and]

[WHEREAS, the Department is authorized under the Act and Chapter 1207, Texas Government Code, as amended, to issue bonds to refund its outstanding obligations and is authorized under the Indenture to issue bonds to refund Bonds issued under the Indenture; and

WHEREAS, Section 1207.002, Texas Government Code, as amended, authorizes the Department to issue refunding bonds to refund all or any part of the Department’s outstanding bonds, notes or other general or special obligations; and]

WHEREAS, Section 1002 of the Indenture authorizes the Department and the Trustee to execute and deliver a supplemental indenture, authorizing Bonds of a Series to include any other matters and things relative to such Bonds which are not inconsistent with or contrary to the Indenture, to add to the covenants of the Department, and to pledge other moneys, securities or funds as part of the Trust Estate; and

WHEREAS, pursuant to the Act and Chapter 1371, Texas Government Code, as amended (“Chapter 1371”), the Department has determined to issue its Residential Mortgage Revenue [Refunding] Bonds, Taxable Series 202[5][6] [ ] in an aggregate principal amount of \$[PRINCIPAL] (the “Series 202[5][6] [ ] Bonds”) pursuant to the Indenture and this 202[5][6] [ ] Series Supplement to [(i) obtain funds to acquire 202[5][6] [ ] Mortgage Certificates backed by Mortgage Loans secured by mortgages on residential housing in the State owned and occupied by persons and families of low and very low income and families of moderate income, to provide down payment and



closing cost assistance with respect to Assisted Mortgage Loans (as hereinafter defined), to pay lender compensation related to the 202[5][6] [ ] Mortgage Loans; [(ii) the making of deposits in amounts, if any, required by the Indenture to be paid into one or more Funds from the proceeds of the Series 202[5][6] [ ] Bonds;] and (iii) the payment of Costs of Issuance][refunding its Outstanding Residential Mortgage Revenue Bonds, Series [ ] (collectively, ]the “Refunded Bonds”)] all under and in accordance with the Constitution and the laws of the State; and

[WHEREAS, concurrently with the execution of this 202[5][6] [ ] Series Supplement, the Department and the Trustee are also entering into that certain [NUMBER] Supplemental Residential Mortgage Revenue Bond Trust Indenture of even date herewith (together with any amendments thereto, the “202[5][6] [ ] Series Supplement”) by and between the Department and the Trustee, pursuant to which the Department intends to issue its Residential Mortgage Revenue [Refunding] Bonds, [Taxable] Series 202[5][6] [ ] (the “Series 2024D Bonds”, and together with the Series 202[5][6] [ ] Bonds, the “Series 202[5][6][ ] Bonds”) for the purposes described in the 202[5][6] [ ] Series Supplement; and]

WHEREAS, the execution and delivery of this 202[5][6] [ ] Series Supplement and the issuance of the Series 202[5][6] [ ] Bonds have been in all respects duly and validly authorized by a written resolution of the Governing Board of the Department; and

WHEREAS, the Trustee has accepted the trusts created by the Indenture and this 202[5][6] [ ] Series Supplement and in evidence thereof has joined in the execution and delivery hereof; and

WHEREAS, except as provided herein, all acts and conditions and things required by the Constitution and laws of the State to happen, exist and be performed precedent to execution and delivery of this 202[5][6] [ ] Series Supplement have happened, exist and have been performed as so required in order to make the Indenture, as supplemented by this 202[5][6] [ ] Series Supplement, a valid, binding and legal instrument for the security of the Series 202[5][6] [ ] Bonds and a valid and binding agreement in accordance with its terms;

NOW, THEREFORE, in consideration of the premises, the acceptance by the Trustee of the trusts hereby created, the purchase and acceptance of the Series 202[5][6] [ ] Bonds by the holders thereof from time to time, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, and for the further purpose of fixing and declaring the terms and conditions upon which the Series 202[5][6] [ ] Bonds are to be issued, authenticated, delivered and accepted by the holders thereof from time to time, the Department and the Trustee do hereby mutually covenant and agree, for the equal and proportionate benefit of the respective holders from time to time of the Bonds, including the Series 202[5][6] [ ] Bonds, as follows:

## ARTICLE I

### DEFINITIONS, STATUTORY AUTHORITY AND PLEDGE OF SECURITY

Section 1.1. Supplemental Indenture. This 202[5][6] [ ] Series Supplement is supplemental to, and is adopted in accordance with, Article III and Article X of the Indenture.

Section 1.2. Definitions.

1. Unless defined in subsection (b) of this Section 1.2 or unless the context shall require otherwise, all defined terms contained in the Indenture shall have the same meanings in this 202[5][6] [ ] Series Supplement (other than in the form of Series 202[5][6] [ ] Bond set forth in Exhibit A hereto) as such defined terms are given in Section 101 of the Indenture.

2. As used in this 202[5][6] [ ] Series Supplement (other than in the form of Series 202[5][6] [ ] Bond set forth in Exhibit A hereto), unless the context shall otherwise require, the following terms shall have the following respective meanings:

“Account” or “Accounts” shall mean any one or more, as the case may be, of the separate special trust accounts pertaining to the Series 202[5][6] [ ] Bonds created and established in Section 2.9 of this 202[5][6] [ ] Series Supplement.

“Assisted Mortgage Loans” shall mean 202[5][6] [ ] Mortgage Loans that include a related DPA Loan to provide down payment and closing cost assistance][has the meaning given to such term in the 202[5][6] [ ] Series Supplement].

“Authorized Denominations” shall mean \$[5,000] principal amount or any integral multiples thereof.

“Authorized Representative of the Department” shall mean the [Chair or Vice Chair of the Board of the Department, the Executive Director of the Department, the Director of Administration of the Department, the Director of Financial Administration of the Department, the Deputy Executive Director of Housing Finance of the Department and the Secretary or any Assistant Secretary to the Board] or any officer or employee of the Department authorized to perform specific acts or duties by resolution duly adopted by the Board and as evidenced by a written certificate delivered to the Trustee containing the specimen signature of such person.

“Board” shall mean the Governing Board of the Department.

“Bond Counsel” shall mean a firm or firms of attorneys selected by the Department, and acceptable to the Trustee, experienced in the field of housing revenue bonds the interest on which is excludable from gross income for federal income tax purposes, and whose legal opinion on such bonds is acceptable in national bond markets.

“Bond Depository” shall mean The Depository Trust Company, New York, New York, a limited purpose trust company organized under the laws of the State of New York, and any successor Bond Depository appointed pursuant to Section 913 of the Indenture and Section 2.6 hereof.

“Business Day” shall mean any day other than a (i) Saturday or Sunday, (ii) day on which banking institutions in New York, New York, the State, or the city in which the payment office of the Paying Agent is located are authorized or obligated by law or executive order to be closed for business, or (iii) day on which the New York Stock Exchange is closed.

“Certificate Accrued Interest” shall mean the amount of interest received in the month following the month of the purchase of a 202[5][6] [ ] Mortgage Certificate by the Trustee which represents the number of days of interest on such 202[5][6] [ ] Mortgage Certificate at the applicable Pass-Through Rate from the first day of the month of purchase to, but not including, the Certificate Purchase Date.

“Certificate Purchase Date” shall mean, with respect to a 202[5][6] [ ] Mortgage Certificate, the date of purchase thereof by the Trustee on behalf of the Department in accordance with the Servicing Agreement.

“Certificate Purchase Period” shall mean the period from the Issuance Date to and including [ ], but which may be extended in accordance with Section 5.2 of this 202[5][6] [ ] Series Supplement.

“Chapter 1371” has the meaning given to such term in the recitals hereto.

“Code” shall mean the Internal Revenue Code of 1986, as amended, and, with respect to a specific section thereof, such reference shall be deemed to include (a) the Regulations promulgated under such section, (b) any successor provision of similar import hereafter enacted, (c) any corresponding provision of any subsequent Internal Revenue Code and (d) the regulations promulgated under the provisions described in clauses (b) and (c).

“Compliance Agent” shall mean Hilltop Securities Inc., and its successors and assigns.

“Compliance Agreement” shall mean the Program Administration Agreement dated as of May 24, 2023, by and between the Department and the Compliance Agent, together with any amendments thereto.

“Comptroller” means the Comptroller of Public Accounts of the State of Texas.

“Contract for Deed Exception” shall mean the exception from certain Mortgage Loan eligibility requirements available with respect to a Borrower possessing land under a contract for deed, as provided in Section 143(i)(1)(C) of the Code.

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

“Counsel’s Opinion” shall mean a written opinion signed by an attorney or firm of attorneys of nationally recognized standing in the field of law relating to municipal bonds (who may also be counsel to the Department) selected by the Department and satisfactory to the Trustee.

“Depository” shall mean the Texas Treasury Safekeeping Trust Company, acting in accordance with the Depository Agreement, and any bank or trust company appointed pursuant to Section 914 of the Indenture and Section 5.7 hereof to act as depository of certain moneys and investments.

“Depository Agreement” shall mean that certain [ ] Supplement to Amended and Restated Depository Agreement dated as of the date hereof, by and among the Department, the Trustee and the Depository relating to the Series 202[5][6] [ ] Bonds, together with any amendments or supplements thereto.

“Depository Participant” shall mean a broker, dealer, bank, other financial institution or any other Person for whom from time to time a Bond Depository effects book-entry transfers and pledges of securities deposited with such Bond Depository.

“DPA Loan” means a subordinated, no stated interest loan for down payment and closing costs made to a mortgagor under the Program in an amount as identified in the commitment lot notice applicable to a 202[5][6] [ ] Mortgage Loan, subject to adjustment from time to time at the direction of the Department. DPA Loans are due on sale, refinance, or repayment of the first mortgage and have a thirty year term. DPA Loans are not considered Mortgage Loans.

“Ginnie Mae” shall mean the Government National Mortgage Association, a wholly-owned corporate instrumentality of the United States of America within the Department of Housing and Urban Development, whose powers are prescribed generally by Title III of the National Housing Act of 1934, as amended (12 U.S.C. § 1716 et seq.), and any successor thereto.

“Ginnie Mae Certificate” shall mean a fully-modified, mortgage-backed, pass-through security issued by the Servicer in accordance with the applicable Ginnie Mae Guide bearing interest at the applicable Pass-Through Rate and representing the beneficial ownership interest in a Ginnie Mae pool, registered in the name of the Trustee and guaranteed as to timely payment of principal and interest by Ginnie Mae pursuant to Section 306(g) of Title III of the National Housing Act of 1934 and regulations promulgated thereunder backed by Mortgage Loans originated by Mortgage Lenders under the Program and packaged by the Servicer into a Ginnie Mae pool.

“Ginnie Mae Certificate Purchase Price” shall mean, with respect to the Program and the purchase of any Ginnie Mae Certificate thereunder by the Trustee on any Certificate Purchase Date, the total of 100% of the principal balance of the 202[5][6] [ ] Mortgage Loans in the applicable Mortgage Pool on record with Ginnie Mae (subject to adjustment upon written notice from the Department) on the first day of the month in which the subject Certificate Purchase Date occurs, but shall not include any Certificate Accrued Interest thereon.

“Ginnie Mae Guaranty Agreement” shall mean, with respect to the Program, the Commitment to Guarantee Mortgage-Backed Securities (Form HUD-11704) (whether one or more) issued by Ginnie Mae to the Servicer, together with any amendments or supplements thereto or extensions thereof.

“Indenture” shall mean the Amended and Restated Residential Mortgage Revenue Bond Trust Indenture dated as of July 1, 2019, between the Department and the Trustee, as supplemented and amended from time to time.

“Initial Bond” means the Series 202[5][6] [ ] Bond approved by the Attorney General of the State of Texas and registered by the Comptroller.

[NEW MONEY]“Interest Payment Date” shall mean, with respect to the Series 202[5][6] [ ] Bonds, each July 1 and January 1, commencing [INITIAL INTEREST DATE], and any other date on which the Series 202[5][6] [ ] Bonds are subject to redemption.

[REFUNDING]“Interest Payment Date” shall mean, with respect to the Series 202[5][6] [ ] Bonds, the first day of each month, commencing [INITIAL INTEREST DATE], and any other date on which the Series 202[5][6] [ ] Bonds are subject to redemption.

“Issuance Date” shall mean [CLOSING DATE], the date of initial issuance and delivery of the Series 202[5][6] [ ] Bonds to the Underwriters, as initial purchasers thereof, in exchange for payment of the purchase price of the Series 202[5][6] [ ] Bonds.

“Letter of Instructions” shall mean, with respect to the Series 202[5][6] [ ] Bonds, a written directive and authorization to the Trustee or any Depository specifying the period of time for which such directive and authorization shall remain in effect, executed by two Authorized Representatives of the Department.

“Letter of Representations” shall mean that certain DTC Blanket Issuer Letter of Representations executed by the Department and the Bond Depository.

[NEW MONEY]“Mortgage Loan Principal Payment” shall mean, with respect to any 202[5][6] [ ] Mortgage Loan, all amounts representing (i) scheduled payments of principal thereof and (ii) Mortgage Loan Principal Prepayments other than portions, if any, of Mortgage Loan Principal Prepayments representing any penalty, fee, premium or other additional charge for the prepayment of principal which may be paid pursuant to the terms of such 202[5][6] [ ] Mortgage Loan.

[REFUNDING]“Mortgage Loan Principal Payments” shall mean all Mortgage Loan Principal Prepayments and all regularly scheduled payments of principal with respect to all Mortgage Loans included in the [ ] Transferred Mortgage Certificates.

“Mortgage Origination Agreement” shall mean the Master Mortgage Origination Agreement by and between the Department and a Mortgage Lender, together with any amendments thereto.

“Mortgage Pool” shall have the meaning assigned to the term “Pool” in the Servicing Agreement.

“Optional Redemption Date” shall mean [OPTIONAL REDEMPTION DATE].

“Other Obligated Person” shall mean a Person that is a mortgagor with respect to at least 20% in aggregate principal amount of the Mortgage Loans held under the Indenture.

“Pass-Through Rate” shall mean the interest rate accruing each month on a 202[5][6] [ ] Mortgage Certificate, which will equal the mortgage rate of the 202[5][6] [ ] Mortgage Loans backing the 202[5][6] [ ] Mortgage Certificate less servicing and guaranty fees, which fees are retained by the Servicer.

“Paying Agent” shall mean the Trustee.

“Pricing Certificate” means the certificate dated [\_\_\_\_], setting forth the final terms for the Series 202[5][6] [\_\_\_\_] Bonds, executed by an Authorized Representative in accordance with the Resolution.

“Program” shall mean the Department’s Single Family Mortgage Purchase Program as set forth and implemented through the Program Agreement.

“Program Agreement” shall mean, collectively, the Mortgage Origination Agreement, the Servicing Agreement, the Compliance Agreement and the Program Guidelines.

“Program Guidelines” shall mean the Program Guidelines for Texas Department of Housing and Community Affairs effective February 21, 2025, relating to specific provisions of the Program, as amended from time to time.

“Purchase Agreement” shall mean the Bond Purchase Agreement dated [PRICING DATE], between the Department and the Underwriters providing for the purchase of the Series 202[5][6] [\_\_\_\_] Bonds by the Underwriters, as amended or supplemented from time to time.

“Rating Agency” shall mean: (i) S&P Global Ratings, a division of S&P Global Inc., and any successor thereto; and (ii) Moody’s Investors Service, Inc. and any successor thereto to the extent either agency then has a rating on the Bonds in effect at the request of the Department.

“Record Date” shall mean the close of business on the 15th day of the month (whether or not a Business Day) immediately preceding an Interest Payment Date.

“Redemption Price” shall mean, with respect to any Series 202[5][6] [\_\_\_\_] Bond, the principal amount thereof, plus the applicable premium, if any, payable upon redemption thereof pursuant to such Series 202[5][6] [\_\_\_\_] Bond or the Indentures.

[“Refunded Bonds” shall mean all of the Department’s Outstanding Residential Mortgage Revenue Bonds, Series [\_\_\_\_]. ]

“Regulations” means the applicable proposed, temporary or final Treasury Regulations promulgated under the Code or, to the extent applicable to the Code, under the Internal Revenue Code of 1954, as such regulations may be amended or supplemented from time to time.

“Representative” shall mean [REPRESENTATIVE].

“Resolution” means Resolution No. [\_\_\_\_] authorizing the Bonds, as the same may be amended from time to time in accordance with the terms thereof.

“Revenues” shall mean in addition to those items defined as such in the Indenture, all amounts paid or required to be paid from time to time on the 202[5][6] [\_\_\_\_] Mortgage Certificates, including any payments received from Ginnie Mae pursuant to the Ginnie Mae Certificates, all Mortgage Loan Principal Payments representing the same, all prepayment premiums or penalties received by or on behalf of the Department in respect of the 202[5][6] [\_\_\_\_] Mortgage Certificates and all other net proceeds of such 202[5][6] [\_\_\_\_] Mortgage Certificates.

“RHS” shall mean the United States Department of Agriculture, Rural Housing Service, formerly known as Farmers Home Administration, or any successor thereto.

“Series 202[5][6] [\_\_\_\_] Bonds” has the meaning given to such term in the recitals hereto.

“Series 202[5][6] [\_\_\_\_] Supplement” has the meaning given to such term in the first paragraph hereof.

“Servicer” shall mean (i) TMS, or any successor thereto as servicer for the Program, including any designee to act as subservicer on its behalf; and (ii) any additional servicer for the Program as selected by the Department.

“Servicing Agreement” shall mean (i) with respect to TMS, the Servicing Agreement dated as of December 30, 2024, by and between the Department and TMS; and (ii) with respect to any additional servicer, the servicing agreement executed by the Department and such servicer, in any case together with any amendments thereto.

“Sinking Fund Installment” means the principal amount of the Series 202[5][6] [ ] Bonds subject to scheduled mandatory redemption on the respective redemption dates set forth in Section 2.7.4 hereof.

“State” shall mean the State of Texas.

“Subaccount” or “Subaccounts” shall mean any one or more, as the case may be, of the special subaccounts pertaining to the Series 202[5][6] [ ] Bonds created in certain Accounts pursuant to Section 2.9 hereof.

“TMS” shall mean The Money Source, Inc., a licensed lender and loan servicer.

“202[5][6] [ ] Administrative Subaccount” shall mean the 202[5][6] [ ] Administrative Subaccount established within the 202[5][6] [ ] Mortgage Loan Account pursuant to Section 2.9(1)(c)(2) hereof.

“202[5][6] [ ] Bond Proceeds Fund” shall mean the 202[5][6] [ ] Bond Proceeds Fund established pursuant to Section 2.9(1)(a) hereof.

[“202[5][6] [ ] Capitalized Interest Subaccount” shall mean the 202[5][6] [ ] Capitalized Interest Subaccount established within the 202[5][6] [ ] Revenue Account pursuant to Section 2.9(1)(d) hereof.]

[“202[5][6] [ ] Cost of Issuance Account” shall mean the 202[5][6] [ ] Costs of Issuance Account established within the Cost of Issuance Fund pursuant to Section 2.9 hereof.]

[“202[5][6] [ ] Down Payment Assistance Subaccount” shall mean the 202[5][6] [ ] Down Payment Assistance Subaccount established within the 202[5][6] [ ] Mortgage Loan Account pursuant to Section 2.9(1)(c)(1) hereof.]

“202[5][6] [ ] Expense Account” shall mean the 202[5][6] [ ] Expense Account established within the Expense Fund pursuant to Section 2.9 hereof.

“202[5][6] [ ] Interest Account” shall mean the 202[5][6] [ ] Interest Account established within the Interest Fund pursuant to Section 2.9 hereof.

“202[5][6] [ ] Mortgage Certificates” shall mean the proportionate interests in the 202[5][6] [ ] Mortgage Certificates purchased by the Trustee on the Issuance Date and on any future date from amounts on deposit in the 202[5][6] [ ] Mortgage Loan Account.

“202[5][6] [ ] Mortgage Loan Account” shall mean the 202[5][6] [ ] Mortgage Loan Account established within the Mortgage Loan Fund pursuant to Section 2.9 hereof.

“202[5][6] [ ] Mortgage Loans” shall mean the Mortgage Loans included in each Mortgage Pool represented by a 202[5][6] [ ] Mortgage Certificate.

“202[5][6] [ ] Principal Account” shall mean the 202[5][6] [ ] Principal Account established within the Principal Fund pursuant to Section 2.9 hereof.

“202[5][6] [ ] Residual Revenues Account” shall mean the 202[5][6] [ ] Residual Revenues Account established within the Residual Revenues Fund pursuant to Section 2.9 hereof.

“202[5][6] [ ] Revenue Account” shall mean the 202[5][6] [ ] Revenue Account established within the Revenue Fund pursuant to Section 2.9 hereof.

“202[5][6] [ ] Special Redemption Account” shall mean the 202[5][6] [ ] Special Redemption Account established within the Special Redemption Fund established to Section 2.9 hereof.

“202[5][6][ ] Mortgage Certificates” shall mean Ginnie Mae Certificates that evidence beneficial ownership of and a participation in a Mortgage Pool, that satisfy the requirements of Section 2.15 hereof and the 202[5][6] [ ] Series Supplement and are pledged by the Department to the Trustee pursuant to the Indenture, this 202[5][6] [ ] Series Supplement and the 202[5][6] [ ] Series Supplement, as described in any Letter of Instructions to the Trustee described in Section 2.15(2) hereof and the 202[5][6] [ ] Series Supplement.

“[ ] Transferred Mortgage Certificates” shall mean the Mortgage Certificates allocated to the [ ] Mortgage Loan Account as described in Exhibit B hereto.

“Underwriters” shall mean the Representative and the other underwriters named on the schedule attached to the Purchase Agreement.

Section 1.3. Authority for This 202[5][6] [ ] Series Supplement. This 202[5][6] [ ] Series Supplement is adopted pursuant to the provisions of the Act and the Indenture, particularly Section 1002(1) thereof.

Section 1.4. Rules of Construction.

1. For all purposes of this 202[5][6] [ ] Series Supplement unless the context requires otherwise, all references to designated Articles, Sections and other subdivisions are to the articles, sections and other subdivisions of this 202[5][6] [ ] Series Supplement.

2. Except where the context otherwise requires, terms defined in this 202[5][6] [ ] Series Supplement to impart the singular number shall be considered to include the plural number and vice versa.

3. Unless the context requires otherwise, words of the masculine gender shall be construed to include correlative words of the feminine and neuter genders and vice versa.

4. This 202[5][6] [ ] Series Supplement and all the terms and provisions hereof shall be liberally construed to effectuate the purposes set forth herein and to sustain the validity of this 202[5][6] [ ] Series Supplement and the Indenture which it supplements.

Section 1.5. Interpretation. The Table of Contents, titles and headings of the Articles and Sections of this 202[5][6] [ ] Series Supplement have been inserted for convenience of reference only and are not to be considered a part hereof and shall not in any way modify or restrict the terms of provisions hereof.

Section 1.6. Effect of Headings and Table of Contents. The Article and Section headings herein and the Table of Contents are for convenience only and shall not affect the construction hereof.

Section 1.7. Indenture to Remain in Force. Except as amended by this 202[5][6] [ ] Series Supplement, the Indenture shall remain in full force and effect as to the matters covered therein.

Section 1.8. Successors and Assigns. All covenants and agreements in this 202[5][6] [ ] Series Supplement by the Department and the Trustee shall bind their respective successors and assigns, whether so expressed or not.

Section 1.9. Separability Clause. In case any provision in this 202[5][6] [ ] Series Supplement shall be invalid, illegal or unenforceable, the validity, legality and enforceability of the remaining provisions shall not in any way be affected or impaired thereby.

Section 1.10. Benefits of this 202[5][6] [ ] Series Supplement. Nothing in this 202[5][6] [ ] Series Supplement or in the Bonds, express or implied, shall give to any Person, other than the parties hereto, their successors

hereunder, and the Holders of Bonds any benefit or any legal or equitable right, remedy or claim under this 202[5][6] [ ] Series Supplement.

Section 1.11. Governing Law. This 202[5][6] [ ] Series Supplement shall be construed in accordance with and governed by the laws of the State.

Section 1.12. Miscellaneous. Every “request,” “order,” “demand,” “application,” “notice,” “statement,” “certificate,” “consent,” “instruction,” or similar action hereunder shall, unless the form thereof is specifically provided herein, be in writing, and in the case of the Department signed by an Authorized Representative of the Department or in the case of any other Person signed by its President or Vice President, or other officer serving in similar capacities specifically authorized to execute such writing on behalf of any other Person, as the case may be.

Section 1.13. Granting Clause. In order to secure the payment of the principal of, premium, if any, and interest on the Bonds as the same become due and payable, whether at maturity or by prior redemption, and the performance and observance of all of the covenants and conditions herein contained, and in consideration of the premises, the acceptance by the Trustee of the trust hereby created, the purchase and acceptance of the Bonds by the holders thereof and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Department does hereby GRANT, BARGAIN, CONVEY, ASSIGN, MORTGAGE, and PLEDGE to the Trustee and its successors in trust hereunder all rights, title and interest of the Department now owned or hereafter acquired in and to the DPA Loans and the 202[5][6] [ ] Mortgage Certificates, all amounts that may be received with respect to the DPA Loans and the 202[5][6] [ ] Mortgage Certificates and the Ginnie Mae Guaranty Agreement, any right of the Department under any Ginnie Mae Guaranty Agreement with respect to the 202[5][6] [ ] Mortgage Certificates held under the Indenture, including any amendments, extensions, or renewals of the terms thereof, including, without limitation, all present and future rights of the Department to make claim for, collect and receive any income, revenues, issues, profits, insurance proceeds and other sums of money payable to the account of or receivable by the Department under the DPA Loans and the 202[5][6] [ ] Mortgage Certificates, to bring actions and proceedings under the DPA Loans and the 202[5][6] [ ] Mortgage Certificates, or for the enforcement thereof, and to do any and all things which the Department is or may become entitled to do under the 202[5][6] [ ] Mortgage Certificates, and the holders of the Bonds are by such pledge and assignment afforded a beneficial interest in such DPA Loans and the 202[5][6] [ ] Mortgage Certificates.

## ARTICLE II

### AUTHORIZATION AND TERMS OF SERIES 202[5][6] [ ] BONDS

Section 2.1. Authorization, Original Principal Amount, Designation, and Series. In accordance with and subject to the terms, conditions, and limitations established in the Indenture and this 202[5][6] [ ] Series Supplement, a Series of Bonds is hereby authorized to be issued in the original aggregate principal amount of \$[PRINCIPAL]. Each Bond of this Series of Bonds shall be entitled “Texas Department of Housing and Community Affairs Residential Mortgage Revenue [Refunding] Bond, Taxable Series 202[5][6] [ ].” The terms of the Series 202[5][6] [ ] Bonds shall be as set forth in Article III of the Indenture and this Article II.

Section 2.2. Purposes. The Series 202[5][6] [ ] Bonds are issued in accordance with subsection 1(3)(b) of Section 302 of the Indenture for the purpose of [(i) acquiring Mortgage Loans, or participations therein, through the purchase of 202[5][6] [ ] Mortgage Certificates, including funding loans for down payment and closing cost assistance with respect to Assisted Mortgage Loans and paying lender compensation related to the 202[5][6] [ ] Mortgage Loans; [(ii) the making of deposits in amounts, if any, required by the Indenture to be paid into one or more Funds from the proceeds of the Series 202[5][6] [ ] Bonds;] and [(iii) the payment of Costs of Issuance][refunding the Refunded Bonds.]

Section 2.3. Registered Bonds Only, Dates, Denominations, Numbers, and Letters.

1. The Series 202[5][6] [ ] Bonds shall be issuable only in the form of fully registered bonds without coupons and may not be exchanged into coupon bonds. The Initial Bond shall be registered to the Representative.



2. The Series 202[5][6] [ ] Bonds shall be dated as of the date of authentication thereof by the Trustee, unless such date of authentication shall be an Interest Payment Date, in which case they shall be dated as of such Interest Payment Date; provided, however, that if the date of authentication shall be prior to the first Interest Payment Date or in the case of the Initial Bond, the Series 202[5][6] [ ] Bonds shall be dated as of the Issuance Date.

3. The Series 202[5][6] [ ] Bonds shall be issued in the Authorized Denominations.

4. Unless the Department shall direct otherwise, each Series 202[5][6] [ ] Bond within a maturity of the Series 202[5][6] [ ] Bonds shall be lettered and numbered separately from 00001 upward prefixed by the letters R, the letters Ja or Ju depending on whether the maturity is January or July, and the last two digits of the year of maturity, provided that the Initial Bond shall be numbered TR-1.

Section 2.4. Interest Payment Dates, Interest Rates and Maturities of the Series 202[5][6] [ ] Bonds.  
The Series 202[5][6] [ ] Bonds shall bear interest from the date thereof until maturity or prior redemption at the respective rates per annum set forth below. Interest on the Series 202[5][6] [ ] Bonds shall be calculated on the basis of a 360-day year composed of twelve 30-day months, payable on each Interest Payment Date until maturity or prior redemption. The Series 202[5][6] [ ] Bonds shall mature and become payable on the dates and in the respective principal amounts set forth below, subject to prior redemption in accordance with Section 2.7 hereof and Article IV of the Indenture:

Maturity Date

Principal Amount (\$)

Interest Rate

[INSERT VARIABLE RATE PROVISIONS, AS APPLICABLE]

Section 2.5. Paying Agent; Method and Place of Payment.

1. The Trustee is hereby appointed as Paying Agent for the Series 202[5][6] [ ] Bonds and the Trustee hereby accepts such appointment. The principal amount and Redemption Price of the Series 202[5][6] [ ] Bonds shall be payable upon the presentation and surrender thereof, as the same respectively become due and payable, at the applicable office of the Trustee. For purposes of this Section, "applicable office" shall mean the Trustee's office presently located in Houston, Texas (or such other office designated by the Trustee) which will be utilized to perform payments and transfers with respect to the Bonds. The interest on each Series 202[5][6] [ ] Bond shall be payable by check mailed on the Interest Payment Date to the Person in whose name such Series 202[5][6] [ ] Bond is registered at the close of business on the Record Date immediately preceding the applicable Interest Payment Date, at the address of such Person as shown on the Bond registration books kept by the Trustee. The principal amount and Redemption Price of and interest on the Series 202[5][6] [ ] Bonds shall also be payable at any other place that may be provided for such payment by the appointment of any other Paying Agent for the Series 202[5][6] [ ] Bonds as permitted by the Indenture.

2. Notwithstanding the foregoing, for so long as the Bond Depository is the exclusive Holder of the Series 202[5][6] [ ] Bonds and for Holders of not less than \$1,000,000 in aggregate principal amount of the Series 202[5][6] [ ] Bonds, and except for the final payment of principal of the Series 202[5][6] [ ] Bonds at maturity, the principal amount, Redemption Price thereof and the interest thereon shall be payable by wire transfer in immediately available federal funds to the Bond Depository or such Holders to an account in the continental United States without the necessity of any immediate presentation and surrender of Series 202[5][6] [ ] Bonds pursuant to written instructions from the Holder, or the Letter of Representations, as the case may be.

Section 2.6. Bond Depository; Book-Entry System.

1. Pursuant to Section 913 of the Indenture, the Department hereby appoints The Depository Trust Company, New York, New York, as Bond Depository for the Series 202[5][6] [ ] Bonds. In accordance with the Letter of Representations, the Department shall cause the Series 202[5][6] [ ] Bonds (other than the Initial Bond) to

be registered in the name of Cede & Co., as nominee for the Bond Depository, and to be delivered on the Issuance Date to the Trustee to be held on behalf of the Bond Depository.

2. With respect to Series 202[5][6] [ ] Bonds registered in the Bond registration books of the Department required to be maintained by the Trustee pursuant to Section 310 of the Indenture in the name of Cede & Co. or any successor Bond Depository, or a nominee therefor, the Department and the Trustee shall have no responsibility or obligation to any Depository Participant or to any Person on behalf of whom such Depository Participant holds an interest in Series 202[5][6] [ ] Bonds. The Department and the Trustee may treat and consider the registered owner of any Series 202[5][6] [ ] Bond as the holder and absolute owner of such Series 202[5][6] [ ] Bond for the purpose of payment of the principal and Redemption Price of and interest with respect to such Series 202[5][6] [ ] Bond, for the purpose of giving notices of redemption and other matters with respect to such Series 202[5][6] [ ] Bond, for the purpose of registering transfers and exchanges with respect to such Series 202[5][6] [ ] Bond, and for all other purposes whatsoever. The Trustee shall pay all the principal amount and Redemption Price of and interest on the Series 202[5][6] [ ] Bonds only to or upon the order of the respective registered owners of the Series 202[5][6] [ ] Bonds and all such payments shall be valid and effective with respect to such payments to the extent of the sum or sums so paid. The Department and the Trustee shall have no responsibility or obligation with respect to (i) the accuracy of the records of The Depository Trust Company, any successor Bond Depository or any Depository Participant with respect to any ownership interest in Series 202[5][6] [ ] Bonds, (ii) the delivery to any Depository Participant or any other Person, other than a registered owner of a Series 202[5][6] [ ] Bond as shown in the Bond registration books required to be kept and maintained pursuant to Section 310 of the Indenture, of any notice with respect to the Series 202[5][6] [ ] Bonds, including any notice of redemption, or (iii) the payment to any Depository Participant or any other Person, other than a registered owner of a Series 202[5][6] [ ] Bond, of any amount with respect to any Series 202[5][6] [ ] Bond. The rights of Depository Participants and Persons on behalf of whom any Depository Participant holds a beneficial interest in Series 202[5][6] [ ] Bonds shall be limited to those established by law and agreements between such Depository Participants and other Persons and the applicable Bond Depository.

3. In the event that either (i) the Bond Depository that is, directly or through a nominee, the registered owner of all of the Outstanding Series 202[5][6] [ ] Bonds notifies the Trustee and the Department that it is no longer willing or able to discharge its responsibilities as a Bond Depository or (ii) the Department determines that continuance of the existing book-entry system for ownership of interests in the Series 202[5][6] [ ] Bonds is not in the best interest of such owners of beneficial interests in the Series 202[5][6] [ ] Bonds, then the Department shall direct the Bond Depository to terminate the existing book-entry system for ownership of interests in the Series 202[5][6] [ ] Bonds. Upon such termination, the Department shall promptly select a substitute Bond Depository (and shall notify the Trustee in writing of such selection) to provide a system of book-entry ownership of beneficial interests in the Series 202[5][6] [ ] Bonds, if one is available satisfactory to the Department, and the ownership of all Series 202[5][6] [ ] Bonds shall be transferred on the Bond registration books required to be kept and maintained pursuant to Section 310 of the Indenture to such successor Bond Depository, or its nominee. In the alternative, the Department may direct the Trustee to, and if the Department fails to promptly designate a successor Bond Depository the Trustee, without further direction, shall, notify the Depository Participants, through the Bond Depository for the Series 202[5][6] [ ] Bonds, of the availability of Series 202[5][6] [ ] Bonds registered in the names of such Persons as are owners of beneficial interests in the Series 202[5][6] [ ] Bonds and, upon surrender to the Trustee of the Outstanding Series 202[5][6] [ ] Bonds held by the Bond Depository, accompanied by registration instructions from the Bond Depository, the Trustee shall, at the expense of the transferees, cause to be printed and authenticated Series 202[5][6] [ ] Bonds, in Authorized Denominations, to the owners of beneficial interests in the Series 202[5][6] [ ] Bonds as of the date of the termination of the existing book-entry ownership system for the Series 202[5][6] [ ] Bonds. Neither the Department nor the Trustee shall be liable for any delay in delivery of such instructions and may conclusively rely on, and shall be protected in relying upon, such instructions. So long as the Department has designated a Bond Depository to provide a system of book-entry ownership of the Series 202[5][6] [ ] Bonds, all of the Series 202[5][6] [ ] Bonds must be held under such book-entry system. Prior to any transfer of the Series 202[5][6] [ ] Bonds outside the book-entry system (including, but not limited to, any initial transfer outside the book-entry system) the Department, Bond Depository, or the transferor of a Series 202[5][6] [ ] Bond shall provide or cause to be provided to the Trustee all information necessary to allow the Trustee to comply with any applicable tax reporting obligations, including without limitation any cost basis reporting obligations under Internal Revenue Code Section 6045, as amended. The Trustee shall conclusively rely on the information provided to it and shall have no responsibility to verify or ensure the accuracy of such information.

4. Notwithstanding any other provisions in Article II of this 202[5][6] [ ] Series Supplement, the Department and the Trustee may, but shall not be required to, enter into separate agreements with one or more Bond Depositories which may provide for alternative or additional provisions with respect to the delivery of notices, payment of interest and/or principal, or any other matters.

Section 2.7. Redemption Prices and Terms. The Series 202[5][6] [ ] Bonds shall not be subject to redemption prior to maturity except as follows:

[REDEMPTION PROVISIONS TO COME]

Section 2.8. Notice of Redemption; Selection of Series 202[5][6] [ ] Bonds to Be Redeemed.

1. Subject to Section 2.6 hereof, notice of the call for any redemption other than pursuant to Section 2.7.1 hereof, identifying the Series 202[5][6] [ ] Bonds or portions thereof to be redeemed, shall be given by the Trustee as provided in Section 405 of the Indenture. If applicable, such notice shall provide that redemption of the Series 202[5][6] [ ] Bonds is conditioned upon moneys being available for such purpose on the redemption date.

2. Any notice given as provided in this Section shall be conclusively presumed to have been duly given, whether or not the registered owner of such Series 202[5][6] [ ] Bonds receives the notice.

3. Except as specified in Section 2.7(2) and Section 2.7(3) hereof, the Series 202[5][6] [ ] Bonds to be redeemed in part shall be selected as provided in Section 404 of the Indenture. While the Series 202[5][6] [ ] Bonds are held by the Bond Depository, Series 202[5][6] [ ] Bonds shall be selected for redemption as described in Section 2.6 hereof.

Section 2.9. Creation of Additional Funds, Accounts and Subaccounts and Application Thereof.

1. Pursuant to the provisions of subsection 3 of Section 502 of the Indenture, there is established by this Section 2.9 for the Series 202[5][6] [ ] Bonds, an Account in each Fund, except for the Debt Service Reserve Fund and the Mortgage Reserve Fund, established by subsection 1 of Section 502 of the Indenture. Each such Account shall be known and designated as the “202[5][6] [ ] \_\_\_\_\_ Account”, with the blank containing an appropriate reference to the Fund to which such Account relates. In addition, there are hereby established for the Series 202[5][6] [ ] Bonds the following additional Funds, Accounts and Subaccounts:

- (a) a temporary Fund to be known and designated as the 202[5][6] [ ] Bond Proceeds Fund;
- (b) *Intentionally omitted;*
- (c) within the 202[5][6] [ ] Mortgage Loan Account, a (1) 202[5][6] [ ] Down Payment Assistance Subaccount; and (2) 202[5][6] [ ] Administrative Subaccount; and
- (d) within the 202[5][6] [ ] Revenue Account, a 202[5][6] [ ] Capitalized Interest Subaccount.

The Department may also, pursuant to a Letter of Instructions, establish additional Accounts and Subaccounts for such purposes as the Department may determine from time to time.

2. Unless an Event of Default shall have occurred and be continuing, Revenues from the 202[5][6] [ ] Mortgage Certificates or from the investment or reinvestment of moneys on deposit in each Account for the Series 202[5][6] [ ] Bonds shall be kept separate and apart from the Revenues attributable to other Mortgage Certificates or attributable to the investment and reinvestment of the moneys on deposit under the Indenture with respect to any other Series. The Accounts shall be for the equal benefit of the Holders of all of the Bonds. The segregation of the Accounts as required by this Section 2.9 is not for the purpose of giving a priority or preference to the Bonds of one Series over that of another Series. Except as provided in this Section, the Revenues and proceeds of a Series shall continue to be used as provided in Article V of the Indenture.



[Insert maturity schedule from Section 2.4 of the 202[5][6] [ ] Series Supplement]

The principal amount or Redemption Price of this Bond shall be payable upon presentation and surrender of this Bond, at the applicable office of The Bank of New York Mellon Trust Company, N.A. (such bank and any successor in such capacity being referred to as the “Trustee”). Notwithstanding the foregoing, in no event shall the cumulative amount of interest paid or payable on any Bond (including interest calculated as provided in the Indentures (as defined below), together with all other amounts that constitute interest on the Bonds under the laws of the State of Texas that are contracted for, charged, reserved, taken or received pursuant to the Indentures) through any Interest Payment Date or through the date of payment of such Bond (whether at maturity, by acceleration or upon earlier redemption) exceed the “net interest cost” that will produce a “net effective interest rate” of greater than 15% per annum or, to the extent allowed by law, such greater “net effective interest rate” as may be allowed from time to time. The terms “net interest cost” and “net effective interest rate,” as used herein, shall have the respective meanings ascribed to them in Chapter 1204, Texas Government Code, as amended.

Section 2.13. Intentionally Omitted.

Section 2.14. Transfers from 202[5][6] [ ] Residual Revenues Account. Unless otherwise directed pursuant to a Letter of Instructions accompanied by a Cashflow Certificate, on each Interest Payment Date and each date fixed for the redemption of the Series 202[5][6] [ ] Bonds, to the extent funds are not available in the 202[5][6] [ ] Revenue Account to pay interest or principal due on the Series 202[5][6] [ ] Bonds, the Trustee shall transfer from the 202[5][6] [ ] Residual Revenues Account to the 202[5][6] [ ] Interest Account or the 202[5][6] [ ] Principal Account an amount which, when added to any amounts already on deposit therein, will equal the amount of interest and principal to become due and payable on the Series 202[5][6] [ ] Bonds on such date.

Section 2.15. 202[5][6] [ ] Mortgage Loan Account. The 202[5][6] [ ] Mortgage Loan Account established pursuant to Section 2.9 hereof shall be credited with all amounts deposited therein from whatever source. The amounts in such Account shall be used to purchase, on each Certificate Purchase Date within the Certificate Purchase Period, 202[5][6] [ ] Mortgage Certificates. On [ ], unless the Certificate Purchase Period is extended in accordance with Section 5.2 hereof, unexpended proceeds of the Series 202[5][6] [ ] Bonds shall be transferred from 202[5][6] [ ] Mortgage Loan Account to the 202[5][6] [ ] Special Redemption Account in accordance with Section 2.7.1 hereof.

Section 2.16. 202[5][6] [ ] Mortgage Certificate Acquisition.

1. The Department has determined that the Supplemental Mortgage Security for the 202[5][6] [ ] Mortgage Loans shall be the guaranty of timely payment of principal and interest provided by Ginnie Mae pursuant to the Ginnie Mae Certificates. Accordingly, the purchase of the 202[5][6] [ ] Mortgage Loans shall be accomplished through the purchase of Ginnie Mae Certificates in accordance with the Program Agreement, and no 202[5][6] [ ] Mortgage Loan shall be eligible for purchase unless it has been included in a Mortgage Pool and the beneficial ownership thereof is represented by a 202[5][6] [ ] Mortgage Certificate.

2. On each applicable Certificate Purchase Date and pursuant to a Letter of Instructions, the Trustee shall purchase Ginnie Mae Certificates at the Ginnie Mae Certificate Purchase Price from amounts available in the 202[5][6] [ ] Mortgage Loan Account. The Department shall specify the allocation of the 202[5][6] [ ] Mortgage Certificates to the Series 202[5][6] [ ] Bonds and the Series 202[5][6] [ ] Bonds in such Letter of Instructions. The Department shall deliver a copy of each such Letter of Instructions to the Compliance Agent.

3. Each 202[5][6] [ ] Mortgage Certificate purchased shall bear interest at the applicable Pass-Through Rate. Ginnie Mae Certificates shall be accepted by the Trustee only if:

(i) The Ginnie Mae Certificates acquired by the Trustee on behalf of the Department shall be held at all times by the Trustee in trust for the benefit of the Bondholders and shall be registered in the name of the Trustee or its nominee or credited to the account of the Trustee at a clearing corporation as defined under and pursuant to the Uniform Commercial Code applicable to such corporation, which corporation shall be registered as a “Clearing Agency” pursuant to Section 17A of the Securities Exchange Act of 1934, as

amended. For a Ginnie Mae Certificate that is in the form of a book-entry maintained on the records of the Participants Trust Corporation, or any successor depository institution ("PTC") ("Book Entry Security"), the Trustee shall receive confirmation from PTC that PTC has made an appropriate entry in its records of the transfer of such Book Entry Security to a limited purpose account of the PTC Participant (defined below), and identifying such Book Entry Security as belonging to the Trustee, so that the Trustee at all times has a first priority perfected security interest in such Ginnie Mae Certificates. The "PTC Participant" (if not the Trustee) shall be a "financial intermediary" (as defined in Section 8-313 of the Uniform Commercial Code as in effect in the state in which the Book Entry Security is deposited) which is a participant in PTC and which has a custody agreement with the Trustee with respect to the Ginnie Mae Certificate to be transferred as Book Entry Securities through PTC. In the custody agreement, the PTC Participant must agree (w) to act as agent of the Trustee for purposes of causing, upon instructions of the Trustee, the transfer of Book Entry Securities to the PTC account of the PTC Participant, (x) to issue to the Trustee confirmation of the transfer of each Book Entry Security to the PTC Participant, (y) to identify each such Book Entry Security in its records as belonging to the Trustee, and (z) to accept instructions only from the Trustee with respect to the transfer of such Book Entry Securities. The Ginnie Mae Certificate shall be identified on the records of the PTC Participant as being held by such PTC Participant solely and exclusively for the benefit of the Trustee. The PTC Participant shall send a confirmation to the Trustee of such transfer of the Ginnie Mae Certificate to the PTC Participant. The PTC Participant shall cause each Book Entry Security to be transferred to and held in a Limited Purpose Account (or such other account as may be created or identified in the PTC Rules (the "Rules") in which PTC does not have any lien on any Book Entry Security held therein). The Trustee shall have evidence that (xx) the receiving PTC Participant has delivered to PTC an irrevocable instruction to the effect that all fees arising in connection with the specified Limited Purpose Account are to be charged to another account maintained by PTC for the receiving PTC Participant, and (yy) PTC has delivered a certificate to the receiving PTC Participant to the effect that, based on the instruction regarding payment of PTC fees, PTC will not charge the specified Limited Purpose Account for so long as the instruction remains in effect. If the Trustee does not receive a payment or advice of payment on a Ginnie Mae Certificate when due (if the Ginnie Mae Certificates are held by the Trustee, on the fifteenth day of each month with regard to Ginnie Mae I Certificates, and twentieth day of each month with regard to Ginnie Mae II Certificates and if the Ginnie Mae Certificates are held by PTC, on the seventeenth day of each month with regard to Ginnie Mae I Certificates and twenty-second day of each month with regard to Ginnie Mae II Certificates), the Trustee shall promptly telephonically notify, and demand payment from Ginnie Mae, in the case of Ginnie Mae I Certificates, or Chemical Bank as paying agent for Ginnie Mae in the case of Ginnie Mae II Certificates. To the extent the Ginnie Mae Certificates are subject to book-entry transfer, the Trustee shall so notify PTC. Notwithstanding the foregoing, the Trustee shall comply with such procedures as are prescribed by Ginnie Mae from time to time; and

(ii) Sufficient amounts are available in the appropriate Accounts to pay the applicable Ginnie Mae Certificate Purchase Price.

### ARTICLE III

#### [REDEMPTION]

Section 3.1. Redemption of Refunded Bonds. The Department has instructed the Trustee to redeem the Refunded Bonds.

Section 3.2. Sale of [ ] Transferred Mortgage Certificates. Notwithstanding any other provision of the Indenture, the Department may sell the [ ] Transferred Mortgage Certificates in whole or in part only upon delivery by the Department of written confirmation from each Rating Agency that such sale will not adversely affect the then current ratings on the Bonds (determined without regard to any bond insurance or similar credit enhancement).]

#### ARTICLE IV

#### *RESERVED*

#### ARTICLE V

#### OTHER MATTERS

##### Section 5.1. *Reserved.*

Section 5.2. Transfer of Unexpended Proceeds. On the last day of the Certificate Purchase Period (or such earlier date as directed in writing by the Department), unless the Certificate Purchase Period is extended in accordance with this Section 5.2, the Trustee shall transfer the amounts in the 202[5][6] [ ] Mortgage Loan Account remaining unexpended for acquisition of 202[5][6] [ ] Mortgage Certificates in such amounts as provided in a Letter of Instructions from the 202[5][6] [ ] Mortgage Loan Account to the 202[5][6] [ ] Special Redemption Account to be applied to the redemption of Series 202[5][6] [ ] Bonds pursuant to Section 2.7.1 hereof. The Certificate Purchase Period for amounts in the 202[5][6] [ ] Mortgage Loan Account may be extended to a date certain as set out in a Letter of Instructions to the Trustee, upon delivery to the Trustee no later than 30 days prior to the last day of the then existing Certificate Purchase Period of the following:

- (i) *Intentionally omitted*; and
- (ii) confirmation from each Rating Agency that such extension will not adversely affect the rating on the Series 202[5][6] [ ] Bonds assigned by such Rating Agency.

The Department shall provide written notice to the Servicer at least thirty (30) days prior to the last day of the then existing Certificate Purchase Period of any such proposed extension of the Certificate Purchase Period.

##### Section 5.3. Application of Amounts in 202[5][6] [ ] Revenue Account.

1. Unless otherwise directed by the Department pursuant to a Letter of Instructions accompanied by a Cashflow Certificate and a confirmation from each Rating Agency of the then current ratings on the Series 202[5][6] [ ] Bonds, all Revenues received with respect to the 202[5][6] [ ] Mortgage Certificates shall be deposited in the 202[5][6] [ ] Revenue Account. [202[5][6] [ ] Transferred Excess Revenues shall also be deposited in the 2024D Revenue Account.]

2. [Pursuant to subsection 3 of Section 505 of the Indenture, the Trustee shall set aside monthly in the [ ] Revenue Account, all Mortgage Loan Principal Payments relating to the [ ] Transferred Mortgage Certificates to be used to redeem Series [ ] Bonds in accordance with Section 2.7.1 hereof unless otherwise directed by a Letter of Instructions accompanied by a Cashflow Statement giving effect to the actions directed in such Letter of Instructions.]

3. [Pursuant to subsection 3 of Section 505 of the Indenture, the Trustee shall transfer from the Revenue Fund amounts on deposit therein in accordance with a Letter of Instructions and in the following order of priority:

- (i) First, on each Interest Payment Date or any other date for the redemption of the Series 202[5][6] [ ] Bonds, to the 202[5][6] [ ] Interest Account, to the extent required so that the balance in said account equals the amount of interest which will be due and payable on the Series 202[5][6] [ ] Bonds on such Interest Payment Date or redemption date;
- (ii) Second, monthly, upon receipt of Mortgage Loan Principal Payments [and/or 202[5][6] [ ] Transferred Excess Revenues], to the 202[5][6] [ ] Principal Account, one-sixth of the aggregate amount required to pay maturing principal and the unsatisfied balance of any Sinking Fund Installment on any Series 202[5][6] [ ] Bonds on the next Interest Payment Date; and

(iii) Third, monthly, upon receipt of Mortgage Loan Principal Payments [and/or 202[5][6] [ ] Transferred Excess Revenues], to the 202[5][6] [ ] Special Redemption Account, any remaining Mortgage Loan Principal Payments to be applied monthly to the redemption of Series 202[5][6] [ ] Bonds pursuant to Section 2.7.2 hereof.]

Section 5.4. Application of Residual Revenues. The Trustee shall transfer any amounts as set forth or described in a Letter of Instructions from the 202[5][6] [ ] Residual Revenues Account to the 202[5][6] [ ] Special Redemption Account to be used to redeem Series 202[5][6] [ ] Bonds in accordance with Section 2.7.3 hereof.

Section 5.5. Limitations on Mortgage Loans. The Department covenants and agrees that each Mortgage Loan contained in a mortgage pool represented by a 202[5][6] [ ] Mortgage Certificate shall satisfy the following requirements:

(i) each 202[5][6] [ ] Mortgage Loan shall bear interest (which interest shall be payable in arrears) at the applicable rate in accordance with the Program Agreement;

(ii) each 202[5][6] [ ] Mortgage Loan shall have a term of 30 years and shall provide for level monthly payments and full amortization over the term thereof;

(iii) each 202[5][6] [ ] Mortgage Loan shall be secured by a Mortgage creating a first lien on the residence being financed with the proceeds of such 202[5][6] [ ] Mortgage Loan;

(iv) each 202[5][6] [ ] Mortgage Loan shall be (A) insured by the FHA pursuant to Section 203, 221(d)(2) or 234(c) of the National Housing Act of 1934, as amended, in accordance with the applicable standards of the FHA, (B) guaranteed by the VA under the Servicemen's Readjustment Act of 1945, as amended, in accordance with applicable standards of the VA, or (C) guaranteed by RHS under the Cranston-Gonzales National Affordable Housing Act of 1990;

(v) each 202[5][6] [ ] Mortgage Loan shall be further secured by Supplemental Mortgage Security in the form of the guaranty provided by Ginnie Mae pursuant to a Ginnie Mae Certificate;

(vi) each residence financed with a 202[5][6] [ ] Mortgage Loan shall be a single family attached or detached house, a single unit in a condominium development or a planned unit development or a qualifying duplex (but not a triplex or fourplex or manufactured housing that is not permanently affixed to real property owned by the Borrower);

(vii) each 202[5][6] [ ] Mortgage Certificate shall be acquired by the Department with moneys disbursed from the 202[5][6] [ ] Mortgage Loan Account [and/or 202[5][6] [ ] Mortgage Loan Account] during the Certificate Purchase Period; and

(viii) such other requirements as may be set forth in the Program Agreement.

The Department covenants and agrees that each DPA Loan meets the requirements set forth in the Program Guidelines.

The Department covenants that each Mortgage Lender selected for participation in the Program that services Mortgage Loans under the Program shall be required to enter into an agreement or agreements containing, in addition to servicing requirements relating to the Mortgage Loans set forth in Section 710 of the Indenture, that each Mortgage Lender shall represent and warranty that it: (i) maintains an Office of Foreign Assets Control ("OFAC") compliance program, and (ii) is responsible for and best positioned to conduct OFAC scanning of all relevant data with respect to the serviced portfolio (including borrower names/addresses) in accordance with its OFAC compliance program. As used herein, "OFAC compliance program" shall refer to those programs, policies, procedures and measures designed to ensure compliance with, and prevent violations of, all economic sanctions, laws, rules, regulations, executive orders and requirements administered by OFAC, or any other applicable authority with jurisdiction over such Mortgage Lender. Each Mortgage Lender shall agree to, among other things: (i) perform effective and timely OFAC scanning



in accordance with such Mortgage Lender's OFAC compliance program of all relevant data with respect to the portfolio of assets serviced pursuant to the Indenture; (ii) if a Borrower at any time becomes or is otherwise determined to be an OFAC sanctions target that requires blocking or rejection of a portfolio asset held by the Trustee under or in connection with the Indenture, take all actions required by OFAC regulations, including, without limitation (a) conducting all necessary investigations and communications with OFAC (including reporting) concerning the portfolio assets that such Mortgages Lender determines are subject to OFAC restrictions, (b) blocking the assets of any OFAC sanctions target in such portfolio serviced by such Mortgages Lender (including any related payments from the same), and (c) obtain any licenses from OFAC necessary for such Mortgage Lender and the Trustee to perform their respective services under the Indenture with respect to sanctioned assets and/or borrowers; and (iii) promptly provide notice in writing to the Trustee of any portfolio assets that such Mortgages Lender determines are subject to OFAC restrictions and consult with the Trustee on the action plan to handle those assets.

Section 5.6. Covenant Relating to the Program Agreement. The Department represents and covenants that the Program Agreement incorporates the requirements set forth in Article IV and Section 5.5 of this 202[5][6] [ ] Series Supplement. The Department further covenants and agrees to obtain, prior to or upon any amendment thereof, a Counsel's Opinion that: (i) the form and substance of such amendment are consistent with the requirements of the Indenture and this 202[5][6] [ ] Series Supplement; and (ii) *intentionally omitted*.

Section 5.7. Depository. In accordance with Section 914 of the Indenture, the Department hereby appoints the Texas Treasury Safekeeping Trust Company as Depository for the purpose of holding, administering and investing the moneys and securities required to be credited to all Accounts, all as more fully provided in the Depository Agreement.

Section 5.8. Certain Requirements Applicable to Cashflow Statements. The Department covenants and agrees, with respect to each Cashflow Statement filed with the Trustee, that such Cashflow Statement shall demonstrate the sufficiency of the anticipated Revenues (as more fully set forth in Section 711 of the Indenture).

Section 5.9. Certain Conditions of Issuance of the Series 202[5][6] [ ] Bonds. The Series 202[5][6] [ ] Bonds shall be executed by the Department and, except for the Initial Bond, shall be delivered to the Trustee and thereupon shall be authenticated by the Trustee and delivered by it to the Department or upon its order, but only upon receipt by the Trustee of the following (in addition to the documents required under the Indenture):

- (i) an executed counterpart of this 202[5][6] [ ] Series Supplement;
- (ii) *intentionally omitted*;
- (iii) an executed counterpart of the Depository Agreement in satisfaction of the requirements of subsection 1 of Section 914 of the Indenture, together with an opinion of counsel to the Depository regarding the enforceability thereof; and
- (iv) the amounts specified in this 202[5][6] [ ] Series Supplement to be deposited in the Accounts and Subaccounts as required therein.

Section 5.10. Sale of Series 202[5][6] [ ] Bonds. The Series 202[5][6] [ ] Bonds shall be sold to the Underwriters at an aggregate purchase price \$[ ] (representing the par amount of the Series 202[5][6] [ ] Bonds, plus a premium in the amount of \$[ ]), subject to the terms and conditions set forth in the Purchase Agreement, and upon the basis of the representations therein set forth.

Section 5.11. Execution in Several Counterparts. This 202[5][6] [ ] Series Supplement may be simultaneously executed in several counterparts, all of which shall constitute one and the same instrument and each of which shall be, and shall be deemed to be, an original.

Section 5.12. Certain Duties of the Department. The Department covenants and agrees that, in addition to such other duties as may be required under the Indenture and this 202[5][6] [ ] Series Supplement, the Department will not voluntarily take any action or fail to take any action that will impair the ability of the Department to satisfy

the asset test set forth in subsection 2 of Section 512 of the Indenture during any period in which the Series 202[5][6] [ ] Bonds remain Outstanding.

Section 5.13. No Recourse on Series 202[5][6] [ ] Bonds. No recourse shall be had for payment of the principal or Redemption Price of or interest on the Series 202[5][6] [ ] Bonds or for any claim based thereon or on this 202[5][6] [ ] Series Supplement against any Board member, officer or employee of the Department or the Trustee or any person executing or authenticating the Series 202[5][6] [ ] Bonds, and neither the Board members, officers or employees of the Department or the Trustee, nor any person executing or authenticating the Series 202[5][6] [ ] Bonds shall be liable personally on the Series 202[5][6] [ ] Bonds by reason of the issuance thereof.

Section 5.14. Protection of Trust Estate.

1. At the request of the Trustee, the Department will from time to time execute and deliver all such supplements and amendments hereto and all such financing statements, continuation statements, instruments of further assurance and other instruments, and will take such other action as may be necessary or advisable to:

- (i) grant more effectively all or any portion of the Trust Estate;
- (ii) maintain or preserve the lien of the Indenture and this 202[5][6] [ ] Series Supplement or carry out more effectively the purposes hereof;
- (iii) perfect, publish notice of or protect the validity of any grant made or to be made by the Indenture or this 202[5][6] [ ] Series Supplement;
- (iv) enforce any of the documents executed in connection with this 202[5][6] [ ] Series Supplement;
- (v) preserve and defend title to the Trust Estate and the rights of Trustee and of owners of the Series 202[5][6] [ ] Bonds in the other property held as part of the Trust Estate against the claims of all Persons and parties; or
- (vi) pay all taxes or assessments levied or assessed upon the Trust Estate when due.

2. The Department hereby designates the Trustee as its agent and attorney-in-fact to execute any financing statement, continuation statement or other instrument required pursuant to this Section 5.14; provided, however, that such designation shall not be deemed to create a duty on the Trustee to monitor the compliance of the Department with the foregoing covenants and provided further, that the duty of the Trustee to execute any instrument required pursuant to this Section 5.14 shall arise only if the Trustee has actual knowledge or has been notified in writing of any failure of the Department to comply with the provisions of this Section 5.14. Such power-of-attorney is coupled with an interest and is irrevocable, and the Department hereby ratifies and confirms all that the Trustee may do by virtue thereof. The Department shall be responsible for all reasonable costs incurred by the Trustee in the preparation and filing of all such continuation statements hereunder. Notwithstanding anything to the contrary contained herein or in the Indenture, the Trustee shall not be responsible for any initial filings of any financing statements or the information contained therein (including the exhibits thereto), the perfection of any such security interest, the accuracy or sufficiency of any description of collateral in such initial filings or the filing of any modifications or amendments to the initial filings required by any amendments to Chapter 9 of the Texas Business and Commerce Code. Unless the Trustee shall have been notified in writing by the Department that any such initial filing or description of collateral was or has become defective, the Trustee shall be fully protected in relying on such initial filing and the information contained therein when filing any continuation statements or modifications thereto pursuant to this Section 5.14 or Section 1205 of the Indenture and when filing any continuation statements in the same filing offices as the initial filings were made.

Section 5.15. Continuing Disclosure Relating to Other Obligated Persons. The Board hereby determines that an Other Obligated Person would be an "obligated person" (as defined in Rule 15c2-12 (the "Rule")), for whom financial information and operating data would be presented in any final official statement relating to the Series

202[5][6] [ ] Bonds had such Person been known at the time of the offering thereof. Based upon the objective criteria specified in the definition of Other Obligated Person, the Board concludes that no Borrower eligible to participate in the Program would be an Other Obligated Person.

Section 5.16. Agreement Regarding Assumption of Certain Home Loans. The Board agrees not to permit the assumption of any Mortgage Loan that would cause any Person to become an Other Obligated Person.

Section 5.17. Responsibilities of Trustee. Notwithstanding anything to the contrary in the Indenture: (a) subject to the provisions of subsection 2 of Section 902 of the Indenture, the Trustee shall not be liable in connection with the performance of its duties hereunder except for its own negligence or willful misconduct; and (b) the Trustee may act through agents or attorneys and shall not be responsible for the misconduct or negligence of such agents or attorneys appointed with due care. Subject to the provisions of Section 902 of the Indenture, the Department further agrees, to the extent permitted by law, to indemnify and save the Trustee harmless against any liabilities which it may incur in the exercise and performance of its powers and duties hereunder and which are not due to the Trustee's negligence or willful misconduct. If the Trustee renders any service hereunder not provided for in the Indenture or this 202[5][6] [ ] Series Supplement or related financing documents or institutes interpleader proceedings relative hereto, the Trustee shall be compensated reasonably by the Department for such extraordinary services and reimbursed for any and all claims, liabilities, losses, damages, fines, penalties, and expenses, including out of pocket and incidental expenses and legal fees and expenses occasioned thereby. The Trustee shall have no responsibility with respect to any information, statement or recital in any official statement, offering memorandum or any other disclosure material prepared or distributed with respect to the Bonds, except for any information provided by the Trustee, and shall have no responsibility for compliance with any state or federal securities laws in connection with the Bonds. The permissive right of the Trustee to do things enumerated in the Indenture shall not be construed as a duty.

Section 5.18. Verifications of Statutory Representations and Covenants. The verifications, representation and covenants of the Trustee in Section 5.18 of the 202[5][6] [ ] Series Supplement expressly incorporated by reference into this 202[5][6] [ ] Series Supplement.

Section 5.19. Instructions via Electronic Means. The Trustee shall have the right to accept and act upon instructions, including funds transfer instructions ("Instructions"), given pursuant to the Indenture and delivered using Electronic Means; provided, however, that the Department shall provide to the Trustee an incumbency certificate listing Authorized Representatives of the Department with the authority to provide such Instructions and containing specimen signatures of such Authorized Representative of the Department, which incumbency certificate shall be amended by the Department whenever a person is to be added or deleted from the listing. "Electronic Means" as used herein shall mean the following communications methods: e-mail, secure electronic transmission containing applicable authorization codes, passwords and/or authentication keys issued by the Trustee, or another method or system specified by the Trustee as available for use in connection with its services hereunder. If the Department elects to give the Trustee Instructions using Electronic Means and the Trustee in its discretion elects to act upon such Instructions, the Trustee's understanding of such Instructions shall be deemed controlling. The Department understands and agrees that the Trustee cannot determine the identity of the actual sender of such Instructions and that the Trustee shall conclusively presume that directions that purport to have been sent by or on behalf of an Authorized Representative listed on the incumbency certificate provided to the Trustee have been sent by or on behalf of such Authorized Representative. The Department shall be responsible for ensuring that only Authorized Representatives of the Department transmit or authorize the transmission of such Instructions to the Trustee and that the Department and all Authorized Representatives of the Department are solely responsible to safeguard the use and confidentiality of applicable user and authorization codes, passwords and/or authentication keys upon receipt by the Department. The Trustee shall not be liable for any losses, costs or expenses arising directly or indirectly from the Trustee's reliance upon and compliance with such Instructions notwithstanding such directions conflict or are inconsistent with a subsequent written instruction. The Department agrees: (i) to assume all risks arising out of the use of Electronic Means to submit Instructions to the Trustee, including without limitation the risk of the Trustee acting on unauthorized Instructions, and the risk of interception or misuse by third parties; (ii) that it is fully informed of the protections and risks associated with the various methods of transmitting Instructions to the Trustee and that there may be more secure methods of transmitting Instructions than the method(s) selected by Department; (iii) that the security procedures (if any) to be followed in connection with its transmission of Instructions provide to it a commercially reasonable degree of protection in light of its particular needs and circumstances; and (iv) to notify the Trustee immediately upon learning of any compromise or unauthorized use of the security procedures.

Section 5.20. Letter of Instruction; Written Instructions. The Trustee may conclusively rely on any Letter of Instructions or written instructions delivered to the Trustee and shall not be responsible for any loss or liability resulting from the investment of funds or otherwise, but only so long as the Trustee follows such Letter of Instructions or written instructions in all material respects.

*[signature pages follow]*

IN WITNESS WHEREOF, the Department and the Trustee have caused this 202[5][6] [ ] Series Supplement to be signed on their behalf by their duly authorized representatives, all as of the date first hereinabove written.

TEXAS DEPARTMENT OF HOUSING AND  
COMMUNITY AFFAIRS

By: \_\_\_\_\_  
Director of Bond Finance

*Department's Signature Page to [NUMBER] Series Supplement*

TDHCA (RMRB SERIES 202[3][5] [ ])

IM-#10847627.2

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

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

*Trustee's Signature Page to [NUMBER] Series Supplement*

TDHCA (RMRB SERIES 202[3][5] [ ])

IM-#10847627.2

**EXHIBIT A**

**FORM OF BOND**

UNITED STATES OF AMERICA

STATE OF TEXAS

TEXAS DEPARTMENT OF HOUSING AND COMMUNITY AFFAIRS  
RESIDENTIAL MORTGAGE REVENUE [REFUNDING] BOND  
TAXABLE SERIES 202[5][6] [ ]

THE ORIGINAL PRINCIPAL AMOUNT OF THIS BOND IS SUBJECT TO REDUCTION  
UPON PAYMENT OF AMOUNTS CAUSING A PARTIAL REDEMPTION OF THIS BOND  
AS PROVIDED HEREIN; THE OUTSTANDING PRINCIPAL AMOUNT OF THIS BOND  
WILL BE AS SHOWN ON THE REGISTRY BOOKS KEPT BY THE WITHIN-NAMED  
TRUSTEE

[THE STATED PRINCIPAL AMOUNT OF THIS BOND WHILE REGISTERED IN THE  
NAME OF THE DEPOSITORY TRUST COMPANY, NEW YORK, NEW YORK, OR ITS  
NOMINEE MAY BE REDUCED BY THE AMOUNT OF REDEMPTIONS OF ANY BONDS  
OR PORTIONS THEREOF]<sup>1</sup>

No. \_\_\_\_\_ \$ \_\_\_\_\_

Interest Rate: \_\_\_\_\_ Dated Date: \_\_\_\_\_ CUSIP: \_\_\_\_\_ Maturity Date: \_\_\_\_\_

Registered Owner: \_\_\_\_\_

Principal Amount: \_\_\_\_\_ DOLLARS

The TEXAS DEPARTMENT OF HOUSING AND COMMUNITY AFFAIRS (herein called the “Department”), a public and official agency of the State of Texas, acknowledges itself indebted to, and FOR VALUE RECEIVED, hereby promises to pay to the registered owner named above or registered assigns, but solely from the sources and in the manner hereinafter provided, on the maturity date specified above, unless redeemed prior thereto as hereinafter provided, the principal amount set forth above in any coin or currency of the United States of America which at the time of payment is legal tender for the payment of public and private debts, and to pay interest on such principal amount in like coin or currency from the Dated Date (as defined below) of this Bond or from the most recent date to which interest on this Bond (or any Bond in exchange for, or in lieu of, which this Bond was issued), has been paid at the interest rate per annum set forth above, calculated on the basis of a 360-day year composed of twelve 30-day months, payable on [INITIAL INTEREST DATE], and each January 1 and July 1 thereafter, and on any other date on which this Bond is subject to redemption (each, an “Interest Payment Date”) to the date of maturity or earlier redemption, until the Department’s obligation with respect to the payment of such principal amount shall be discharged. The principal amount or Redemption Price of this Bond shall be payable upon presentation and surrender of this Bond, at the applicable office of The Bank of New York Mellon Trust Company, N.A. (such bank and any successor in such capacity being referred to as the “Trustee”). The interest on each Series 202[5][6] [ ] Bond shall be paid by check mailed on the Interest Payment Date to the Person in whose name such Series 202[5][6] [ ] Bond is registered at the close of business on the 15th day of the month (whether or not a Business Day) immediately preceding the applicable Interest Payment Date, at the address of such Person as shown on the Bond registration books

<sup>1</sup> To be deleted from the Initial Bond, and be included only in Series 202[3][5] [ ] Bonds registered in the name of DTC or its nominee.

kept by the Trustee. Notwithstanding the foregoing, in no event shall the cumulative amount of interest paid or payable on any Bond (including interest calculated as provided in the Indentures (as defined below), together with all other amounts that constitute interest on the Bonds under the laws of the State of Texas that are contracted for, charged, reserved, taken or received pursuant to the Indentures) through any Interest Payment Date or through the date of payment of such Bond (whether at maturity, by acceleration or upon earlier redemption) exceed the “net interest cost” that will produce a “net effective interest rate” of greater than 15% per annum or, to the extent allowed by law, such greater “net effective interest rate” as may be allowed from time to time. The terms “net interest cost” and “net effective interest rate,” as used herein, shall have the respective meanings ascribed to them in Chapter 1204, Texas Government Code, as amended. This Bond shall be dated as of the date six months preceding the Interest Payment Date next following the date of authentication hereof by the Trustee, unless such date of authentication shall be an Interest Payment Date, in which case this Bond shall be dated as of such Interest Payment Date, or unless such date of authentication shall be prior to [INITIAL INTEREST DATE], in which case this Bond shall be dated as of the Issuance Date; provided that if interest on this Bond shall be in default, Bonds issued in lieu of this Bond upon surrender for transfer or exchange may be dated as of the date to which interest has been paid in full on the Bonds surrendered (herein, the “Dated Date”).

This Bond is a limited obligation of the Department and is one of the Bonds of the Department designated “Residential Mortgage Revenue [Refunding] Bonds” (herein called the “Bonds”), issued and to be issued in various series under and pursuant to and in accordance with the provisions of Chapter 2306, Texas Government Code, as such may be amended from time to time (together with the laws of the State of Texas applicable to the Department, collectively, the “Act”), [Chapter 1207, Texas Government Code, as amended,] and Chapter 1371, Texas Government Code, as amended, and under and pursuant to an indenture of the Department entitled “Amended and Restated Residential Mortgage Revenue Bond Trust Indenture”, dated as of July 1, 2019, as amended and supplemented (herein called the “Indenture”), and a supplemental indenture of the Department entitled “[NUMBER] Supplemental Residential Mortgage Revenue Bond Trust Indenture”, dated as of [DOC DATE], authorizing the series of Bonds of which this Bond is a part (herein called the “Series Supplement” and together with the Indenture called the “Indentures”). All defined terms used herein, but not otherwise defined, shall have the same definitions ascribed to them in the Indentures. As provided in the Indenture, Bonds may be issued from time to time pursuant to supplemental indentures in one or more series, in various principal amounts, may mature at different times, may bear interest at different rates and subject to the provisions thereof, may otherwise vary. All Bonds issued and to be issued under the Indenture are and will be equally secured by the pledges, assignments in trust and covenants made therein, except as otherwise expressly provided or permitted in the Indenture.

THE PRINCIPAL OF AND INTEREST AND PREMIUM, IF ANY, ON THIS BOND ARE LIMITED OBLIGATIONS OF THE DEPARTMENT AND ARE PAYABLE ONLY FROM REVENUES OR FUNDS OF THE DEPARTMENT PLEDGED UNDER THE INDENTURES. THE BONDS ARE NOT AND DO NOT CREATE OR CONSTITUTE IN ANY WAY AN OBLIGATION, A DEBT OR A LIABILITY OF THE STATE OF TEXAS, OR CREATE OR CONSTITUTE A PLEDGE, GIVING OR LENDING OF THE FAITH OR CREDIT OR TAXING POWER OF THE STATE OF TEXAS. THE DEPARTMENT HAS NO TAXING POWER.

This Bond is one of a series of Bonds designated “Residential Mortgage Revenue [Refunding] Bonds, Taxable Series 202[5][6] [ ]” (herein sometimes called the “Series 202[5][6] [ ] Bonds”) issued in the aggregate initial principal amount of \$[PRINCIPAL] under the Indentures for the purpose of [(i) acquiring Mortgage Loans, or participations therein, through the purchase of 202[5][6] [ ] Mortgage Certificates, including funding loans for down payment and closing cost assistance with respect to Assisted Mortgage Loans and paying lender compensation related to the 202[5][6] [ ] Mortgage Loans; [(ii) the making of deposits in amounts, if any, required by the Indenture to be paid into one or more Funds from the proceeds of the Series 202[5][6] [ ] Bonds;] and (iii) the payment of Costs of Issuance][refunding the Refunded Bonds]. Copies of the Indentures are on file at the office of the Department and at the applicable office of the Trustee and reference to the Indentures and any and all supplements thereto and modifications and amendments thereof and to the Act is made for a description of the pledges, assignments in trust, and covenants securing the Bonds; the nature, extent, and manner of enforcement of such pledges, assignments in trust, and covenants; the rights and remedies of the registered owners of the Bonds with respect thereto; the terms and conditions upon which the Bonds are issued and may be issued thereunder; and other matters, to all of which the owner of this Bond assents by the acceptance of this Bond. To the extent of any conflict between the terms and provisions of the Indentures and the terms and provisions of this Bond, the Indentures shall govern and control.



The owner of this Bond shall have no right to enforce the provisions of the Indentures, or to institute any action with respect to any Event of Default (as defined in the Indenture), or to institute, appear in, or defend any suit or other proceeding with respect thereto, except as provided in the Indentures.

This Bond is transferable, as provided in the Indentures, only upon the books of the Department kept for that purpose at the above-mentioned office of the Trustee, by the registered owner hereof in person, or by his duly authorized attorney, upon surrender of this Bond together with a written instrument of transfer satisfactory to the Trustee duly executed by the registered owner or his duly authorized attorney, and thereupon, a new Bond or Bonds in the same aggregate principal amount and maturity shall be issued to the transferee in exchange herefor as provided in the Indentures, and upon payment of the charges therein prescribed. The Department and the Trustee may deem and treat the person in whose name this Bond is registered as the absolute owner hereof for the purpose of receiving payment of, or on account of, the principal, Redemption Price or purchase price hereof and interest due hereon and for all other purposes.

[EXCEPT AS OTHERWISE PROVIDED IN THE INDENTURES, THIS BOND MAY BE TRANSFERRED, IN WHOLE BUT NOT IN PART, ONLY TO ANOTHER NOMINEE OF DTC OR TO A SUCCESSOR BOND DEPOSITORY OR TO A NOMINEE OF A SUCCESSOR BOND DEPOSITORY.]<sup>2</sup>

The Series 202[5][6] [ ] Bonds are issuable only in the form of fully registered Bonds without coupons in the denomination of \$[5,000] principal amount or any integral multiple thereof.

To the extent and in the manner permitted by the terms of the Indentures, the provisions of the Indentures, or any indenture amendatory thereof or supplemental thereto, may be modified or amended by the Department, with the written consent of the holders of at least 2/3 in principal amount of the Bonds of each series so affected then outstanding under the Indentures; provided, however, that if such modification or amendment will, by its terms, not take effect so long as any Bonds of any specified like series and maturity remain outstanding under the Indentures, the consent of the holders of such Bonds shall not be required and such Bonds shall not be deemed to be outstanding for the purpose of the calculation of outstanding Bonds. No such modification or amendment shall permit any of the following, without the consent of each Bondholder whose rights are affected thereby: a change in the terms of maturity or redemption of any Bond or of any installment of interest thereon; a reduction in the principal amount or Redemption Price of any Bond or in the rate of interest thereon; the creation of a lien on or a pledge of the revenues pledged under the Indenture or any portion thereof that is superior to or on a parity with the lien of the Indenture; the granting of a preference or priority of any Bond or Bonds over any other Bond or Bonds; or a reduction in the aggregate principal amount or classes of Bonds, of which the consent of the registered owners is required to effect any such modification or amendment.

The Series 202[5][6] [ ] Bonds are subject to redemption prior to stated maturity as set forth in the 202[5][6] [ ] Series Supplement.

In lieu of redeeming Series 202[5][6] [ ] Bonds, the Department has reserved the right in the Indenture to purchase such Bonds.

Written notice of redemption shall be provided to the registered owner of each Series 202[5][6] [ ] Bond to be redeemed, as shown on the Bond registration books kept by the Trustee, at least 30 days prior to the redemption date, in the manner and upon the terms and conditions set forth in the Indentures. If notice of redemption shall have been given as aforesaid, the Series 202[5][6] [ ] Bonds or portions thereof specified in said notice shall become due and payable on the redemption date therein fixed, and if, on the redemption date, moneys for the redemption of all the Series 202[5][6] [ ] Bonds or portions thereof to be redeemed, together with interest to the redemption date, shall be available for such payment on said date, then from and after the redemption date interest on such Series 202[5][6] [ ] Bonds or portions thereof so called for redemption shall cease to accrue and be payable.

The Department reserves the right to regulate or restrict the yield or return on the investment of the moneys in any fund, account, or subaccount created under the Indentures or any supplemental indenture, if in the opinion of

---

<sup>2</sup> To be deleted from the initially issued Bonds.

counsel, such regulation or restriction is necessary in order for the interest on the Bonds (other than any series of taxable Bonds issued under the Indenture) of any series issued or to be issued under the Indenture to be exempt from federal income taxation.

The Act provides that neither the officers or directors of the Department nor any person executing the Bonds shall be liable personally on the Bonds by reason of the issuance thereof.

It is hereby certified and recited that all conditions, acts, and things required by law and the Indentures to exist, to have happened, and to have been performed precedent to and in the issuance of this Bond, exist, have happened, and have been performed and that the issuance of this Bond and the series of Bonds of which it is a part are duly authorized by the laws of the State of Texas.

This Bond shall not be entitled to any benefit under the Indentures or be valid or become obligatory for any purpose until this Bond shall have been authenticated by the execution by the Trustee of the Trustee's Certificate or the execution by the Comptroller of Public Accounts of the State of Texas of the Comptroller's Registration Certificate hereon.

IN WITNESS WHEREOF, the TEXAS DEPARTMENT OF HOUSING AND COMMUNITY AFFAIRS has caused this Bond to be signed in its name and on its behalf by the manual or facsimile signature of its duly authorized representative, and its corporate seal (or a facsimile thereof) to be hereunto affixed, imprinted, engraved, or otherwise reproduced and attested by the manual or facsimile signature of its Secretary.

TEXAS DEPARTMENT OF HOUSING AND  
COMMUNITY AFFAIRS

By: \_\_\_\_\_  
[Vice] Chair

Attest:

\_\_\_\_\_  
Secretary

(SEAL)

[FORM OF COMPTROLLER'S REGISTRATION  
CERTIFICATE ON INITIAL BOND]

REGISTRATION CERTIFICATE OF COMPTROLLER OF PUBLIC ACCOUNTS

OFFICE OF THE COMPTROLLER  
OF PUBLIC ACCOUNTS  
THE STATE OF TEXAS

§  
§  
§

REGISTER NO. \_\_\_\_\_

I HEREBY CERTIFY that this Bond has been examined, certified as to validity and approved by the Attorney General of the State of Texas, and duly registered by the Texas Comptroller of Public Accounts.

Witness my signature and seal of office this \_\_\_\_\_.

\_\_\_\_\_  
Comptroller of Public Accounts  
of the State of Texas

(SEAL)

[FORM OF TRUSTEE'S CERTIFICATE OF AUTHENTICATION  
ON EACH BOND OTHER THAN THE INITIAL BOND]

TRUSTEE'S CERTIFICATE OF AUTHENTICATION

This Bond is one of the Bonds delivered pursuant to the within-mentioned Indenture.

Date of Authentication:

\_\_\_\_\_

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

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

[FORM OF ASSIGNMENT]

ASSIGNMENT

For value received, the undersigned sells, assigns, and transfers unto \_\_\_\_\_ the within Bond and does hereby irrevocably constitute and appoint \_\_\_\_\_ attorney to transfer the said Bond on the books kept for registration of the within Bond, with full power of substitution in the premises.

Dated: \_\_\_\_\_

NOTICE: The signature(s) on this assignment must correspond in every particular with the name(s) of the registered owner(s) appearing on the face of the within Bond.

Signature guaranteed by:

\_\_\_\_\_  
NOTICE: Signature must be guaranteed by an "eligible guarantor institution" meeting the requirements of the Trustee, which requirements will include membership or participation in STAMP or such other signature guaranty program as may be determined by the Trustee in addition to, or in substitution for, STAMP, all in accordance with the Securities Exchange Act of 1934, as amended.

**EXHIBIT B**

[[\_\_\_\_\_] TRANSFERRED MORTGAGE CERTIFICATES]

TEXAS DEPARTMENT OF HOUSING AND COMMUNITY AFFAIRS

[NUMBER] SUPPLEMENTAL SINGLE FAMILY MORTGAGE  
REVENUE BOND TRUST INDENTURE

BETWEEN

TEXAS DEPARTMENT OF HOUSING AND COMMUNITY AFFAIRS

AND

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

AUTHORIZING

\$(PRINCIPAL)  
SINGLE FAMILY MORTGAGE REVENUE [REFUNDING] BONDS  
202[5][6] SERIES [ ]

Dated as of [DOC DATE]

---

## TABLE OF CONTENTS

	Page
Parties .....	1
Recitals .....	1

### ARTICLE I

#### DEFINITIONS, STATUTORY AUTHORITY AND PLEDGE OF SECURITY

Section 1.1	Supplemental Indenture .....	5
Section 1.2	Definitions.....	5
Section 1.3	Authority for this 202[5][6] [ ] Supplemental Indenture.....	11
Section 1.4	Rules of Construction.....	11
Section 1.5	Interpretation.....	11
Section 1.6	Effect of Headings and Table of Contents .....	11
Section 1.7	Indenture to Remain in Force.....	11
Section 1.8	Successors and Assigns.....	11
Section 1.9	Separability Clause .....	11
Section 1.10	Benefits of Supplemental Indenture.....	11
Section 1.11	Governing Law .....	12
Section 1.12	Miscellaneous .....	12
Section 1.13	Granting Clause .....	12

### ARTICLE II

#### AUTHORIZATION AND TERMS OF SERIES 202[5][6] [ ] BONDS

Section 2.1	Authorization, Principal Amount, Designation, and Series .....	13
Section 2.2	Purposes .....	13
Section 2.3	Registered Bonds Only; Dates, Denominations, Numbers, and Letters.....	13
Section 2.4	Interest Payment Dates, Interest Rates and Maturities of the Series 202[5][6] [ ] Bonds .....	13
Section 2.5	Conditions to Issuance of Series 202[5][6] [ ] Bonds .....	14
Section 2.6	Special Redemption .....	14
Section 2.7	Optional Redemption .....	14
Section 2.8	Notice of Redemption; Selection of Series 202[5][6] [ ] Bonds to Be Redeemed .....	14
Section 2.9	Form of Series 202[5][6] [ ] Bonds.....	15
Section 2.10	Paying Agent; Method and Place of Payment.....	16
Section 2.11	Bond Depository; Book-Entry System.....	16
Section 2.12	Creation of Additional Funds, Accounts and Subaccounts and Application Thereof.....	17
Section 2.13	Initial Deposits and Transfers into Accounts and Subaccounts .....	19
Section 2.14	Transfer of and Representations and Covenants Relating to [ ] Transferred Mortgage Certificates.....	19
Section 2.15	202[5][6] [ ] Rebate Account .....	19
Section 2.16	202[5][6] [ ] Mortgage Loan Account.....	20
Section 2.17	202[5][6] [ ] Mortgage Certificate Acquisition.....	20
Section 2.18	Transfer of Unexpended Proceeds .....	21

### ARTICLE III

#### FEDERAL INCOME TAX MATTERS

Section 3.1	General Tax Covenant .....	22
-------------	----------------------------	----



Section 3.2	Use of Proceeds.....	22
Section 3.3	Mortgage Eligibility Requirements.....	22
Section 3.4	Targeted Area Residences.....	24
Section 3.5	Mortgage Rate.....	24
Section 3.6	Rebate Requirement.....	24
Section 3.7	No-Arbitrage Covenant.....	25
Section 3.8	Limitations on Investment of Reserve Amounts.....	26
Section 3.9	Limitations on Costs of Issuance .....	26
Section 3.10	No Federal Guaranty.....	26
Section 3.11	Information Reporting.....	26
Section 3.12	Changes in Use of Mortgaged Property .....	26
Section 3.13	Use of Repayments to Redeem Series 202[5][6] [ ] Bonds.....	26
Section 3.14	Recapture .....	26
Section 3.15	Bonds are not Hedge Bonds.....	26
Section 3.16	Sale of 202[5][6] [ ] Mortgage Certificates.....	26
Section 3.17	Record Retention .....	27
Section 3.18	Continuing Obligation.....	27

## ARTICLE IV

### MISCELLANEOUS

Section 4.1	Sale of Series 202[5][6] [ ] Bonds.....	28
Section 4.2	Certain Duties of the Department .....	28
Section 4.3	No Recourse on Series 202[5][6] [ ] Bonds .....	28
Section 4.4	[Redemption of Refunded Bonds.....	28
Section 4.5	Continuing Disclosure Relating to Other Obligated Persons .....	28
Section 4.6	Agreement Regarding Assumption of Certain Home Loans.....	28
Section 4.7	Execution in Several Counterparts.....	28
Section 4.8	[Sale of [ ] Transferred Mortgage Certificates .....	28
Section 4.9	Protection of Trust Estate.....	28
Section 4.10	Notices to Department, Trustee and Paying Agent.....	29
Section 4.11	[Investment Securities.....	30
Section 4.12	Compliance with Texas Government Code .....	<b>Error! Bookmark not defined.</b>
Section 4.13	Instructions via Electronic Means.....	30
Section 4.14	Letter of Instructions; Written Instructions.....	31
Section 4.15	Responsibilities of the Trustee.....	31
EXHIBIT A	FORM OF BOND.....	A-1
EXHIBIT B	[ ] TRANSFERRED MORTGAGE CERTIFICATES].....	B-1

[NUMBER] SUPPLEMENTAL SINGLE FAMILY  
MORTGAGE REVENUE BOND TRUST INDENTURE

AUTHORIZING

\${[PRINCIPAL]}  
SINGLE FAMILY MORTGAGE REVENUE [REFUNDING] BONDS  
202[5][6] SERIES [ ]

THIS [NUMBER] SUPPLEMENTAL SINGLE FAMILY MORTGAGE REVENUE BOND TRUST INDENTURE dated as of [DOC DATE] (together with any amendments hereto, this “202[5][6] [ ] Supplemental Indenture”), is made by and between the TEXAS DEPARTMENT OF HOUSING AND COMMUNITY AFFAIRS, a public and official agency of the State of Texas, (together with any successor to its rights, duties, and obligations hereunder, the “Department”), and THE BANK OF NEW YORK MELLON TRUST COMPANY, N.A., a national banking association, as Trustee (together with any successor trustee hereunder, the “Trustee”).

RECITALS

WHEREAS, the Department and the Trustee have heretofore executed and delivered that certain Amended and Restated Single Family Mortgage Revenue Bond Trust Indenture dated as of June 1, 2017, as amended and supplemented from time to time (the “Indenture”), providing for the issuance from time to time by the Department of one or more series of its Single Family Mortgage Revenue Bonds (collectively, the “Bonds”); and

WHEREAS, the Department has been created and organized pursuant to and in accordance with the provisions of Chapter 2306, Texas Government Code, as such may be amended from time to time (together with other laws of the State of Texas (the “State”) applicable to the Department, the “Act”), for the purpose, among others, of providing a means of financing the costs of residential ownership, development and rehabilitation that will provide safe and sanitary housing for persons and families of low and very low income and families of moderate income (as described in the Act and as determined by the Governing Board of the Department from time to time) at prices they can afford; and

WHEREAS, the Act authorizes the Department: (i) to make and acquire, and to enter into advance commitments to make and acquire, mortgage loans (including participations therein) secured by mortgages on residential housing in the State; (ii) to issue its bonds for the purpose of obtaining funds to make and acquire such mortgage loans or participations therein, to establish necessary reserve funds and to pay administrative and other costs incurred in connection with the issuance of such bonds; and (iii) to pledge all or any part of the revenues, receipts or resources of the Department, including the revenues and receipts to be received by the Department from such mortgage loans or participations therein, and to mortgage, pledge or grant security interests in such mortgages, mortgage loans or participations therein or other property of the Department, to secure the payment of the principal or redemption price of and interest on such bonds; and

[WHEREAS, the Department is authorized under the Act and Chapter 1207, Texas Government Code, as amended, to issue bonds to refund its outstanding obligations and is authorized under the Indenture to issue bonds to refund Bonds issued under the Indenture; and

WHEREAS, Section 1207.002, Texas Government Code, authorizes the Department to issue refunding bonds to refund all or any part of the Department’s outstanding bonds, notes or other general or special obligations; and]

WHEREAS, Sections 1001 and 1002 of the Indenture authorize the Department to adopt and file with the Trustee, a supplemental indenture, authorizing Bonds of a Series and, among other things, to include any other matters and things relative to such Bonds which are not contrary to or inconsistent with the Indenture, to add to the covenants and agreements of the Department, and to pledge other moneys, securities or funds as part of the Trust Estate; and

WHEREAS, pursuant to the Act and Chapter 1372, Texas Government Code, as amended (“Chapter 1372”)

the Department has determined to issue its Single Family Mortgage Revenue [Refunding] Bonds, 202[5][6] Series [ ] (the “Series 202[5][6] [ ] Bonds”) in an aggregate principal amount of \$[PRINCIPAL] pursuant to the Indenture and this 202[5][6] [ ] Supplemental Indenture for the purpose of [(i) acquiring Mortgage Loans, or participations therein, through the purchase of 202[5][6] [ ] Mortgage Certificates, including the payment of legal, financing and other expenses incidental thereto and including funding loans for down payment and closing cost assistance with respect to Assisted Mortgage Loans [,and to repay or refund Repaid FHLB Advances (as hereinafter defined)]; (ii) the making of deposits in amounts, if any, required by the Indenture or this 202[5][6] [ ] Supplemental Indenture to be paid into one or more Funds or Accounts from the proceeds of such Series of Bonds; (iii) payment of Cost of Issuance; and (iv) the payment of Department’s Expenses, including paying lender compensation related to the 202[5][6] [ ] Mortgage Loans][the refunding of its Outstanding Single Family Mortgage Revenue Bonds, [ ] ([collectively,] the “Refunded Bonds”)] ], all under and in accordance with the Constitution and laws of the State; and

[WHEREAS, concurrently with the execution of this 202[5][6] [ ] Supplemental Indenture, the Department and the Trustee are also entering into that certain [NUMBER] Supplemental Residential Mortgage Revenue Bond Trust Indenture of even date herewith (together with any amendments thereto, the “202[5][6] [ ] Supplemental Indenture”) by and between the Department and the Trustee, pursuant to which the Department intends to issue its Residential Mortgage Revenue [Refunding] Bonds, [Taxable] Series 202[5][6] [ ] (the “Series 2024D Bonds”, and together with the Series 202[5][6] [ ] Bonds, the “Series 202[5][6] [ ] Bonds”) for the purposes described in the 202[5][6] [ ] Supplemental Indenture; and]

WHEREAS, the execution and delivery of this 202[5][6] [ ] Supplemental Indenture and the issuance of the Series 202[5][6] [ ] Bonds have been in all respects duly and validly authorized by a written resolution of the Governing Board of the Department; and

WHEREAS, the Trustee has accepted the trusts created by the Indenture and this 202[5][6] [ ] Supplemental Indenture and in evidence thereof has joined in the execution and delivery hereof; and

WHEREAS, except as provided herein, all acts and conditions and things required by the Constitution and laws of the State to happen, exist and be performed precedent to execution and delivery of this 202[5][6] [ ] Supplemental Indenture have happened, exist and have been performed as so required in order to make the Indenture, as supplemented by this 202[5][6] [ ] Supplemental Indenture, a valid, binding and legal instrument for the security of the Series 202[5][6] [ ] Bonds and a valid and binding agreement in accordance with its terms;

NOW, THEREFORE, in consideration of the premises, the acceptance by the Trustee of the trusts hereby created, the purchase and acceptance of the Series 202[5][6] [ ] Bonds by the holders thereof from time to time, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, and for the further purpose of fixing and declaring the terms and conditions upon which the Series 202[5][6] [ ] Bonds are to be issued, authenticated, delivered and accepted by the holders thereof from time to time, the Department and the Trustee do hereby mutually covenant and agree, for the equal and proportionate benefit (except to the extent that such benefit is not equal and proportionate pursuant to the terms of the Indenture and any supplemental indenture thereunder) of the respective holders from time to time of the Bonds, including the Series 202[5][6] [ ] Bonds as follows:

## ARTICLE I

### DEFINITIONS, STATUTORY AUTHORITY AND PLEDGE OF SECURITY

Section 1.1 Supplemental Indenture. This 202[5][6] [ ] Supplemental Indenture is supplemental to, and is adopted in accordance with, Articles III and X of the Indenture.

Section 1.2 Definitions.

(a) Unless defined in subsection (b) of this Section 1.2 or unless the context shall require otherwise, all defined terms contained in the Indenture, shall have the same meanings in this 202[5][6] [ ] Supplemental Indenture (other than in the form of Series 202[5][6] [ ] Bond set forth in Exhibit A hereto) as such defined terms are given in Section 101 of the Indenture.

(b) As used in this 202[5][6] [ ] Supplemental Indenture (other than in the form of Series 202[5][6] [ ] Bond set forth in Exhibit A hereto), unless the context shall otherwise require, the following terms shall have the following respective meanings:

“Account” or “Accounts” shall mean any one or more, as the case may be, of the special trust accounts pertaining to the Series 202[5][6] [ ] Bonds created and established in Section 502 of the Indenture and Section 2.12 hereof.

“Advances” means advances made to the Department by the Federal Home Loan Bank pursuant to the FHLB Agreement.

“Assisted Mortgage Loans” shall mean 202[5][6] [ ] Mortgage Loans that include a related DPA Loan to provide down payment and closing cost assistance.

“Authorized Denominations” shall mean \$[5,000] principal amount or any integral multiples thereof.

“Authorized Representative of the Department” shall mean the [Chair or Vice Chair of the Board of the Department, the Executive Director of the Department, the Director of Administration of the Department, the Director of Financial Administration of the Department, the Deputy Executive Director of Housing Finance of the Department, and the Secretary or any Assistant Secretary to the Board] or any officer or employee of the Department authorized to perform specific acts or duties by resolution duly adopted by the Board and as evidenced by a written certificate delivered to the Trustee containing the specimen signature of such person.

“Board” shall mean the Governing Board of the Department.

“Bond Counsel” shall mean a firm or firms of attorneys selected by the Department, and acceptable to the Trustee, experienced in the field of housing revenue bonds the interest on which is excludable from gross income for federal income tax purposes, and whose legal opinion on such bonds is acceptable in national bond markets.

“Bond Depository” shall mean The Depository Trust Company, New York, New York, a limited purpose trust company organized under the laws of the State of New York, and any successor Bond Depository appointed pursuant to Section 2.11 hereof.

“Business Day” shall mean any day other than a (i) Saturday or Sunday, (ii) day on which banking institutions in New York, New York, the State, or the city in which the payment office of the Paying Agent is located are authorized or obligated by law or executive order to be closed for business, or (iii) day on which the New York Stock Exchange is closed.

“Certificate Accrued Interest” shall mean the amount of interest received in the month following the month of the purchase of a 202[5][6] [ ] Mortgage Certificate by the Trustee which represents the number of days of interest on such 202[5][6] [ ] Mortgage Certificate at the applicable Pass-Through Rate from the first day of the month of

purchase to, but not including, the Certificate Purchase Date.

“Certificate Purchase Date” shall mean, with respect to a 202[5][6] [ ] Mortgage Certificate, the date of purchase thereof by the Trustee on behalf of the Department in accordance with the Servicing Agreement.

“Certificate Purchase Period” shall mean the period from the Issuance Date to and including [ ], but which may be extended to a date no later than [ ], in accordance with Section 2.17 of this 202[5][6] [ ] Supplemental Indenture.

“Chapter 1371” has the meaning given to such term in the recitals hereto.

“Code” shall mean the Internal Revenue Code of 1986, as amended, and, with respect to a specific section thereof, such reference shall be deemed to include (a) the Regulations promulgated under such section, (b) any successor provision of similar import hereafter enacted, (c) any corresponding provision of any subsequent Internal Revenue Code and (d) the regulations promulgated under the provisions described in clauses (b) and (c).

“Compliance Agent” shall mean Hilltop Securities Inc., and its successors and assigns.

“Compliance Agreement” shall mean the Program Administration Agreement dated as of May 24, 2023, by and between the Department and the Compliance Agent, together with any amendments thereto.

“Comptroller” means the Comptroller of Public Accounts of the State of Texas.

“Computation Date” shall mean each Installment Computation Date and the Final Computation Date.

“Contract for Deed Exception” shall mean the exception from certain Mortgage Loan eligibility requirements available with respect to a Borrower possessing land under a contract for deed, as provided in Section 143(i)(1)(C) of the Code.

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

“Counsel’s Opinion” shall mean a written opinion signed by an attorney or firm of attorneys of nationally recognized standing in the field of law relating to municipal bonds (who may also be counsel to the Department) selected by the Department and satisfactory to the Trustee.

“Department” has the meaning given to such term in the first paragraph hereof.

“Depository” shall mean the Texas Treasury Safekeeping Trust Company, acting in accordance with the Depository Agreement, and any successor depository appointed pursuant to Section 601 of the Indenture.

“Depository Agreement” shall mean the Amended and Restated Depository Agreement dated as of August 1, 1991, among the Department, the Trustee and the Depository, relating to the Bonds, together with any amendments or supplements thereto.

“Depository Participant” shall mean a broker, dealer, bank, other financial institution or any other Person for whom from time to time a Bond Depository effects book-entry transfers and pledges of securities deposited with such Bond Depository.

“DPA Loan” means a subordinated, no stated interest loan for down payment and closing costs made to a

mortgagor under the Program in an amount as identified in the commitment lot notice applicable to a 202[5][6] [ ] Mortgage Loan, subject to adjustment from time to time at the direction of the Department. DPA Loans are due on sale, refinance, or repayment of the first mortgage and have a thirty year term. DPA Loans are not considered Mortgage Loans.

“Favorable Opinion of Bond Counsel” shall mean, with respect to any action, or omission of an action, the taking or omission of which requires such an opinion, an unqualified written opinion of Bond Counsel to the effect that such action or omission does not adversely affect the excludability from gross income for federal income tax purposes of interest payable on the Series 202[5][6] [ ] Bonds under existing law (subject to the inclusion of any exceptions contained in the opinion of Bond Counsel delivered upon original issuance of the Series 202[5][6] [ ] Bonds or other customary exceptions acceptable to the recipient thereof).

“FHLB Agreement” means the Advances and Security Agreement, dated November 1, 2016, by and between the Department and the Federal Home Loan Bank of Dallas, as amended, and the side letters executed pursuant thereto.

“Final Computation Date” shall mean the date on which final payment in full of the Series 202[5][6] [ ] Bonds is made.

“Ginnie Mae” shall mean the Government National Mortgage Association, a wholly-owned corporate instrumentality of the United States of America within the Department of Housing and Urban Development, whose powers are prescribed generally by Title III of the National Housing Act of 1934, as amended (12 U.S.C. § 1716 et seq.), and any successor thereto.

“Ginnie Mae Certificate Purchase Price” shall mean, with respect to the Program and the purchase of any Ginnie Mae Certificate thereunder by the Trustee on any Certificate Purchase Date, the total of 100% of the principal balance of the 202[5][6] [ ] Mortgage Loans in the applicable Mortgage Pool on record with Ginnie Mae (subject to adjustment upon written notice from the Department) on the first day of the month in which the subject Certificate Purchase Date occurs, but shall not include any Certificate Accrued Interest thereon.

“Ginnie Mae Guaranty Agreement” shall mean, with respect to the Program, the Commitment to Guarantee Mortgage-Backed Securities (Form HUD-11704) (whether one or more) issued by Ginnie Mae to the Servicer, together with any amendments or supplements thereto or extensions thereof.

“Gross Proceeds” shall mean any Proceeds and any Replacement Proceeds.

“Indenture” shall mean, the Amended and Restated Single Family Mortgage Revenue Bond Trust Indenture dated as of June 1, 2017, between the Department and the Trustee as supplemented and amended from time to time.

“Initial Bond” means the Series 202[5][6] [ ] Bond approved by the Attorney General of the State of Texas and registered by the Comptroller.

“Installment Computation Date” shall mean the last day of the fifth Tax Bond Year and each succeeding fifth Tax Bond Year.

[NEW MONEY]“Interest Payment Date” shall mean, with respect to the Series 202[5][6] [ ] Bonds, each March 1 and September 1, commencing [INITIAL INTEREST DATE], and any other date on which the Series 202[5][6] [ ] Bonds are subject to redemption.

[REFUNDING]“Interest Payment Date” shall mean, with respect to the Series 202[5][6] [ ] Bonds, the first day of each month, commencing [INITIAL INTEREST DATE], and any other date on which the Series 202[5][6] [ ] Bonds are subject to redemption.

“Investment Proceeds” has the meaning set forth in Section 1.148-1(b) of the Regulations and, generally, consist of any amounts actually or constructively received from investing Proceeds.

“Issuance Date” shall mean [CLOSING DATE], the date of initial issuance and delivery of the Series 202[5][6] [ ] Bonds to the Underwriters, as initial purchasers thereof, in exchange for payment of the purchase price of such Series 202[5][6] [ ] Bonds.

“Letter of Instructions” shall mean, with respect to the Series 202[5][6] [ ] Bonds, a written directive and authorization to the Trustee or any Depository specifying the period of time for which such directive and authorization shall remain in effect, executed by two Authorized Representatives of the Department.

“Letter of Representations” shall mean that certain DTC Blanket Issuer Letter of Representations executed by the Department and the Bond Depository.

“Mortgage Loan Principal Payments” shall mean all Mortgage Loan Principal Prepayments and all regularly scheduled payments of principal with respect to all Mortgage Loans included in the 202[5][6] [ ] [Transferred] Mortgage Certificates.

“Mortgage Origination Agreement” shall mean the Master Mortgage Origination Agreement by and between the Department and a Mortgage Lender, together with any amendments thereto.

“Mortgage Pool” shall have the meaning assigned to the term “Pool” in the Servicing Agreement.

“Net Proceeds” means Sale Proceeds, less the portion of any Sale Proceeds invested in a reasonably required reserve or replacement.

“Nonpurpose Investment” shall mean any “investment property,” within the meaning of Section 148(b) of the Code, that is not a purpose investment acquired to carry out the governmental purpose of the Series 202[5][6] [ ] Bonds.

“Optional Redemption Date” shall mean [OPTIONAL REDEMPTION DATE].

“Other Obligated Person” shall mean a Person that is a mortgagor with respect to at least 20% in aggregate principal amount of the Mortgage Loans held under the Indenture.

“Pass-Through Rate” shall mean, the interest rates accruing for each month on a 202[5][6] [ ] Mortgage Certificate, which will equal the mortgage rate of the 202[5][6] [ ] Mortgage Loans backing the 202[5][6] [ ] Mortgage Certificate less servicing and guaranty fees, which fees are retained by the Servicer.

“Paying Agent” shall mean the Trustee.

“Pricing Certificate” means the certificate dated [ ], setting forth the final terms for the Series 202[5][6] [ ] Bonds, executed by an Authorized Representative in accordance with the Resolution.

“Proceeds” shall mean any Sale Proceeds, Investment Proceeds and Transferred Proceeds.

“Program” shall mean the Department’s Single Family Mortgage Purchase Program as set forth and implemented through the Program Agreement.

“Program Agreement” shall mean, collectively, the Mortgage Origination Agreement, the Servicing Agreement, the Compliance Agreement and the Program Guidelines.

“Program Guidelines” shall mean the Program Guidelines for Texas Department of Housing and Community Affairs effective February 21, 2025, relating to specific provisions of the Program, as amended from time to time.

“Purchase Agreement” shall mean the Bond Purchase Agreement dated [PRICING DATE], between the Department and the Underwriters, providing for the purchase of the Series 202[5][6] [ ] Bonds by the Underwriters.

“Rating Agency” shall mean: (i) S&P Global Ratings, a division of S&P Global Inc., and any successor thereto; and (ii) Moody’s Investors Service, Inc. and any successor thereto to the extent either agency then has a rating on the Bonds in effect at the request of the Department.

“Rebate Amount” has the meaning set forth in Section 1.148-3(b) of the Regulations and generally means the excess, as of any date, of the future value of all receipts on Nonpurpose Investments over the future value of all payments on Nonpurpose Investments all as determined in accordance with Section 1.148-3 of the Regulations.

“Rebate Analyst” shall mean a person that is (a) qualified and experienced in the calculation of rebate payments under Section 148 of the Code, (b) chosen by the Department, and (c) engaged for the purpose of determining the amount of required deposits, if any, to the Rebate Fund.

“Record Date” means the close of business on the 15th day of the month (whether or not a Business Day) immediately preceding such Interest Payment Date.

“Redemption Price” shall mean, with respect to any Series 202[5][6] [ ] Bond, the principal amount thereof, plus the applicable premium, if any, payable upon redemption thereof pursuant to such Series 202[5][6] [ ] Bond or the Indentures.

[“Refunded Bonds” shall mean all of the Outstanding [ ] Bonds.]

“Regulations” means the applicable proposed, temporary or final Treasury Regulations promulgated under the Code or, to the extent applicable to the Code, under the Internal Revenue Code of 1954, as such regulations may be amended or supplemented from time to time.

“Repaid FHLB Advances” means the particular Advances specified in the Pricing Certificate.

“Replacement Proceeds” has the meaning set forth in Section 1.148-1(c) of the Regulations and, generally, consist of amounts that have a sufficiently direct nexus to an issue of obligations or the governmental purpose of an issue of obligations to conclude that the amounts would have been used for that governmental purpose if the Proceeds were not used or to be used for that governmental purpose.

“Representative” shall mean [REPRESENTATIVE].

“Resolution” means Resolution No. [ ] authorizing the Bonds, as the same may be amended from time to time in accordance with the terms thereof.

“Revenues” shall mean in addition to those items defined as such in the Indenture, all amounts paid or required to be paid from time to time on the 202[5][6] [ ] Mortgage Certificates, including any payments received from Ginnie Mae pursuant to its guaranty of the Ginnie Mae Certificates, all Mortgage Loan Principal Payments representing the same, all prepayment premiums or penalties received by or on behalf of the Department in respect of the 202[5][6] [ ] Mortgage Certificates and all other net proceeds of such 202[5][6] [ ] Mortgage Certificates.

“Sale Proceeds” has the meaning set forth in Section 1.148-1(b) of the Regulations and, generally, consist of any amounts actually or constructively received from the sale (or other disposition) of any obligation, including amounts used to pay underwriters’ discount or compensation and accrued interest other than pre-issuance accrued interest. Sale Proceeds also include amounts derived from the sale of a right that is associated with any obligation and that is described in Section 1.148-4(b)(4) of the Regulations.

“Series 202[5][6] [ ] Bonds” has the meaning given to such term in the recitals hereto.

“Series 202[5][6] [ ] Supplemental Indenture” has the meaning given to such term in the first paragraph hereof.

“Servicer” shall mean (i) TMS, or any successor thereto as servicer for the Program, including any designee



to act as subservicer on its behalf; and (ii) any additional servicer for the Program as selected by the Department.

“Servicing Agreement” shall mean (i) with respect to TMS, the Servicing Agreement dated as of December 30, 2024, by and between the Department and TMS; and (ii) with respect to any additional servicer, the servicing agreement executed by the Department and such servicer, in any case together with any amendments thereto.

“Sinking Fund Installment” means the principal amount of the Series 202[5][6] [ ] Bonds subject to scheduled mandatory redemption on the respective redemption date set forth in Section 2.6(d) hereof.

“State” shall mean the State of Texas.

“Subaccount” or “Subaccounts” shall mean any one or more, as the case may be, of the special subaccounts pertaining to the Series 202[5][6] [ ] Bonds created in certain Accounts pursuant to Section 2.12 hereof.

“Tax Bond Year” shall mean each one-year period that ends at the close of business on the day selected by the Department. The first and last Tax Bond Years may be short periods. If no day is selected by the Department before the earlier of the date the last Series 202[5][6] [ ] Bond is discharged or the date that is five years after the Issuance Date, Tax Bond Years end on each anniversary of the Issuance Date and on the date the last Series 202[5][6] [ ] Bond is discharged.

“TMS” shall mean The Money Source, Inc., a licensed lender and loan servicer.

“Transferred Proceeds” shall mean the amounts described in Section 1.148-9 of the Regulations.

“202[5][6] [ ] Administrative Subaccount” shall mean the 202[5][6] [ ] Administrative Subaccount within the 202[5][6] [ ] Mortgage Loan Account established pursuant to Section 2.12 hereof.

“202[5][6] [ ] Capitalized Interest Subaccount” shall mean the 202[5][6] [ ] Capitalized Interest Subaccount within the 202[5][6] [ ] Revenue Account established pursuant to Section 2.12 hereof.

“202[5][6] [ ] Costs of Issuance Account” shall mean the 202[5][6] [ ] Costs of Issuance Account of the Mortgage Loan Fund established pursuant to Section 2.12 hereof.

“202[5][6] [ ] Down Payment Assistance Subaccount” shall mean the 202[5][6] [ ] Down Payment Assistance Subaccount within the 202[5][6] [ ] Mortgage Loan Account established pursuant to Section 2.12 hereof.

“202[5][6] [ ] Interest Subaccount” shall mean the 202[5][6] [ ] Subaccount within the Interest Account of the Debt Service Fund established pursuant to Section 2.12 hereof.

“202[5][6] [ ] Mortgage Certificates” shall mean Mortgage Certificates that are purchased by the Trustee on the Issuance Date and on any future date from the proceeds of the Series 202[5][6] [ ] Bonds and pledged by the Department to the Trustee pursuant to the Indenture and this 202[5][6] [ ] Supplemental Indenture as described in any Letter of Instructions to the Trustee described in Section 2.16(a) hereof.

“202[5][6] [ ] Mortgage Loans” shall mean the Mortgage Loans allocated to Proceeds of the Series 202[5][6] [ ] Bonds.

“202[5][6] [ ] Mortgage Loan Account” shall mean the 202[5][6] [ ] Account of the Mortgage Loan Fund established pursuant to Section 2.12 hereof.

“202[5][6] [ ] Principal Subaccount” shall mean the 202[5][6] [ ] Subaccount within the Principal Account of the Debt Service Fund established pursuant to Section 2.12 hereof.

“202[5][6] [ ] Proceeds Account” shall mean the 202[5][6] [ ] Proceeds Account of the Mortgage Loan Fund established pursuant to Section 2.12 hereof.

“202[5][6] [ ] Rebate Account” shall mean the 202[5][6] [ ] Rebate Account of the Expense Fund established pursuant to Section 2.12 hereof.

“202[5][6] [ ] Redemption Subaccount” shall mean the 202[5][6] [ ] Subaccount within the Redemption Account of the Debt Service Fund established pursuant to Section 2.12 hereof.

“202[5][6] [ ] Revenue Account” shall mean the 202[5][6] [ ] Account of the Revenue Fund established pursuant to Section 2.12 hereof.

“Underwriters” shall mean the Representative, and the other underwriters named on the schedule attached to the Purchase Agreement.

“Yield” shall mean (i) with respect to the Series 202[5][6] [ ] Bonds, yield as determined in accordance with Section 143(g)(2)(C) of the Code and (ii) with respect to the 202[5][6] [ ] Mortgage Loans, the effective rate of mortgage interest as determined in accordance with Section 143(g)(2)(B) of the Code.

Section 1.3 Authority for this 202[5][6] [ ] Supplemental Indenture. This 202[5][6] [ ] Supplemental Indenture is adopted pursuant to the provisions of the Act and the Indenture.

Section 1.4 Rules of Construction.

(a) For all purposes of this 202[5][6] [ ] Supplemental Indenture, unless the context requires otherwise, all references to designated Articles, Sections and other subdivisions are to the articles, sections and other subdivisions of this 202[5][6] [ ] Supplemental Indenture.

(b) Except where the context otherwise requires, terms defined in this 202[5][6] [ ] Supplemental Indenture to impart the singular number shall be considered to include the plural number and vice versa.

(c) Unless the context requires otherwise, words of the masculine gender shall be construed to include correlative words of the feminine and neuter genders and vice versa.

(d) This 202[5][6] [ ] Supplemental Indenture and all the terms and provisions hereof shall be liberally construed to effectuate the purposes set forth herein and to sustain the validity of this 202[5][6] [ ] Supplemental Indenture and the Indenture which it supplements.

Section 1.5 Interpretation. The Table of Contents, titles and headings of the Articles and Sections of this 202[5][6] [ ] Supplemental Indenture have been inserted for convenience of reference only and are not to be considered a part hereof and shall not in any way modify or restrict the terms of provisions hereof.

Section 1.6 Effect of Headings and Table of Contents. The Article and Section headings herein and the Table of Contents are for convenience only and shall not affect the construction hereof.

Section 1.7 Indenture to Remain in Force. Except as amended by this 202[5][6] [ ] Supplemental Indenture, the Indenture shall remain in full force and effect as to the matters covered therein.

Section 1.8 Successors and Assigns. All covenants and agreements in this 202[5][6] [ ] Supplemental Indenture by the Department and the Trustee shall bind their respective successors and assigns, whether so expressed or not.

Section 1.9 Separability Clause. In case any provision in this 202[5][6] [ ] Supplemental Indenture shall be invalid, illegal or unenforceable, the validity, legality and enforceability of the remaining provisions shall not in any way be affected or impaired thereby.

Section 1.10 Benefits of Supplemental Indenture. Nothing in this 202[5][6] [ ] Supplemental Indenture or in the Bonds, express or implied, shall give to any Person, other than the parties hereto, their successors

hereunder and the Holders of Bonds any benefit or any legal or equitable right, remedy or claim under this 202[5][6] [ ] Supplemental Indenture.

Section 1.11 Governing Law. This 202[5][6] [ ] Supplemental Indenture shall be construed in accordance with and governed by the laws of the State.

Section 1.12 Miscellaneous. Every “request,” “order,” “demand,” “application,” “notice,” “statement,” “certificate,” “consent,” “instruction,” or similar action hereunder shall, unless the form thereof is specifically provided herein, be in writing, and in the case of the Department signed by an Authorized Representative of the Department or in the case of any other Person signed by its President or Vice President, or other officer serving in similar capacities specifically authorized to execute such writing on behalf of such other Person.

Section 1.13 Granting Clause. In order to secure the payment of the principal of, premium, if any, and interest on the Bonds as the same become due and payable, whether at maturity or by prior redemption, and the performance and observance of all of the covenants and conditions herein contained, and in consideration of the premises, the acceptance by the Trustee of the trust hereby created, the purchase and acceptance of the Bonds by the Holders thereof and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Department does hereby GRANT, BARGAIN, CONVEY, ASSIGN, MORTGAGE, and PLEDGE to the Trustee and its successors in trust hereunder all rights, title and interest of the Department now owned or hereafter acquired in and to the 202[5][6] [ ] Mortgage Certificates, all amounts that may be received with respect to the 202[5][6] [ ] Mortgage Certificates held under the Indenture, including any amendments, extensions, or renewals of the terms thereof, including, without limitation, all present and future rights of the Department to make claim for, collect and receive any income, revenues, issues, profits, insurance proceeds and other sums of money payable to the account of or receivable by the Department under the 202[5][6] [ ] Mortgage Certificates, to bring actions and proceedings under the 202[5][6] [ ] Mortgage Certificates, or for the enforcement thereof, and to do any and all things which the Department is or may become entitled to do under the 202[5][6] [ ] Mortgage Certificates, and the Holders of the Bonds are by such pledge and assignment afforded a beneficial interest in the 202[5][6] [ ] Mortgage Certificates.

[End of Article I]

## ARTICLE II

### AUTHORIZATION AND TERMS OF SERIES 202[5][6] [ ] BONDS

Section 2.1 Authorization, Principal Amount, Designation, and Series. In accordance with and subject to the terms, conditions, and limitations established in the Indenture and this 202[5][6] [ ] Supplemental Indenture, one Series of Single Family Mortgage Revenue [Refunding] Bonds is hereby authorized to be issued in the initial aggregate principal amount of \$[PRINCIPAL]. The Department hereby determines that the issuance of the Series 202[5][6] [ ] Bonds in the initial amount authorized hereby is necessary to provide funds to be used and expended for the purposes set forth in the Indenture and this 202[5][6] [ ] Supplemental Indenture. Each Bond of this Series of Bonds shall be entitled "Single Family Mortgage Revenue Bond, 202[5][6] Series [ ]." The terms of the Series 202[5][6] [ ] Bonds shall be as set forth in Article III of the Indenture and this Article II.

Section 2.2 Purposes. The Series 202[5][6] [ ] Bonds are issued in accordance with subsection 1(3)(b) of Section 302 of the Indenture for the purpose of [(i) acquiring Mortgage Loans, or participations therein, through the purchase of 202[5][6] [ ] Mortgage Certificates, including the payment of legal, financing and other expenses incidental thereto and including funding loans for down payment and closing cost assistance with respect to Assisted Mortgage Loans[, repaying and/or refunding the Repaid FHLB Advances, thereby making funds available to acquire Mortgage Loans, or participations therein, through the purchase of the 202[5][6] [ ] Mortgage Certificates]; (ii) the making of deposits in amounts, if any, required by the Indenture or this 202[5][6] [ ] Supplemental Indenture to be paid into one or more Funds or Accounts from the proceeds of such Series of Bonds; (iii) payment of Cost of Issuance; and (iv) the payment of Department's Expenses, including paying lender compensation related to the 202[5][6] [ ] Mortgage Loans][the refunding of the Refunded Bonds].

Section 2.3 Registered Bonds Only: Dates, Denominations, Numbers, and Letters.

(a) The Series 202[5][6] [ ] Bonds shall be issuable only in the form of fully registered bonds without coupons and may not be exchanged into coupon bonds. The Initial Bond shall be registered to the Representative.

(b) The Series 202[5][6] [ ] Bonds shall be dated as of the date of authentication thereof by the Trustee, unless such date of authentication shall be an Interest Payment Date, in which case they shall be dated as of such Interest Payment Date; provided, however, that if, as shown by the records of the Trustee, interest on the Series 202[5][6] [ ] Bonds shall be in default, the registered Series 202[5][6] [ ] Bonds issued in lieu of Series 202[5][6] [ ] Bonds surrendered for the transfer or exchange may be dated as of the date to which interest has been paid in full on the Series 202[5][6] [ ] Bonds surrendered; provided, further, that if the date of authentication shall be prior to the first Interest Payment Date, the Series 202[5][6] [ ] Bonds shall be dated as of the Issuance Date.

(c) The Series 202[5][6] [ ] Bonds shall be issued in Authorized Denominations.

(d) Unless the Department shall direct otherwise, each Series 202[5][6] [ ] Bond within a maturity of the Series 202[5][6] [ ] Bonds shall be lettered and numbered separately from 00001 upward prefixed by the letters R, the letter M or S depending on whether the maturity is March or September, and the last two digits of the year of maturity, provided that the Initial Bond shall be numbered TR-1.

Section 2.4 Interest Payment Dates, Interest Rates and Maturities of the Series 202[5][6] [ ] Bonds. The Series 202[5][6] [ ] Bonds shall bear interest from the Issuance Date until maturity or prior redemption at the respective rates per annum set forth below. Interest on the Series 202[5][6] [ ] Bonds shall be calculated on the basis of a 360-day year composed of twelve 30-day months, payable on each Interest Payment Date until maturity or prior redemption. The Series 202[5][6] [ ] Bonds shall mature and become payable on the dates and in the respective principal amounts set forth below, subject to prior redemption in accordance with Section 2.6 and Section 2.7 of this 202[5][6] [ ] Supplemental Indenture and Article IV of the Indenture.

Maturity Date

Principal Amount (\$)

Interest Rate

Maturity Date

Principal Amount (\$)

Interest Rate

[INSERT VARIABLE RATE PROVISIONS, AS APPLICABLE]

Section 2.5 Conditions to Issuance of Series 202[5][6] [ ] Bonds. The Series 202[5][6] [ ] Bonds shall be executed by the Department and, except for the Initial Bond shall be delivered to the Trustee and thereupon shall be authenticated by the Trustee and delivered by it to the Department or upon its order, but only upon receipt by the Trustee of the following (in addition to the documents required under the Indenture):

(a) A certificate of an Authorized Representative of the Department to the effect that, on the basis of all facts and estimates and circumstances (including covenants of the Department contained in the Indenture) reasonably expected to be in existence on the Issuance Date, it is not expected that the Proceeds of the Series 202[5][6] [ ] Bonds will be used in a manner that would cause the Series 202[5][6] [ ] Bonds to be arbitrage bonds within the meaning of Section 148(a) of the Code, and the applicable regulations promulgated thereunder, and such certificate shall set forth such facts, estimates, and circumstances (including covenants of the Department contained in the Indenture), which may be in brief and summary terms, and shall state that to the best of the knowledge and belief of such Authorized Representative of the Department there are no other facts, estimates, or circumstances that would materially change such expectation;

(b) The amounts specified in this 202[5][6] [ ] Supplemental Indenture to be deposited in the Accounts and Subaccounts as required herein; and

(c) Written confirmation from each Rating Agency that issuance of the Series 202[5][6] [ ] Bonds will not cause the rating on any Outstanding Bonds (determined without regard to any bond insurance or similar credit enhancement) to be lower than Aaa by Moody's Investors Service and AA+ by S&P Global Ratings or their equivalents, as applicable.

Section 2.6 Special Redemption.

[REDEMPTION PROVISIONS TO COME]

Section 2.7 Optional Redemption.

[REDEMPTION PROVISIONS TO COME]

Section 2.8 Notice of Redemption; Selection of Series 202[5][6] [ ] Bonds to Be Redeemed.

(a) The Trustee shall give notice, in the name of the Department, of the redemption of the Series 202[5][6] [ ] Bonds to the holders thereof, which notice shall specify the Series 202[5][6] [ ] Bonds to be redeemed, the redemption date, and the place or places where amounts due upon such redemption will be payable, and if less than all of the Series 202[5][6] [ ] Bonds are to be redeemed, the letters and CUSIP numbers or other distinguishing marks, principal amounts, maturity dates and interest rates of such Series 202[5][6] [ ] Bonds to be redeemed. Such notice shall further state that on such date there shall become due and payable on each Series 202[5][6] [ ] Bonds to be redeemed the Redemption Price thereof, or the Redemption Price of the specified portions of the principal amount thereof in the case of Series 202[5][6] [ ] Bonds to be redeemed in part only, together with interest accrued to, but not including, the redemption date, and that from and after such date interest thereon shall cease to accrue and be payable. If applicable, such notice shall provide that redemption of the Series 202[5][6] [ ] Bonds is conditioned upon moneys being available for such purpose on the redemption date.

(b) The Trustee shall mail a copy of such notice by first class mail, postage prepaid, not less than 30 days prior to the redemption date, nor more than 60 days to the holders of any Series 202[5][6] [ ] Bonds or portions thereof which are to be redeemed, at the address shown on the registration books maintained by the Trustee.

(c) If the Series 202[5][6] [ ] Bonds are registered in the name of the nominee of the Bond Depository, the Trustee shall deliver, by overnight delivery service, facsimile or such other means as may be requested by the Bond Depository in accordance with its procedures, notice of a redemption in the manner and in substantially the form described above which will allow the Series 202[5][6] [ ] Bonds to be timely redeemed on the redemption date.

(d) Any notice given as provided in this Section shall be conclusively presumed to have been duly given, whether or not the registered owner of such Series 202[5][6] [ ] Bonds receives the notice.

(e) A second notice of redemption shall be given promptly after the 60th day after the redemption date in the manner required above to the registered owners of redeemed Series 202[5][6] [ ] Bonds that have not been presented for payment by the 60th day after the redemption date.

(f) Any notice mailed as provided in this Section shall be conclusively presumed to have been duly given upon mailing or being sent by facsimile to the latest known facsimile address, as applicable, whether or not the registered owner or other intended recipient thereof receives such notice.

(g) Except as specified in Section 2.6.2 and Section 2.6.3 hereof, the Series 202[5][6] [ ] Bonds to be redeemed in part shall be selected at random by the Trustee in such manner as the Trustee in its discretion may deem fair and appropriate. A portion of any Series 202[5][6] [ ] Bond may be redeemed, but only in an Authorized Denomination. While the Series 202[5][6] [ ] Bonds are held by the Bond Depository, Series 202[5][6] [ ] Bonds shall be selected for redemption as described in Section 2.11 hereof.

#### Section 2.9 Form of Series 202[5][6] [ ] Bonds.

(a) Each Series 202[5][6] [ ] Bond shall be in substantially the form and tenor of Exhibit A attached hereto, which Exhibit A is incorporated herein as if fully set forth in this 202[5][6] [ ] Supplemental Indenture, with such omissions, insertions, and variations as permitted or required by the Indenture. The registration certificate of the Comptroller of Public Accounts of the State of Texas and the certificate of authentication of the Trustee shall be in the form set forth in Exhibit A. The Department is hereby authorized, in its discretion, to provide for the assignment of CUSIP numbers for the Series 202[5][6] [ ] Bonds and to have such CUSIP numbers printed thereon, and the Department may direct the Trustee to use such CUSIP numbers in notices of redemption, provided that any such notice may state that no representation is made by the Trustee or the Department as to the correctness of such CUSIP number either as printed on the Series 202[5][6] [ ] Bonds or as contained in any notice of redemption. There may be printed on or attached to each Series 202[5][6] [ ] Bond registered in the name of the Bond Depository a schedule for the purpose of notation by the Bond Depository of the portion of the principal amount thereof which shall have been paid and the portion of the principal amount thereof which remains Outstanding and unpaid.

(b) Notwithstanding the foregoing, the Initial Bond shall be in the form set forth in Exhibit A, except that the form of the single fully-registered Initial Bond shall be modified as follows:

(i) Immediately under the name of the bond issue and the legends, the existing headings shall be omitted and replaced with the following headings:

“No. TR-1

Dated Date: [CLOSING DATE]

[\$[PRINCIPAL]

Registered Owner: [REPRESENTATIVE]

Principal Amount: [ ] MILLION DOLLARS”

(ii) The first paragraph shall be replaced with the following:

The TEXAS DEPARTMENT OF HOUSING AND COMMUNITY AFFAIRS (herein called the “Department”), a public and official agency of the State of Texas, organized and existing under and by virtue of the laws of the State of Texas, acknowledges itself indebted to and FOR VALUE RECEIVED, hereby promises to pay to the registered owner named above or registered assigns, but solely from the sources and in the manner hereinafter

provided on the maturity date specified below, unless redeemed prior thereto as hereinafter provided, the principal amount set forth above in any coin or currency of the United States of America which at the time of payment is legal tender for the payment of public and private debts, and to pay interest on such principal sum to the registered owner hereof in like coin or currency from the Issuance Date of this Bond or from the most recent date to which interest on this Bond (or any Bond in exchange for, or in lieu of, which this Bond was issued), has been paid at the interest rates per annum set forth below, calculated on the basis of a 360-day year composed of twelve 30-day months, payable on [INITIAL INTEREST DATE], and each September 1 and March 1 thereafter (each, an "Interest Payment Date") to the date of maturity or earlier redemption, until the Department's obligation with respect to the payment of such principal amount shall be discharged, in accordance with the following schedule:

[Insert maturity schedule from Section 2.4 of the Supplemental Indenture.]

The principal amount or Redemption Price of this Bond shall be payable upon presentation and surrender of this Bond, at the applicable office of The Bank of New York Mellon Trust Company, N.A. (such bank and any successor in such capacity being referred to as the "Trustee"). Notwithstanding the foregoing, in no event shall the cumulative amount of interest paid or payable on any Bond (including interest calculated as provided in the Indentures (as defined below), together with all other amounts that constitute interest on the Bonds under the laws of the State of Texas that are contracted for, charged, reserved, taken or received pursuant to the Indentures) through any Interest Payment Date or through the date of payment of such Bond (whether at maturity, by acceleration or upon earlier redemption) exceed the "net interest cost" that will produce a "net effective interest rate" of greater than 15% per annum or, to the extent allowed by law, such greater "net effective interest rate" as may be allowed from time to time. The terms "net interest cost" and "net effective interest rate," as used herein, shall have the respective meanings ascribed to them in Chapter 1204, Texas Government Code, as amended.

#### Section 2.10 Paying Agent; Method and Place of Payment.

(a) The Trustee is hereby appointed as Paying Agent for the Series 202[5][6] [ ] Bonds and the Trustee hereby accepts such appointment. The Series 202[5][6] [ ] Bonds shall be payable with respect to interest and principal of and the Redemption Price in any coin or currency of the United States of America which at the time is legal tender for the payment of public and private debts. The interest on each Series 202[5][6] [ ] Bond shall be payable by check or draft mailed on each Interest Payment Date to the Person in whose name such Series 202[5][6] [ ] Bond is registered as of the Record Date, at the address of such Person as shown on the registry books of the Department kept and maintained by the Trustee. The principal, Redemption Price of and interest on the Series 202[5][6] [ ] Bonds shall also be payable at any other place that may be provided for such payment by the appointment of any other Paying Agent for the Series 202[5][6] [ ] Bonds as permitted by the Indenture.

(b) Notwithstanding the foregoing, for so long as the Bond Depository is the exclusive registered owner of the Series 202[5][6] [ ] Bonds and for owners of not less than \$1,000,000 in aggregate principal amount of the Series 202[5][6] [ ] Bonds, and except for the final payment of principal of the Series 202[5][6] [ ] Bonds at maturity the principal amount, Redemption Price thereof and the interest thereon shall be payable by wire transfer in immediately available federal funds to the Bond Depository or such owners to an account in the continental United States without the necessity of any immediate presentation and surrender of Series 202[5][6] [ ] Bonds pursuant to written instructions from the registered owner.

#### Section 2.11 Bond Depository; Book-Entry System.

(a) The Department hereby appoints The Depository Trust Company, New York, New York, as Bond Depository for the Series 202[5][6] [ ] Bonds. In accordance with the Letter of Representations, the Department shall cause the initial Series 202[5][6] [ ] Bonds to be registered in the name of Cede & Co., as nominee for the Bond Depository, and to be delivered to the Bond Depository on the Issuance Date.

(b) With respect to Series 202[5][6] [ ] Bonds registered in the registry books of the Department required to be maintained by the Trustee pursuant to Section 308 of the Indenture in the name of Cede & Co. or any successor Bond Depository, or a nominee therefor, the Department and the Trustee shall have no responsibility or obligation to any Depository Participant or to any Person on behalf of whom such Depository Participant holds an interest in Series 202[5][6] [ ] Bonds. The Department and the Trustee may treat and consider the registered owner

of any Series 202[5][6] [ ] Bond as the holder and absolute owner of such Series 202[5][6] [ ] Bond for the purpose of payment of the principal and Redemption Price of and interest with respect to such Series 202[5][6] [ ] Bond, for the purpose of giving notices of redemption and other matters with respect to such Series 202[5][6] [ ] Bond, for the purpose of registering transfers and exchanges with respect to such Series 202[5][6] [ ] Bond, and for all other purposes whatsoever. The Trustee shall pay all the principal amount and Redemption Price of and interest on the Series 202[5][6] [ ] Bonds only to or upon the order of the respective registered owners of the Series 202[5][6] [ ] Bonds and all such payments shall be valid and effective with respect to such payments to the extent of the sum or sums so paid. The Department and the Trustee shall have no responsibility or obligation with respect to (i) the accuracy of the records of The Depository Trust Company, any successor Bond Depository or any Depository Participant with respect to any ownership interest in Series 202[5][6] [ ] Bonds, (ii) the delivery to any Depository Participant or any other Person, other than a registered owner of a Series 202[5][6] [ ] Bond as shown in the registry books required to be kept and maintained pursuant to Section 308 of the Indenture, of any notice with respect to the Series 202[5][6] [ ] Bonds, including any notice of redemption, or (iii) the payment to any Depository Participant or any other Person, other than a registered owner of a Series 202[5][6] [ ] Bond, of any amount with respect to any Series 202[5][6] [ ] Bond. The rights of Depository Participants and Persons on behalf of whom any Depository Participant holds a beneficial interest in Series 202[5][6] [ ] Bonds shall be limited to those established by law and agreements between such Depository Participants and other Persons and the applicable Bond Depository.

(c) In the event that either (i) the Bond Depository that is, directly or through a nominee, the registered owner of all of the Outstanding Series 202[5][6] [ ] Bonds notifies the Trustee and the Department that it is no longer willing or able to discharge its responsibilities as a Bond Depository or (ii) the Department determines that continuance of the existing book-entry system for ownership of interests in the Series 202[5][6] [ ] Bonds is not in the best interest of such owners of beneficial interests in the Series 202[5][6] [ ] Bonds, then the Department shall direct the Bond Depository to terminate the existing book-entry system for ownership of interests in the Series 202[5][6] [ ] Bonds. Upon such termination, the Department shall promptly select a substitute Bond Depository (and shall notify the Trustee in writing of such selection) to provide a system of book-entry ownership of beneficial interests in the Series 202[5][6] [ ] Bonds, if one is available satisfactory to the Department, and the ownership of all Series 202[5][6] [ ] Bonds shall be transferred on the registry books required to be kept and maintained pursuant to Section 308 of the Indenture to such successor Bond Depository, or its nominee. In the alternative, the Department may direct the Trustee, in writing, to, and if the Department fails to promptly designate a successor Bond Depository the Trustee, without further direction, shall, notify the Depository Participants, through the Bond Depository for the Series 202[5][6] [ ] Bonds, of the availability of Bonds registered in the names of such Persons as are owners of beneficial interests in the Series 202[5][6] [ ] Bonds and, upon surrender to the Trustee of the Outstanding Series 202[5][6] [ ] Bonds held by the Bond Depository, accompanied by registration instructions from the Bond Depository, the Trustee shall, at the expense of the transferees, cause to be printed and authenticated Series 202[5][6] [ ] Bonds, in Authorized Denominations, to the owners of beneficial interests in the Series 202[5][6] [ ] Bonds as of the date of the termination of the existing book-entry ownership system for the Series 202[5][6] [ ] Bonds. Neither the Department nor the Trustee shall be liable for any delay in delivery of such instructions and may conclusively rely on, and shall be protected in relying upon, such instructions. So long as the Department has designated a Bond Depository to provide a system of book-entry ownership of the Series 202[5][6] [ ] Bonds, all of the Series 202[5][6] [ ] Bonds must be held under such book-entry system. Prior to any transfer of the Series 202[5][6] [ ] Bonds outside the Book-Entry Only system (including, but not limited to, the initial transfer outside the Book-Entry Only system) the transferor shall provide or cause to be provided to the Trustee all information necessary to allow the Trustee to comply with any applicable tax reporting obligations, including without limitation any cost basis reporting obligations under Internal Revenue Code Section 6045, as amended. The Trustee shall conclusively rely on the information provided to it and shall have no responsibility to verify or ensure the accuracy of such information.

(d) Notwithstanding any other provisions in Article II of this 202[5][6] [ ] Supplemental Indenture, the Department and the Trustee may, but shall not be required to, enter into separate agreements with one or more Bond Depositories which may provide for alternative or additional provisions with respect to the delivery of notices, payment of interest and/or principal, or any other matters.

#### Section 2.12 Creation of Additional Funds, Accounts and Subaccounts and Application Thereof.

(a) Pursuant to the provisions of subsection 4 of Section 713 of the Indenture, there is established by this Section 2.12, for the Series 202[5][6] [ ] Bonds, an Account in each Fund and a Subaccount in each Account



established by Section 502 of the Indenture. Each such Account and Subaccount shall be known and designated as the 202[5][6] [ ] Account or Subaccount followed by the appropriate reference to the Fund or the Account within the Fund to which such Account or Subaccount relates. In addition, there are hereby established for the Series 202[5][6] [ ] Bonds the following additional Funds, Accounts and Subaccounts:

(i) (A) within the Mortgage Loan Fund, (1) a temporary Account to be known and designated as the 202[5][6] [ ] Proceeds Account, and (2) a temporary Account to be known and designated as the 202[5][6] [ ] Costs of Issuance Account, and (B) within the 202[5][6] [ ] Mortgage Loan Account, (1) the 202[5][6] [ ] Down Payment Assistance Subaccount; and (2) the 202[5][6] [ ] Administrative Subaccount;

(ii) within the 202[5][6] [ ] Revenue Account, a 202[5][6] [ ] Capitalized Interest Subaccount; and

(iii) within the Expense Fund held by the Department, an additional Account designated as the 202[5][6] [ ] Rebate Account.

The Department may also, pursuant to a Letter of Instructions, establish additional Accounts and Subaccounts for such purposes as the Department may determine from time to time.

(b) Unless an Event of Default shall have occurred and be continuing, Revenues from the 202[5][6] [ ] Mortgage Certificates or from the investment or reinvestment of moneys on deposit in each Account or Subaccount for the Series 202[5][6] [ ] Bonds shall be kept separate and apart from the Revenues attributable to other Mortgage Loans or other Mortgage Certificates or attributable to the investment and reinvestment of the moneys on deposit under the Indenture with respect to any other Series. The Accounts and Subaccounts described in this Section shall be for the equal benefit of the Holders of all of the Bonds. The segregation of the Accounts and Subaccounts as required by this Section 2.12 is for the purpose of making the calculations required by Sections 143(g) and 148 of the Code, and is not for the purpose of giving a priority or preference to the Bonds of one Series over that of another Series. Except as provided in this Section, the Revenues and proceeds of a Series shall continue to be used as provided in Article V of the Indenture.

(c) The Costs of Issuance incurred by the Department in connection with the issuance of the Series 202[5][6] [ ] Bonds shall be payable from amounts deposited in the 202[5][6] [ ] Costs of Issuance Account.

(d) Deposits to and Transfers from the 202[5][6] [ ] Revenue Account.

(i) In accordance with Section 504 of the Indenture, all payments received with respect to the 202[5][6] [ ] Mortgage Certificates shall be deposited in the 202[5][6] [ ] Revenue Account.

(ii) Pursuant to subsection 2 of Section 505 of the Indenture, the Trustee shall transfer from the Revenue Fund amounts on deposit therein in the following order of priority:

(1) First, on each Interest Payment Date or any other date for the redemption of the Series 202[5][6] [ ] Bonds, to the 202[5][6] [ ] Interest Subaccount, to the extent required so that the balance in said account equals the amount of interest which will be due and payable on the Series 202[5][6] [ ] Bonds on such Interest Payment Date or redemption date;

(2) Second, monthly, upon receipt of Mortgage Loan Principal Payments, to the 202[5][6] [ ] Principal Subaccount, one-sixth of the amount required to pay maturing principal and the unsatisfied balance of any Sinking Fund Installment on any Series 202[5][6] [ ] Bonds on the next Interest Payment Date; and

(3) Third, monthly, upon receipt of Mortgage Loan Principal Payments, to the 202[5][6] [ ] Redemption Subaccount, any remaining Mortgage Loan Principal Payments to be applied monthly to the redemption of Series 202[5][6] [ ] Bonds pursuant to Section 2.6(b) hereof.

(iii) On or after each Interest Payment Date and pursuant to a Letter of Instructions, the Trustee shall transfer to the 202[5][6] [ ] Redemption Subaccount from the 202[5][6] [ ] Revenue Account the amount in such Account after taking into account (1) the provision for payment of Debt Service on the Series 202[5][6] [ ] Bonds on such Interest Payment Date, (2) the required transfers of the amounts to the 202[5][6] [ ] Redemption Subaccount and the 202[5][6] [ ] Principal Subaccount pursuant to Section 2.12(d)(ii) of this 202[5][6] [ ] Supplemental Indenture, and (3) the payment of Department Expenses in accordance with subsection 1 of Section 505 of the Indenture, and such excess revenues shall be used to redeem Series 202[5][6] [ ] Bonds in accordance with Section 2.6(c) hereof.

Section 2.13 Initial Deposits and Transfers into Accounts and Subaccounts. The proceeds of the Series 202[5][6] [ ] Bonds initially shall be deposited by the Trustee in the 202[5][6] [ ] Proceeds Account. There shall be deposited, out of the proceeds of the Series 202[5][6] [ ] Bonds, the amounts specified in the Letter of Instructions to the Trustee authorizing the authentication and delivery of the Series 202[5][6] [ ] Bonds, into the Funds, Accounts and Subaccounts specified therein. After completion of such transfers, the 202[5][6] [ ] Proceeds Fund shall be closed. After payment of all costs, any funds remaining in the 202[5][6] [ ] Costs of Issuance Account shall be transferred to the Surplus Revenues Account pursuant to a Letter of Instructions.

Section 2.14 Transfer of and Representations and Covenants Relating to [ ] Transferred Mortgage Certificates. All [ ] Transferred Mortgage Certificates are hereby allocated to the [ ] Mortgage Loan Account. The Department represents and covenants that each of the [ ] Transferred Mortgage Certificates is a Mortgage Loan that, at the date of acquisition, met the requirements set forth in Section 705 of the Indenture.

Section 2.15 202[5][6] [ ] Rebate Account.

(a) At the beginning of each Tax Bond Year, the Department shall calculate the estimated Rebate Amount that will be payable on the next occurring Computation Date, as set forth in Section 3.6(a)(ii) hereof. In calculating the Rebate Amount, the Department may rely upon a Counsel's Opinion or an opinion of a Rebate Analyst that the method of calculation utilized by the Department complies with the requirements of Section 148 of the Code and Section 1.148-3 of the Regulations. If, in making such calculations, the Department determines that there is an insufficient amount currently on deposit in the 202[5][6] [ ] Rebate Account to make the payment required by Section 3.6(a)(ii) hereof, then the Department shall (i) immediately transfer the amount of such deficiency from any other account in the Expense Fund or (ii) instruct the Trustee to transfer such amount to the 202[5][6] [ ] Rebate Account from the Revenue Fund and the Trustee shall transfer from the 202[5][6] [ ] Revenue Account to the 202[5][6] [ ] Rebate Account the amounts so specified, all in accordance with Section 505(1) of the Indenture. If, in making such calculations, the Department determines that there is a negative Rebate Amount, then the Department may direct the Trustee in writing to transfer from the 202[5][6] [ ] Rebate Account to the Revenue Fund the amount then on deposit in the 202[5][6] [ ] Rebate Account.

(b) All earnings resulting from the investment of amounts on deposit in the 202[5][6] [ ] Rebate Account shall be credited to the 202[5][6] [ ] Rebate Account.

(c) No later than 55 days after each Computation Date for the Series 202[5][6] [ ] Bonds, the Department shall deliver the items set forth in Section 3.6(a) to the Trustee. Not later than 60 days after each Computation Date for the Series 202[5][6] [ ] Bonds, the Trustee shall withdraw from the 202[5][6] [ ] Rebate Account the amounts described in Section 3.6(a)(ii) hereof and remit to the United States of America the amounts required to be paid to the United States of America in accordance with written instructions from the Department, which shall be in compliance with Sections 1.148-1 through 1.148-8 of the Regulations or any successor regulation.

(d) If the Department discovers or is notified that any amount due to the United States of America in an amount described in Section 3.6(a)(ii) hereof has not been paid to the United States of America pursuant hereto as required or that any payment paid to the United States of America pursuant hereto has failed to satisfy any requirement of Section 148(f) of the Code or Section 1.148-3 of the Regulations (whether or not such failure shall be due to any default by the Department or the Trustee), the Department, shall immediate transfer any amounts due as set forth in Section 3.6(b) hereof and shall deliver to the Trustee any documents required pursuant Section 3.6(b) hereof. Upon receipt of such amount and documentation relating thereto, the Trustee shall withdraw from the 202[5][6] [ ] Rebate Account the amounts described in Section 3.6(b) hereof and remit to the United States of America the amounts

required to be paid in accordance with written instructions from the Department, which shall be in compliance with Regulations Sections 1.148-1 through 1.148-8 or any successor regulation.

(e) Each payment required to be made to the United States of America pursuant to this Section shall be submitted to the Internal Revenue Service Center, Philadelphia, Pennsylvania 19255 or such other address as provided by law or regulation and shall be accompanied by Internal Revenue Service Form 8038-T properly completed by the Department with respect to the Series 202[5][6] [ ] Bonds.

Section 2.16 202[5][6] [ ] Mortgage Loan Account. The 202[5][6] [ ] Mortgage Loan Account established pursuant to Section 2.12(a) hereof shall be credited with all amounts deposited therein from whatever source. The amounts in such Account shall be used to purchase, on each Certificate Purchase Date within the Certificate Purchase Period, 202[5][6] [ ] Mortgage Certificates. On [ ], unless the Certificate Purchase Period is extended in accordance with Section 2.17 hereof, unexpended Proceeds of the Series 202[5][6] [ ] Bonds shall be transferred from the 202[5][6] [ ] Mortgage Loan Account to the 202[5][6] [ ] Redemption Subaccount in accordance with Section 2.6(a) hereof.

Section 2.17 202[5][6] [ ] Mortgage Certificate Acquisition.

(a) As instructed by the Department, the Trustee shall use amounts on deposit in the 202[5][6] [ ] Mortgage Loan Account to acquire the 202[5][6] [ ] Mortgage Certificates as more particularly described in a Letter of Instructions.

(b) The purchase of the 202[5][6] [ ] Mortgage Loans shall be accomplished through the purchase of Ginnie Mae Certificates in accordance with the Program Agreement, and no 202[5][6] [ ] Mortgage Loan shall be eligible for purchase unless it has been included in a Mortgage Pool and the beneficial ownership thereof is represented by a 202[5][6] [ ] Mortgage Certificate. Following the purchase of any 202[5][6] [ ] Mortgage Certificate, all payments received by the Trustee with respect thereto shall be deemed to be payments of principal and interest with respect to the 202[5][6] [ ] Mortgage Loans included in the Mortgage Pool pertaining to such 202[5][6] [ ] Mortgage Certificate.

(c) On each applicable Certificate Purchase Date, the Trustee shall purchase Ginnie Mae Certificates at the Ginnie Mae Certificates Purchase Price, from amounts available in the 202[5][6] [ ] Mortgage Loan Account in accordance with this subsection (c) unless otherwise instructed by the Department in a Letter of Instructions.

(d) Each 202[5][6] [ ] Mortgage Certificate purchased shall bear interest at the applicable Pass-Through Rate. Ginnie Mae Certificates shall be accepted by the Trustee only if:

(i) The Ginnie Mae Certificates acquired by the Trustee on behalf of the Department shall be held at all times by the Trustee in trust for the benefit of the Bondholders and shall be registered in the name of the Trustee or its nominee or credited to the account of the Trustee at a clearing corporation as defined under and pursuant to the Uniform Commercial Code applicable to such corporation, which corporation shall be registered as a "Clearing Agency" pursuant to Section 17A of the Securities Exchange Act of 1934, as amended. For a Ginnie Mae Certificate that is in the form of a book-entry maintained on the records of the Participants Trust Corporation, or any successor depository institution ("PTC") ("Book Entry Security"), the Trustee shall receive confirmation from PTC that PTC has made an appropriate entry in its records of the transfer of such Book Entry Security to a limited purpose account of the PTC Participant (defined below), and identifying such Book Entry Security as belonging to the Trustee, so that the Trustee at all times has a first priority perfected security interest in such Ginnie Mae Certificates. The "PTC Participant" (if not the Trustee) shall be a "financial intermediary" (as defined in Section 8-313 of the Uniform Commercial Code as in effect in the state in which the Book Entry Security is deposited) which is a participant in PTC and which has a custody agreement with the Trustee with respect to the Ginnie Mae Certificate to be transferred as Book Entry Securities through PTC. In the custody agreement, the PTC Participant must agree (w) to act as agent of the Trustee for purposes of causing, upon instructions of the Trustee, the transfer of Book Entry Securities to the PTC account of the PTC Participant, (x) to issue to the Trustee confirmation of the transfer of each Book Entry Security to the PTC Participant, (y) to identify each such Book Entry Security in its records as belonging to the Trustee, and (z) to accept instructions only from the Trustee with respect to the

transfer of such Book Entry Securities. The Ginnie Mae Certificate shall be identified on the records of the PTC Participant as being held by such PTC Participant solely and exclusively for the benefit of the Trustee. The PTC Participant shall send a confirmation to the Trustee of such transfer of the Ginnie Mae Certificate to the PTC Participant. The PTC Participant shall cause each Book Entry Security to be transferred to and held in a Limited Purpose Account (or such other account as may be created or identified in the PTC Rules (the "Rules") in which PTC does not have any lien on any Book Entry Security held therein). The Trustee shall have evidence that (xx) the receiving PTC Participant has delivered to PTC an irrevocable instruction to the effect that all fees arising in connection with the specified Limited Purpose Account are to be charged to another account maintained by PTC for the receiving PTC Participant, and (yy) PTC has delivered a certificate to the receiving PTC Participant to the effect that, based on the instruction regarding payment of PTC fees, PTC will not charge the specified Limited Purpose Account for so long as the instruction remains in effect. If the Trustee does not receive a payment or advice of payment on a Ginnie Mae Certificate when due (if the Ginnie Mae Certificates are held by the Trustee, on the fifteenth day of each month with regard to Ginnie Mae I Certificates and twentieth day of each month with regard to Ginnie Mae II Certificates and if the Ginnie Mae Certificates are held by PTC, on the seventeenth day of each month with regard to Ginnie Mae I Certificates and twenty-second day of each month with regard to Ginnie Mae II Certificates), the Trustee shall promptly telephonically notify, and demand payment from Ginnie Mae, in the case of Ginnie Mae I Certificates, or Chemical Bank as paying agent for Ginnie Mae in the case of Ginnie Mae II Certificates. To the extent the Ginnie Mae Certificates are subject to book-entry transfer, the Trustee shall so notify PTC. Notwithstanding the foregoing, the Trustee shall comply with such procedures as are prescribed by Ginnie Mae from time to time; and

(ii) Sufficient amounts are available in the appropriate Accounts to pay the applicable Ginnie Mae Certificate Purchase Price.

Section 2.18 Transfer of Unexpended Proceeds. On the last day of the Certificate Purchase Period (or such earlier date as directed in writing by the Department), unless the Certificate Purchase Period is extended in accordance with this Section 2.18, the Trustee shall transfer the amounts in the 202[5][6] [ ] Mortgage Loan Account remaining unexpended for acquisition of 202[5][6] [ ] Mortgage Certificates in such amounts as provided in a Letter of Instructions from the 202[5][6] [ ] Mortgage Loan Account to the 202[5][6] [ ] Special Redemption Account to be applied to the redemption of Series 202[5][6] [ ] Bonds pursuant to Section 2.6(a) hereof. The Certificate Purchase Period for amounts in the 202[5][6] [ ] Mortgage Loan Account may be extended to a date certain as set out in a Letter of Instructions to the Trustee, upon delivery to the Trustee no later than 30 days prior to the last day of the then existing Certificate Purchase Period of the following:

- (a) a Favorable Opinion of Bond Counsel; and
- (b) confirmation from each Rating Agency that such extension will not adversely affect the rating on the Series 202[5][6] [ ] Bonds assigned by such Rating Agency.

The Department shall provide written notice to the Servicer at least thirty (30) days prior to the last day of the then existing Certificate Purchase Period of any such proposed extension of the Certificate Purchase Period.

[End of Article II]

## ARTICLE III

### FEDERAL INCOME TAX MATTERS

Section 3.1 General Tax Covenant. The Department covenants not to take any action, or knowingly omit to take any action, within its control, that, if taken or omitted, respectively, would cause the interest on the Series 202[5][6] [ ] Bonds to be includable in gross income for federal income tax purposes. In furtherance thereof, the Department covenants to comply with Section 103 and 141, 143, and 146 through 150 of the Code and the provisions set forth in the Federal Tax Certificate executed by the Department in connection with the Series 202[5][6] [ ] Bonds. The Department and the Trustee may amend this 202[5][6] [ ] Supplemental Indenture to reflect the deletion or substitution of any such requirement specified in this Article III in the manner provided in Section 1002 of the Indenture. The Department will not be required to comply with any of the federal tax covenants set forth in this Article III if the Department has received a Favorable Opinion of Bond Counsel regarding such noncompliance.

Section 3.2 Use of Proceeds. The Department covenants that:

(a) all of the Proceeds of the Series 202[5][6] [ ] Bonds (other than amounts used to pay Costs of Issuance of the Series 202[5][6] [ ] Bonds) will be used to (i) finance owner-occupied residences [or (ii) repay Advances within 90 days of the Issue Date of the Series 202[5][6] [ ] Bonds];

(b) the Proceeds of the Series 202[5][6] [ ] Bonds will not be used in a way that would cause the Series 202[5][6] [ ] Bonds to meet the private business use tests set forth in Section 141(b) of the Code;

(c) all Sale Proceeds of the Series 202[5][6] [ ] Bonds and any Investment Proceeds thereon that are to be used to finance owner-occupied residences (i) will be used for such purpose within the 42-month period beginning on the Issuance Date of the Series 202[5][6] [ ] Bonds or (ii) to the extent not so used, will be used to redeem Series 202[5][6] [ ] Bonds within such period; and no portion of the Proceeds of the Series 202[5][6] [ ] Bonds will be used to finance any 202[5][6] [ ] Mortgage Loan or DPA Loan or to acquire any Mortgage Certificate after the close of such period; and

(d) [all Transferred Proceeds of the Series 202[5][6] [ ] Bonds resulting from the repayment of Advances and any Investment Proceeds thereon that are to be used to finance owner-occupied residences (i) will be used for such purpose within the 42-month period beginning on the Issuance Date of the earliest Advance or (ii) to the extent not so used, will be used to redeem Series 202[5][6] [ ] Bonds within such period, and no portion of such Proceeds of the Series 202[5][6] [ ] Bonds will be used to finance any 202[5][6] [ ] Mortgage Loan or DPA Loan or to acquire any Mortgage Certificate after the close of such period.]

Section 3.3 Mortgage Eligibility Requirements.

(a) The Department covenants: (i) to attempt in good faith to meet, with respect to each 202[5][6] [ ] Mortgage Loan, before the execution thereof, the mortgage eligibility requirements of Section 143(c), (d), (e), (f) and (i) of the Code (as more fully described in subsections (b), (c), (d), (e) and (f), respectively, of this Section 3.3), by placing restrictions in the Program Agreement or other similar agreements that permit the origination and purchase of 202[5][6] [ ] Mortgage Loans only in accordance with such requirements and by establishing reasonable procedures to ensure compliance with such requirements, including investigation by the Mortgage Lenders and the Servicer or the Department (or its agent) to determine that each 202[5][6] [ ] Mortgage Loan meets such requirements; (ii) to use all due diligence to assure that all of the Proceeds of the Series 202[5][6] [ ] Bonds that are applied to the financing of 202[5][6] [ ] Mortgage Loans are applied to finance 202[5][6] [ ] Mortgage Loans that, as of the date of execution thereof, meet all such requirements; and (iii) to correct any failure to meet such requirements within a reasonable period after such failure is first discovered by causing the non-qualifying 202[5][6] [ ] Mortgage Loan to be accelerated or to be replaced with a 202[5][6] [ ] Mortgage Loan that meets such requirements if the non-qualifying 202[5][6] [ ] Mortgage Loan defect cannot be cured within such reasonable period. The Department covenants that each Mortgage Lender selected for participation in the Program that services Mortgage Loans under the Program shall be required to enter into an agreement or agreements containing, in addition to servicing requirements relating to the Mortgage Loans set forth in Section 710 of the Indenture, that each Mortgage Lender shall represent and warranty that it: (i) maintains an Office of Foreign Assets Control (“OFAC”) compliance program, and

(ii) is responsible for and best positioned to conduct OFAC scanning of all relevant data with respect to the serviced portfolio (including borrower names/addresses) in accordance with its OFAC compliance program. As used herein, "OFAC compliance program" shall refer to those programs, policies, procedures and measures designed to ensure compliance with, and prevent violations of, all economic sanctions, laws, rules, regulations, executive orders and requirements administered by OFAC, or any other applicable authority with jurisdiction over such Mortgage Lender. Each Mortgage Lender shall agree to, among other things: (i) perform effective and timely OFAC scanning in accordance with such Mortgage Lender's OFAC compliance program of all relevant data with respect to the portfolio of assets serviced pursuant to the Indenture; (ii) if a Borrower at any time becomes or is otherwise determined to be an OFAC sanctions target that requires blocking or rejection of a portfolio asset held by the Trustee under or in connection with the Indenture, take all actions required by OFAC regulations, including, without limitation (a) conducting all necessary investigations and communications with OFAC (including reporting) concerning the portfolio assets that such Mortgage Lender determines are subject to OFAC restrictions, (b) blocking the assets of any OFAC sanctions target in such portfolio serviced by such Mortgage Lender (including any related payments from the same), and (c) obtain any licenses from OFAC necessary for such Mortgage Lender and the Trustee to perform their respective services under the Indenture with respect to sanctioned assets and/or borrowers; and (iii) promptly provide notice in writing to the Trustee of any portfolio assets that such Mortgage Lender determines are subject to OFAC restrictions and consult with the Trustee on the action plan to handle those assets.

(b) The Department covenants to require, and the Program Agreement requires, with respect to each 202[5][6] [ ] Mortgage Loan, a certification of the Borrower and other appropriate evidence demonstrating that, in accordance with Section 143(c) of the Code, the residence being financed with the proceeds of such 202[5][6] [ ] Mortgage Loan is a single-family residence located within the State that the Borrower reasonably expects to occupy as his or her principal residence within a reasonable time (e.g., 60 days) after the financing is provided.

(c) The Department covenants to require, and the Program Agreement requires, with respect to each 202[5][6] [ ] Mortgage Loan, a certification of the Borrower and other appropriate evidence demonstrating that, in accordance with Section 143(d) of the Code, the Borrower has not had, within the three-year period ending on the date of execution of the applicable 202[5][6] [ ] Mortgage Loan, a present ownership interest in a principal residence; provided, however, that (i) the Department may purchase 202[5][6] [ ] Mortgage Loans that do not satisfy the foregoing requirement, so long as such purchase does not cause less than 95% of the Net Proceeds of the Series 202[5][6] [ ] Bonds to have been used to finance such non-conforming loans; (ii) financings with respect to targeted area residences will be treated as meeting such requirement; (iii) financings described in the Contract For Deed Exception will be treated as meeting such requirement; and (iv) financings of any residence for any veteran (as defined in Section 101 of Title 38, United States Code), if such veteran has not previously qualified for and received financing pursuant to the exception, will be treated as meeting such requirement.

(d) The Department covenants to require and the Program Agreement requires, with respect to each 202[5][6] [ ] Mortgage Loan, a certification of the Borrower and other appropriate evidence demonstrating that, in accordance with Section 143(e) of the Code, the acquisition cost of the residence being financed with the proceeds of such 202[5][6] [ ] Mortgage Loan does not exceed 90% of the average area purchase price applicable to such residence (110% in the case of a targeted area residence).

(e) The Department covenants to require and the Program Agreement requires, with respect to each 202[5][6] [ ] Mortgage Loan, a certification of the Borrower and other appropriate evidence demonstrating that, in accordance with Section 143(f) of the Code, the Borrower's family income does not exceed: (i) for an individual or a family of two persons, 100% of the applicable median family income (120% in the case of a Borrower acquiring a targeted area residence); or (ii) for a family of three or more persons, 115% of the applicable median family income (140% in the case of a Borrower acquiring a targeted area residence).

(f) The Department covenants to require and the Program Agreement requires, with respect to each 202[5][6] [ ] Mortgage Loan, a certification of the Borrower and other appropriate evidence demonstrating that, in accordance with Section 143(i) of the Code, the 202[5][6] [ ] Mortgage Loan is not made for the purpose of acquiring or replacing an existing mortgage (i.e., that the Borrower does not have an existing mortgage (whether or not paid off) on the residence securing the 202[5][6] [ ] Mortgage Loan at any time prior to the execution of the 202[5][6] [ ] Mortgage Loan), except for a mortgage falling within the Contract for Deed Exception or a mortgage securing a construction period loan, a bridge loan or other similar temporary initial financing having a term of 24 months or less.

The Department further covenants not to permit the assumption of any 202[5][6] [ ] Mortgage Loan unless the requirements described in subsection (b), (c), (d) and (e), respectively, of this Section 3.3 are met with respect to such assumption. Borrowers described in the Contract for Deed Exception shall be treated as meeting the requirements of this paragraph (f).

(g) The Department covenants to require and the Program Agreement requires, that each 202[5][6] [ ] Mortgage Loan include provisions for acceleration in the event that the Department discovers that any of such mortgage eligibility requirements have not been met with respect to such 202[5][6] [ ] Mortgage Loan.

(h) The following terms used in this Section 3.3 shall have the respective meanings set forth in Section 143 of the Code and the Regulations promulgated thereunder: acquisition cost, applicable median family income, average area purchase price, family income, mortgage, present ownership interest, principal residence, residence, single family residence, and targeted area residence.

Section 3.4 Targeted Area Residences. The Department covenants that an amount equal to at least 20% of the Sale Proceeds of the Series 202[5][6] [ ] Bonds and Investment Proceeds thereon that are made available for the purchase of 202[5][6] [ ] Mortgage Loans has been or will be made available for at least one year after the date on which owner-financing was first made available with respect to targeted area residences (within the meaning of Section 143(j) of the Code). The Department will attempt with reasonable diligence to use such proceeds to purchase mortgage loans pertaining to such targeted area residences by conducting an advertising campaign reasonably designed to inform the general public of the availability of such proceeds, and shall take such other and further actions to assure that, to the maximum extent practicable, such proceeds are used for such purpose.

Section 3.5 Mortgage Rate. The Department will take all actions necessary to ensure that the blended Yield on the 202[5][6] [ ] Mortgage Loans properly allocable under Sections 1.148-1 through 1.148-10 of the Regulations to the Series 202[5][6] [ ] Bonds will not exceed the Yield on the Series 202[5][6] [ ] Bonds (all as computed by or on behalf of the Department in accordance with Section 143(g) of the Code and Sections 1.148-1 and 1.148-10 of the Regulations) by more than 1.125%. To the extent that the Yield on the 202[5][6] [ ] Mortgage Loans exceeds the Yield on the Series 202[5][6] [ ] Bonds by more than 1.125%, the Department will make yield reduction payments ("Yield Reduction Payments") to the federal government as set forth in Section 1.148-5(c) of the Regulations and as set forth below.

Section 3.6 Rebate Requirement. The Department covenants to comply with the requirement that "rebateable arbitrage earnings" on the investment of the Gross Proceeds of the Series 202[5][6] [ ] Bonds, within the meaning of Section 148(f) of the Code, be rebated to the federal government.

(a) Delivery of Documents and Money on Computation Dates. The Department will deliver to the Trustee, within 55 days after each Computation Date for the Series 202[5][6] [ ] Bonds,

(i) a statement, signed by an Authorized Representative of the Department, stating the Rebate Amount for the Series 202[5][6] [ ] Bonds as of such Computation Date and the amount of any Yield Reduction Payment due;

(ii) (A) if such Computation Date is an Installment Computation Date, an amount which, together with any amount then held in the 202[5][6] [ ] Rebate Account, is equal to at least 90% of the Rebate Amount as of such Installment Computation Date, less any "previous rebate payments" (determined in accordance with Section 1.148-3(f)(1) of the Regulations), made to the United States of America with respect to the Series 202[5][6] [ ] Bonds and Yield Reduction Payments, or (B) if such Computation Date is a Final Computation Date, an amount which, together with any amount then held for the credit of the 202[5][6] [ ] Rebate Account is equal to the Rebate Amount as of such Final Computation Date, less any "previous rebate payments" (determined in accordance with Section 1.148-3(f)(1) of the Regulations), made to the United States of America with respect to the Series 202[5][6] [ ] Bonds and Yield Reduction Payments; and

(iii) an Internal Revenue Service Form 8038-T, Arbitrage Rebate, Yield Reduction and Penalty in Lieu of Arbitrage Rebate ("Form 8038-T") properly signed and completed as of such Computation Date.

(b) Correction of Underpayments. If the Department discovers or is notified that any amount due to the United States of America in an amount described in Section 3.6(a)(ii) above has not been paid as required pursuant to Section 2.14 hereof or that any payment paid to the United States of America pursuant hereto has failed to satisfy any requirement of Section 148(f) of the Code or Section 1.148-3 of the Regulations (whether or not such failure shall be due to any default by the Department or the Trustee), the Department will (i) deliver to the Trustee (for deposit to the 202[5][6] [ ] Rebate Account) and cause the Trustee to pay to the United States of America from the 202[5][6] [ ] Rebate Account (A) the Rebate Amount or Yield Reduction Payments that the Department failed to pay, plus any interest specified in Section 1.148-3(h)(2) of the Regulations, if such correction payment is delivered to and received by the Trustee within 175 days after such discovery or notice, or (B) if such correction payment is not delivered to and received by the Trustee within 175 days after such discovery or notice, the amount determined in accordance with clause (A) of this subparagraph plus the 50 percent penalty required by Section 1.148-3(h)(1) of the Regulations, and (ii) deliver to the Trustee and the Department a Form 8038-T completed as of such date. If such Rebate Amount or Yield Reduction Payments, together with any penalty and/or interest due, is not paid to the United States of America in the amount and manner and by the time specified in the Regulations, the Department will take such steps as are necessary to prevent the Series 202[5][6] [ ] Bonds from becoming an "arbitrage bond" within the meaning of Section 148 of the Code. The Trustee shall not be liable for any penalties incurred with respect to the calculation and payment of the Rebate Amount or Yield Reduction Payments.

(c) Records. The Department will retain all of its accounting records relating to the Funds, Accounts and Subaccounts and all calculations made in preparing the statements described in this Section 3.6 for at least three years after the later of (i) the final maturity of the Series 202[5][6] [ ] Bonds or (ii) the first date on which no Series 202[5][6] [ ] Bonds are Outstanding.

(d) Fees and Expenses. The Department agrees to pay all of the fees and expenses of a nationally recognized bond counsel, a certified public accountant and any Arbitrage Analyst or other necessary consultant employed by the Department or the Trustee in connection with computing the Yield Reduction Payments and Rebate Amount.

(e) No Diversion of Rebatable Arbitrage. The Department will not indirectly pay any amount otherwise payable to the federal government pursuant to the foregoing requirements to any person other than the federal government by entering into any investment arrangement with respect to the Gross Proceeds of the Series 202[5][6] [ ] Bonds that is not purchased at fair market value (as defined in Section 1.148-5(d)(6)(iii) of the Regulations) or includes terms that the Department would not have included if the Series 202[5][6] [ ] Bonds were not subject to Section 148(f) of the Code.

(f) Rebate Not Required in Certain Circumstances.

(i) Notwithstanding the foregoing, the Department will not be required to perform the obligations set forth in this Section 3.6, except for the obligation to retain accounting records and the payment of expenses as described herein, if (A) the Yield on the Mortgage Loans does not exceed the Yield on the Bonds by more than 1.125% or (B) the Department has not earned any "rebatable arbitrage earnings" and, therefore, is not subject to the rebate obligation set forth in Section 148(f) of the Code. To the extent that the Department will not be required to perform such obligations, the Department will send written notice to the Trustee within 55 days after the applicable Computation Date.

(ii) Notwithstanding anything to the contrary in this 202[5][6] [ ] Supplemental Indenture requiring a payment to be made based on the Rebate Analyst's calculations showing a rebate being due, no payment will be made by the Trustee to the United States of America if the Department furnishes to the Trustee a Favorable Opinion of Bond Counsel.

Section 3.7 No-Arbitrage Covenant. The Department covenants that it will make such use of the Gross Proceeds of the Series 202[5][6] [ ] Bonds and related Revenues, regulate investments of proceeds of the Series 202[5][6] [ ] Bonds and related Revenues, and take such other and further action as may be required so that the



Series 202[5][6] [ ] Bonds will not be “arbitrage bonds” within the meaning of Section 148(a) of the Code. The Department hereby expressly reserves the right to direct the Trustee or any Depository to make specific investments to ensure compliance with this Section 3.7 and Section 3.8 hereof.

Section 3.8 Limitations on Investment of Reserve Amounts. The Department covenants that at no time will the aggregate amount of money held in any reasonably required reserve for the Series 202[5][6] [ ] Bonds that is invested in Nonpurpose Investments and at a yield higher than the yield on such Series 202[5][6] [ ] Bonds, exceed the least of (i) 10% of the Sale Proceeds of the Series 202[5][6] [ ] Bonds; (ii) the maximum annual principal and interest requirements on the issue, or (iii) 125 percent of the average annual principal and interest requirements on the issue.

Section 3.9 Limitations on Costs of Issuance. The Department covenants that the Costs of Issuance financed with the Proceeds of the Series 202[5][6] [ ] Bonds will not exceed two percent of the Sale Proceeds of the Series 202[5][6] [ ] Bonds.

Section 3.10 No Federal Guaranty. The Department covenants not to take any action, or knowingly omit to take any action within its control, that, if taken or omitted, respectively, would cause any of the Series 202[5][6] [ ] Bonds to be “federally guaranteed” within the meaning of Section 149(b) of the Code, except as permitted by Section 149(b) of the Code.

Section 3.11 Information Reporting. The Department covenants to file or cause to be filed with the Secretary of the Treasury, not later than the 15th day of the second calendar month after the close of the calendar quarter in which the Series 202[5][6] [ ] Bonds are issued, an information statement concerning the Series 202[5][6] [ ] Bonds, all under and in accordance with Section 149(e) of the Code, and that it will file or cause to be filed such additional information reports as may be required by Section 149(e) of the Code.

Section 3.12 Changes in Use of Mortgaged Property. The Department acknowledges that the provisions of Section 150(b) of the Code (relating to changes in use of property financed with the proceeds of private activity bonds) apply to the 202[5][6] [ ] Mortgage Loans (including Mortgage Loans represented by Mortgage Certificates), and covenants to advise each Borrower with respect to a Mortgage Loan of such provisions.

Section 3.13 Use of Repayments to Redeem Series 202[5][6] [ ] Bonds. So long as any of the Series 202[5][6] [ ] Bonds are Outstanding, the Department covenants that the portion of each Mortgage Loan Principal Payment allocable to the Series 202[5][6] [ ] Bonds received on or after the ten year anniversary of the Issuance Date (or, in the case of the portion of a Mortgage Loan Principal Payment related to the 202[5][6] [ ] Mortgage Certificates purchased with transferred proceeds of the Series 202[5][6] [ ] Bonds, the ten-year anniversary of the date of issuance of the original bond issue) will be used to redeem Series 202[5][6] [ ] Bonds not later than the close of the first semiannual period beginning after the date such Mortgage Loan Principal Payment is received, unless the Department has received a Favorable Opinion of Bond Counsel and the Department has fulfilled the other requirements of Section 2.6 with respect to the use of such payments to redeem other Bonds.

Section 3.14 Recapture. The Department covenants to comply with the provisions of Section 143(m) of the Code (regarding the recapture of a portion of the federal subsidy from the use of qualified mortgage bonds) with respect to each 202[5][6] [ ] Mortgage Loan.

Section 3.15 Bonds are not Hedge Bonds. The Department covenants that not more than 50% of the Sale Proceeds of the Series 202[5][6] [ ] Bonds will be invested in Nonpurpose Investments having a substantially guaranteed yield for four years or more within the meaning of Section 149(g)(3)(A)(ii) of the Code, and the Department reasonably expects that at least 85% of the spendable proceeds of the Series 202[5][6] [ ] Bonds will be used to carry out the governmental purposes of the Series 202[5][6] [ ] Bonds within the three-year period beginning on the Issuance Date.

Section 3.16 Sale of 202[5][6] [ ] Mortgage Certificates. Notwithstanding any other provision of the Indenture, the Department may sell the 202[5][6] [ ] Mortgage Certificates in whole or in part only upon delivery by the Department of (i) a Counsel’s Opinion that such sale will not cause all or any portion of the 202[5][6] [ ]

Mortgage Certificates, or the Series 202[5][6] [ ] Bonds to be classified as a “taxable mortgage pool” within the meaning of Section 7701(i) of the Code; and (ii) written confirmation from each Rating Agency that such sale will not adversely affect the then current ratings on the Bonds (determined without regard to any bond insurance or similar credit enhancement).

Section 3.17 Record Retention. The Department will retain all pertinent and material records relating to the use and expenditure of the proceeds of the Series 202[5][6] [ ] Bonds until three years after the last Series 202[5][6] [ ] Bonds is redeemed or paid at maturity, or such other period as authorized by subsequent guidance issued by the Department of Treasury, if applicable. All records will be kept in a manner that ensures their complete access throughout the retention period. For this purpose, it is acceptable that such records are kept either as hardcopy books and records or in an electronic storage and retrieval system, provided that such electronic system includes reasonable controls and quality assurance programs that assure the ability of the Department to retrieve and reproduce such books and records in the event of an examination of the Series 202[5][6] [ ] Bonds by the Internal Revenue Service.

Section 3.18 Continuing Obligation. Notwithstanding any other provision of this 202[5][6] [ ] Supplemental Indenture, the Department’s obligations under the covenants and provisions of this Article III will survive the defeasance and discharge of the Series 202[5][6] [ ] Bonds for as long as such matters are relevant to the excludability of interest on the Series 202[5][6] [ ] Bonds from gross income for federal income tax purposes.

[End of Article III]

ARTICLE IV  
MISCELLANEOUS

Section 4.1     Sale of Series 202[5][6] [ ] Bonds. The Series 202[5][6] [ ] Bonds authorized to be issued herein in the aggregate principal amount of \$[PRINCIPAL] shall be sold to the Underwriters at an aggregate purchase price \$210,833,049.65 (representing the par amount of the Series 202[5][6] [ ] Bonds plus a premium in the amount of \$10,833,049.65), on the terms and conditions set forth in the Purchase Agreement, and upon the basis of the representations therein set forth.

Section 4.2     Certain Duties of the Department. The Department covenants that, in addition to such other duties as may be required under the Indenture and this 202[5][6] [ ] Supplemental Indenture the Department will not voluntarily take any action or fail to take any action that will impair the ability of the Department to satisfy the Asset Test set forth in the Indenture during any period in which the Series 202[5][6] [ ] Bonds remain Outstanding. [Prior to an Event of Default and so long as the Series 202[5][6] [ ] Bonds remain Outstanding, the Department will not use Mortgage Loan Principal Payments on the [ ] Transferred Mortgage Certificates for the purpose of paying Department Expenses.]

Section 4.3     No Recourse on Series 202[5][6] [ ] Bonds. No recourse shall be had for payment of the principal or Redemption Price of or interest on the Series 202[5][6] [ ] Bonds or for any claim based thereon or on this 202[5][6] [ ] Supplemental Indenture against any Board member, officer or employee of the Department or the Trustee or any person executing or authenticating the Series 202[5][6] [ ] Bonds, and neither the Board members, officers or employees of the Department or the Trustee nor any person executing or authenticating the Series 202[5][6] [ ] Bonds shall be liable personally on the Series 202[5][6] [ ] Bonds by reason of the issuance thereof.

Section 4.4     [Redemption of Refunded Bonds. The Department has instructed the Trustee to redeem the Refunded Bonds.]

Section 4.5     Continuing Disclosure Relating to Other Obligated Persons. The Board hereby determines that an Other Obligated Person would be an “obligated person” (as defined in Rule 15c2-12 (the “Rule”)), for whom financial information and operating data would be presented in any final official statement relating to the Series 202[5][6] [ ] Bonds had such Person been known at the time of the offering thereof. Based upon the objective criteria specified in the definition of Other Obligated Person, the Board concludes that no Borrower eligible to participate in the Program would be an Other Obligated Person.

Section 4.6     Agreement Regarding Assumption of Certain Home Loans. The Board agrees not to permit the assumption of any Mortgage Loan that would cause any Person to become an Other Obligated Person.

Section 4.7     Execution in Several Counterparts. This 202[5][6] [ ] Supplemental Indenture may be simultaneously executed in several counterparts, all of which shall constitute one and the same instrument and each of which shall be, and shall be deemed to be, an original.

Section 4.8     [Sale of [ ] Transferred Mortgage Certificates. Notwithstanding any other provision of the Indenture, the Department may sell the [ ] Transferred Mortgage Certificates in whole or in part only upon delivery by the Department of written confirmation from each Rating Agency that such sale will not adversely affect the then current ratings on the Bonds (determined without regard to any bond insurance or similar credit enhancement).]

Section 4.9     Protection of Trust Estate.

(a)     At the request of the Trustee, the Department will from time to time execute and deliver all such supplements and amendments hereto and all such financing statements, continuation statements, instruments of further assurance and other instruments, and will take such other action as may be necessary or advisable to:

(i)     grant more effectively all or any portion of the Trust Estate;

(ii) maintain or preserve the lien of the Indenture and this 202[5][6] [ ] Supplemental Indenture or carry out more effectively the purposes hereof;

(iii) perfect, publish notice of or protect the validity of any grant made or to be made by the Indenture or this 202[5][6] [ ] Supplemental Indenture;

(iv) enforce any of the documents executed in connection with this 202[5][6] [ ] Supplemental Indenture;

(v) preserve and defend title to the Trust Estate and the rights of Trustee and of owners of the Series 202[5][6] [ ] Bonds in the other property held as part of the Trust Estate against the claims of all Persons and parties; or

(vi) pay all taxes or assessments levied or assessed upon the Trust Estate when due.

(b) The Department hereby designates the Trustee as its agent and attorney-in-fact to execute any financing statement, continuation statement or other instrument required pursuant to this Section 4.7; provided, however, that such designation shall not be deemed to create a duty on the Trustee to monitor the compliance of the Department with the foregoing covenants and provided further, that the duty of the Trustee to execute any instrument required pursuant to this Section 4.7 shall arise only if the Trustee has actual knowledge by notice in writing of any failure of the Department to comply with the provisions of this Section 4.7. Such power-of-attorney is coupled with an interest and is irrevocable, and the Department hereby ratifies and confirms all that the Trustee may do by virtue thereof. The Department shall be responsible for all reasonable costs incurred by the Trustee in the preparation and filing of all such continuation statements hereunder. Notwithstanding anything to the contrary contained herein or in the Indenture, the Trustee shall not be responsible for any initial filings of any financing statements or the information contained therein (including the exhibits thereto), the perfection of any such security interest, the accuracy or sufficiency of any description of collateral in such initial filings or the filing of any modifications or amendments to the initial filings required by any amendments to Chapter 9 of the Texas Business and Commerce Code. Unless the Trustee shall have been notified in writing by the Department that any such initial filing or description of collateral was or has become defective, the Trustee shall be fully protected in relying on such initial filing and the information contained therein when filing any continuation statements or modifications thereto pursuant to this Section 4.7(b) or Section 1205 of the Indenture and when filing any continuation statements in the same filing offices as the initial filings were made.

Section 4.10 Notices to Department, Trustee and Paying Agent. All notices, demands and requests to be given to or made hereunder to the Department, the Trustee or the Paying Agent shall be given or made in writing and shall be deemed to be properly given or made if sent by United States certified or registered mail, return receipt requested, postage prepaid, addressed as follows:

(a) As to the Department:

Texas Department of Housing and Community Affairs  
221 East 11th Street  
Austin, Texas 78701-2410  
Attention: Executive Director

(b) As to the Trustee and Paying Agent:

The Bank of New York Mellon Trust Company, N.A.  
4655 Salisbury Road, Suite 300  
Jacksonville, Florida 32256  
Attention: Richard Dillard

Section 4.11 [Investment Securities]. The [NAME OF INVESTMENT AGREEMENT] by and among [INVESTMENT PROVIDER], the Department, the Texas Treasury Safekeeping Trust Company and the Trustee, dated as of the Issuance Date is hereby included as a permitted "Investment Security" with respect to the Bonds.]

Section 4.12 Verifications of Statutory Representations and Covenants. The Trustee makes the following verifications, representation and covenants pursuant to Chapters 2252, 2271, 2274, and 2276, Texas Government Code (the "Government Code"), each as heretofore amended, in entering into this 202[5][6] [ ] Supplemental Indenture, [the 202[5][6] [ ] Supplemental Indenture,] Depository Agreement and the Continuing Disclosure Agreement dated as of [DOC DATE], between the Department and the Trustee (the "Disclosure Agreement", and together with the 202[5][6] [ ] Supplemental Indenture, [the 202[5][6] [ ] Supplemental Indenture] and the Depository Agreement, each a "Representation Document"). As used in such verifications, "affiliate" means an entity that controls, is controlled by, or is under common control with the Trustee within the meaning of SEC Rule 405, 17 C.F.R. § 230.405, and exists to make a profit. Liability for breach of any such verification during the term of the respective Representation Document shall survive until barred by the applicable statute of limitations, and shall not be liquidated or otherwise limited by any provision of such Representation Document, notwithstanding anything in the applicable Representation Document to the contrary.

(a) *Not a Sanctioned Company*. The Trustee represents that neither it nor any of its parent company, wholly- or majority-owned subsidiaries, and other affiliates is a company identified on a list prepared and maintained by the Texas Comptroller of Public Accounts under Section 2252.153, Government Code, or Section 2270.0201, Government Code. The foregoing representation excludes the Trustee and each of its parent company, wholly- or majority-owned subsidiaries, and other affiliates, if any, that the United States government has affirmatively declared to be excluded from its federal sanctions regime relating to Sudan or Iran or any federal sanctions regime relating to a foreign terrorist organization.

(b) *No Boycott of Israel*. The Trustee hereby verifies that it and its parent company, wholly- or majority-owned subsidiaries, and other affiliates, if any, do not boycott Israel and will not boycott Israel during the term of each Representation Document. As used in the foregoing verification, "boycott Israel" has the meaning provided in Section 2271.001, Government Code.

(c) *No Discrimination Against Firearm Entities*. The Trustee hereby verifies that it and its parent company, wholly- or majority-owned subsidiaries, and other affiliates, if any, do not have a practice, policy, guidance, or directive that discriminates against a firearm entity or firearm trade association and will not discriminate against a firearm entity or firearm trade association during the term of each Representation Document. As used in the foregoing verification, "discriminate against a firearm entity or firearm trade association" has the meaning provided in Section 2274.001(3), Government Code.

(d) *No Boycott of Energy Companies*. The Trustee hereby verifies that it and its parent company, wholly- or majority-owned subsidiaries, and other affiliates, if any, do not boycott energy companies and will not boycott energy companies during the term of each Representation Document. As used in the foregoing verification, "boycott energy companies" has the meaning provided in Section 2276.001(1), Government Code.

The Trustee represents and verifies that it is aware of the Office of the Texas Attorney General's ("Texas Attorney General") All Bond Counsel Letter, dated November 1, 2023, that is available on the website of the Texas Attorney General using the following link: (<https://www.texasattorneygeneral.gov/sites/default/files/files/divisions/public-finance/ABCLetter-11-01-2023.pdf>) and the Texas Attorney General's supplemental All Bond Counsel Letter, dated November 16, 2023, that is available on the website of the Texas Attorney General using the following link: (<https://texasattorneygeneral.gov/sites/default/files/files/divisions/public-finance/ABCLetter-11-06-2023.pdf> ). The Trustee represents and verifies that the Trustee has on file a standing letter ("Standing Letter"), in the form set forth as Exhibit A to the Updated Recommendations for Compliance with Texas BPA Verification and Representation

Requirements issued by the Municipal Advisory Council of Texas, dated December 1, 2023 (available at <https://www.mactexas.com/Document/HB89Letter/>), addressing the representations and verifications in this Section 4.12(a) through (d).

The Trustee further represents and verifies that its Standing Letter remains in effect as of the Issuance Date and that the Texas Attorney General has not notified the Trustee that a determination has been made that the Trustee boycotts energy companies or has a policy that discriminates against firearm entities or firearm trade associations under the laws of the State of Texas.

Section 4.13 Instructions via Electronic Means. The Trustee shall have the right to accept and act upon instructions, including funds transfer instructions (“Instructions”), given pursuant to the Indenture and delivered using Electronic Means; provided, however, that the Department shall provide to the Trustee an incumbency certificate listing Authorized Representatives of the Department with the authority to provide such Instructions and containing specimen signatures of such Authorized Representative of the Department, which incumbency certificate shall be amended by the Department whenever a person is to be added or deleted from the listing. “Electronic Means” as used herein shall mean the following communications methods: e-mail, secure electronic transmission containing applicable authorization codes, passwords and/or authentication keys issued by the Trustee, or another method or system specified by the Trustee as available for use in connection with its services hereunder. If the Department elects to give the Trustee Instructions using Electronic Means and the Trustee in its discretion elects to act upon such Instructions, the Trustee’s understanding of such Instructions shall be deemed controlling. The Department understands and agrees that the Trustee cannot determine the identity of the actual sender of such Instructions and that the Trustee shall conclusively presume that directions that purport to have been sent by or on behalf of an Authorized Representative listed on the incumbency certificate provided to the Trustee have been sent by or on behalf of such Authorized Representative. The Department shall be responsible for ensuring that only Authorized Representatives of the Department transmit or authorize the transmission of such Instructions to the Trustee and that the Department and all Authorized Representatives of the Department are solely responsible to safeguard the use and confidentiality of applicable user and authorization codes, passwords and/or authentication keys upon receipt by the Department. The Trustee shall not be liable for any losses, costs or expenses arising directly or indirectly from the Trustee’s reliance upon and compliance with such Instructions notwithstanding such directions conflict or are inconsistent with a subsequent written instruction. The Department agrees: (i) to assume all risks arising out of the use of Electronic Means to submit Instructions to the Trustee, including without limitation the risk of the Trustee acting on unauthorized Instructions, and the risk of interception or misuse by third parties; (ii) that it is fully informed of the protections and risks associated with the various methods of transmitting Instructions to the Trustee and that there may be more secure methods of transmitting Instructions than the method(s) selected by Department; (iii) that the security procedures (if any) to be followed in connection with its transmission of Instructions provide to it a commercially reasonable degree of protection in light of its particular needs and circumstances; and (iv) to notify the Trustee immediately upon learning of any compromise or unauthorized use of the security procedures.

Section 4.14 Letter of Instructions; Written Instructions. The Trustee may conclusively rely on any Letter of Instructions or written instructions delivered to the Trustee and shall not be responsible for any loss or liability resulting from the investment of funds or otherwise, but only so long as the Trustee follows such Letter of Instructions or written instructions in all material respects.

Section 4.15 Responsibilities of the Trustee. Notwithstanding anything to the contrary in the Indenture: (a) subject to the provisions of subsection 2 of Section 902 of the Indenture, the Trustee shall not be liable in connection with the performance of its duties hereunder except for its own negligence or willful misconduct; and (b) the Trustee may act through agents or attorneys and shall not be responsible for the misconduct or negligence of such agents or attorneys appointed with due care. Subject to the provisions of Section 902 of the Indenture, the Department further agrees, to the extent permitted by law, to indemnify and save the Trustee harmless against any liabilities which it may incur in the exercise and performance of its powers and duties hereunder and which are not due to the Trustee’s negligence or willful misconduct. If the Trustee renders any service hereunder not provided for in the Indenture or this 202[5][6] [ ] Supplemental Indenture or related financing documents or institutes interpleader proceedings relative hereto, the Trustee shall be compensated reasonably by the Department for such extraordinary services and reimbursed for any and all claims, liabilities, losses, damages, fines, penalties, and expenses, including out of pocket and incidental expenses and legal fees and expenses occasioned thereby. The Trustee shall have no responsibility with respect to any information, statement or recital in any official statement, offering memorandum or any other

disclosure material prepared or distributed with respect to the Bonds, except for any information provided by the Trustee, and shall have no responsibility for compliance with any state or federal securities laws in connection with the Bonds. The permissive right of the Trustee to do things enumerated in the Indenture shall not be construed as a duty.

[End of Article IV]

IN WITNESS WHEREOF, the Department and the Trustee have caused this 202[5][6] [ ] Supplemental Indenture to be signed on their behalf by their duly authorized representatives, all as of the date first hereinabove written.

TEXAS DEPARTMENT OF HOUSING AND  
COMMUNITY AFFAIRS

By: \_\_\_\_\_  
Director of Bond Finance

*Department Signature Page to [NUMBER] Supplemental Indenture*

TDHCA (SFMRB 202[3][5] SERIES [ ])



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

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

*Trustee Signature Page to [NUMBER]Supplemental Indenture*

TDHCA (SFMRB 202[3][5] SERIES [ ])

EXHIBIT A

FORM OF BOND

UNITED STATES OF AMERICA

STATE OF TEXAS

TEXAS DEPARTMENT OF HOUSING AND COMMUNITY AFFAIRS

SINGLE FAMILY MORTGAGE REVENUE BOND

202[5][6] SERIES [ ]

**THE ORIGINAL PRINCIPAL AMOUNT OF THIS BOND IS SUBJECT TO REDUCTION  
UPON PAYMENT OF AMOUNTS CAUSING A PARTIAL REDEMPTION OF THIS  
BOND AS PROVIDED HEREIN; THE OUTSTANDING PRINCIPAL AMOUNT OF THIS  
BOND WILL BE AS SHOWN ON THE REGISTRY BOOKS KEPT BY THE  
WITHIN-NAMED TRUSTEE**

**[THE STATED PRINCIPAL AMOUNT OF THIS BOND WHILE REGISTERED IN THE  
NAME OF THE DEPOSITORY TRUST COMPANY, NEW YORK, NEW YORK, OR ITS  
NOMINEE MAY BE REDUCED BY THE AMOUNT OF REDEMPTIONS OF ANY  
BONDS OR PORTIONS THEREOF]<sup>1</sup>**

No. \_\_\_\_\_ \$ \_\_\_\_\_

Interest Rate  
\_\_\_\_\_%

Dated Date: \_\_\_\_\_

CUSIP: \_\_\_\_\_

Maturity Date: \_\_\_\_\_

Registered Owner: \_\_\_\_\_

Principal Amount: \_\_\_\_\_ DOLLARS

The TEXAS DEPARTMENT OF HOUSING AND COMMUNITY AFFAIRS (herein called the “Department”), a public and official agency of the State of Texas, organized and existing under and by virtue of the laws of the State of Texas, acknowledges itself indebted to, and FOR VALUE RECEIVED, hereby promises to pay to the registered owner named above or registered assigns, but solely from the sources and in the manner hereinafter provided, on the maturity date specified above, unless redeemed prior thereto as hereinafter provided, the principal amount set forth above in any coin or currency of the United States of America which at the time of payment is legal tender for the payment of public and private debts, and to pay interest on such principal amount in like coin or currency from the Dated Date (as defined below) of this Bond or from the most recent date to which interest on this Bond (or any Bond in exchange for, or in lieu of, which this Bond was issued), has been paid at the interest rate per annum set forth above, calculated on the basis of a 360-day year composed of twelve 30-day months, payable [INITIAL INTEREST DATE], and [on each September 1 and March 1 thereafter][on the first day of each month, commencing [INITIAL INTEREST DATE]], and on any other date on which this Bond is subject to redemption (each, an “Interest Payment Date”) to the date of maturity or earlier redemption, until the Department’s obligation with respect to the payment of such principal amount shall be discharged. The principal amount or Redemption Price of this Bond shall be payable upon presentation and surrender of this Bond at the applicable office of The Bank of New York Mellon Trust Company, N.A. (such bank and any successor in such capacity being referred to as the “Trustee”). Notwithstanding the foregoing, in no event shall the cumulative amount of interest paid or payable on any Bond

<sup>1</sup> To be included only in bonds registered in the name of DTC or its nominees.

(including interest calculated as provided in the Indentures (as defined below), together with all other amounts that constitute interest on the Bonds under the laws of the State of Texas that are contracted for, charged, reserved, taken or received pursuant to the Indentures) through any Interest Payment Date or through the date of payment of such Bond (whether at maturity, by acceleration or upon earlier redemption) exceed the “net interest cost” that will produce a “net effective interest rate” of greater than 15% per annum or, to the extent allowed by law, such greater “net effective interest rate” as may be allowed from time to time. The terms “net interest cost” and “net effective interest rate,” as used herein, shall have the respective meanings ascribed to them in Chapter 1204, Texas Government Code, as amended. This Bond shall be dated as of the date six months preceding the Interest Payment Date next following the date of authentication hereof by the Trustee, unless such date of authentication shall be an Interest Payment Date, in which case this Bond shall be dated as of such Interest Payment Date, or unless such date of authentication shall be prior to [INITIAL INTEREST DATE], in which case this Bond shall be dated as of the Issuance Date; provided that if interest on this Bond shall be in default, Bonds issued in lieu of this Bond upon surrender for transfer or exchange may be dated as of the date to which interest has been paid in full on the Bonds surrendered (herein, the “Dated Date”).

This Bond is a limited obligation of the Department and is one of the Bonds of the Department designated “Single Family Mortgage Revenue [Refunding] Bonds” (herein called the “Bonds”), issued and to be issued in various series under and pursuant to and in accordance with the provisions of Chapter 2306, Texas Government Code, as such may be amended from time to time (together with the laws of the State of Texas applicable to the Department, collectively, the “Act”), [Chapter 1207, Texas Government Code, as amended,] and Chapter 1371, Texas Government Code, as amended, and under and pursuant to an indenture of the Department entitled “Amended and Restated Single Family Mortgage Revenue Bond Trust Indenture” dated as of June 1, 2017, which amends and restates the Single Family Mortgage Revenue Bond Trust Indenture dated as of October 1, 1980, as amended and supplemented (herein called the “Indenture”), and a supplemental indenture of the Department entitled “[NUMBER] Supplemental Single Family Mortgage Revenue Bond Trust Indenture” dated as of [DOC DATE], authorizing the series of Bonds of which this Bond is a part (herein called the “Supplemental Indenture” and together with the Indenture called the “Indentures”). All defined terms used herein, but not otherwise defined, shall have the same definitions ascribed to them in the Indentures. As provided in the Indenture, Bonds may be issued from time to time pursuant to supplemental indentures in one or more series, in various principal amounts, may mature at different times, may bear interest at different rates and subject to the provisions thereof, may otherwise vary. All Bonds issued and to be issued under the Indenture are and will be equally secured by the pledges, assignments in trust and covenants made therein, except as otherwise expressly provided or permitted in the Indenture.

THE PRINCIPAL OF AND INTEREST AND PREMIUM, IF ANY, ON THIS BOND ARE LIMITED OBLIGATIONS OF THE DEPARTMENT AND ARE PAYABLE ONLY FROM REVENUES OR FUNDS OF THE DEPARTMENT PLEDGED UNDER THE INDENTURES. THE BONDS ARE NOT AND DO NOT CREATE OR CONSTITUTE IN ANY WAY AN OBLIGATION, A DEBT OR A LIABILITY OF THE STATE OF TEXAS, OR CREATE OR CONSTITUTE A PLEDGE, GIVING OR LENDING OF THE FAITH OR CREDIT OR TAXING POWER OF THE STATE OF TEXAS. THE DEPARTMENT HAS NO TAXING POWER.

This Bond is one of a series of Bonds designated “Single Family Mortgage Revenue [Refunding] Bonds, 202[5][6] Series [ ]” (herein sometimes called the “Series 202[5][6] [ ] Bonds”) issued in the aggregate initial principal amount of \$[PRINCIPAL] under the Indentures for the purpose of [(i) acquiring Mortgage Loans, or participations therein, through the purchase of 202[5][6] [ ] Mortgage Certificates, including the payment of legal, financing and other expenses incidental thereto and including funding loans for down payment and closing cost assistance with respect to Assisted Mortgage Loans [, repaying and/or currently refunding the Repaid FHLB Advances, thereby making funds available to acquire Mortgage Loans, or participations therein, through the purchase of the 202[5][6] [ ] Mortgage Certificates]; (ii) the making of deposits in amounts, if any, required by the Indenture or this 202[5][6] [ ] Supplemental Indenture to be paid into one or more Funds or Accounts from the proceeds of such Series of Bonds; (iii) payment of Cost of Issuance; and (iv) the payment of Department’s Expenses, including paying lender compensation related to the 202[5][6] [ ] Mortgage Loans][the refunding of the Refunded Bonds]. Copies of the Indentures are on file at the office of the Department and at the applicable office of the Trustee and reference to the Indentures and any and all supplements thereto and modifications and amendments thereof and to the Act is made for a description of the pledges, assignments in trust, and covenants securing the Bonds; the nature, extent, and manner of enforcement of such pledges, assignments in trust, and covenants; the rights and remedies of the registered owners of the Bonds with respect thereto; the terms and conditions upon which the Bonds are issued and may be issued thereunder; and other matters, to all of which the owner of this Bond assents by the acceptance of this

Bond. To the extent of any conflict between the terms and provisions of the Indentures and the terms and provisions of this Bond, the Indentures shall govern and control.

The owner of this Bond shall have no right to enforce the provisions of the Indentures, or to institute any action with respect to any Event of Default (as defined in the Indenture), or to institute, appear in, or defend any suit or other proceeding with respect thereto, except as provided in the Indentures.

This Bond is transferable, as provided in the Indentures, only upon the books of the Department kept for that purpose at the above-mentioned office of the Trustee, by the registered owner hereof in person, or by his duly authorized attorney, upon surrender of this Bond together with a written instrument of transfer satisfactory to the Trustee duly executed by the registered owner or his duly authorized attorney, and thereupon, a new Bond or Bonds in the same aggregate principal amount and maturity shall be issued to the transferee in exchange herefor as provided in the Indentures, and upon payment of the charges therein prescribed. The Department and the Trustee may deem and treat the person in whose name this Bond is registered as the absolute owner hereof for the purpose of receiving payment of, or on account of, the principal, Redemption Price or purchase price hereof and interest due hereon and for all other purposes.

**[EXCEPT AS OTHERWISE PROVIDED IN THE INDENTURES, THIS BOND MAY BE TRANSFERRED, IN WHOLE BUT NOT IN PART, ONLY TO ANOTHER NOMINEE OF DTC OR TO A SUCCESSOR BOND DEPOSITORY OR TO A NOMINEE OF A SUCCESSOR BOND DEPOSITORY.]<sup>2</sup>**

The Series 202[5][6] [ ] Bonds are issuable only in the form of fully registered Bonds without coupons in the denomination of \$[5,000] principal amount or any integral multiple thereof.

To the extent and in the manner permitted by the terms of the Indentures, the provisions of the Indentures, or any indenture amendatory thereof or supplemental thereto, may be modified or amended by the Department, with the written consent of the holders of at least 2/3 in principal amount of the Bonds of each series so affected then outstanding under the Indentures and, in case such modification or amendment would change the terms of any sinking fund installment, with such consent of the holders of at least 2/3 in principal amount of the Bonds of the particular Series and maturity entitled to such sinking fund installment then outstanding; provided, however, that if such modification or amendment will, by its terms, not take effect so long as any Bonds of any specified like Series and maturity remain outstanding under the Indentures, the consent of the holders of such Bonds shall not be required and such Bonds shall not be deemed to be outstanding for the purpose of the calculation of outstanding Bonds. No such modification or amendment shall permit a change in the terms of redemption or maturity of the principal of any outstanding Bond or of any installment of interest thereon or a reduction in the principal amount or Redemption Price thereof or in the rate of interest thereon without the consent of the holder of such Bond, or shall reduce the percentages or otherwise affect the classes of Bonds, the consent of the holders of which is required to effect any such modification or amendment, or shall change or modify any of the rights or obligations of the Trustee or of any paying agent without its written assent thereto.

The Series 202[5][6] [ ] Bonds are subject to redemption prior to stated maturity as set forth in the Supplemental Indenture.

In lieu of redeeming Series 202[5][6] [ ] Bonds, the Department has reserved the right in subsection 5 of Section 506 of the Indenture to purchase such Bonds at a price (excluding accrued interest but including any brokerage or other charges) no greater than the applicable Redemption Price of such Bonds.

The Series 202[5][6] [ ] Bonds are payable upon redemption at the applicable office of the Trustee. Written notice of redemption shall be provided to the registered owner of the Bond to be redeemed as shown on the registry books of the Trustee, in the manner, at the times and upon the terms and conditions set forth in the Indentures. If notice of redemption shall have been given as aforesaid, the Series 202[5][6] [ ] Bonds or portions thereof specified in said notice shall become due and payable on the redemption date therein fixed, and if, on the redemption date, money for the redemption of all the Bonds or portions thereof to be redeemed, together with interest to, but not including, the redemption date, shall be available for such payment on said date, then from and after the redemption

---

<sup>2</sup> To be deleted from the Initial Bond.

date interest on such Bonds or portions thereof so called for redemption shall cease to accrue and be payable.

The Department reserves the right to regulate or restrict the yield or return on the investment of the moneys in any fund, account, or subaccount created under the Indentures or any supplemental indenture, if in the opinion of counsel, such regulation or restriction is necessary in order for the interest on the Bonds (other than any series of taxable Bonds issued under the Indenture) of any series issued or to be issued under the Indenture to be exempt from federal income taxation.

The Act provides that neither the officers nor directors of the Department nor any person executing the Bonds shall be liable personally on the Bonds by reason of the issuance thereof.

It is hereby certified and recited that all conditions, acts, and things required by law and the Indentures to exist, to have happened, and to have been performed precedent to and in the issuance of this Bond, exist, have happened, and have been performed and that the issuance of this Bond and the series of Bonds of which it is a part are duly authorized by the laws of the State of Texas.

This Bond shall not be entitled to any benefit under the Indentures or be valid or become obligatory for any purpose until this Bond shall have been authenticated by the execution by the Trustee of the Trustee's Certificate or the execution by the Comptroller of Public Accounts of the State of Texas of the Comptroller's Registration Certificate hereon.

IN WITNESS WHEREOF, the TEXAS DEPARTMENT OF HOUSING AND COMMUNITY AFFAIRS has caused this Bond to be signed in its name and on its behalf by the manual or facsimile signature of its duly authorized representative, and its corporate seal (or a facsimile thereof) to be hereunto affixed, imprinted, engraved, or otherwise reproduced and attested by the manual or facsimile signature of its Secretary.

TEXAS DEPARTMENT OF HOUSING AND  
COMMUNITY AFFAIRS

By: \_\_\_\_\_  
[Vice] Chair

Attest:

\_\_\_\_\_  
Secretary

(SEAL)

[FORM OF COMPTROLLER'S REGISTRATION CERTIFICATE  
ON THE INITIAL BOND]

REGISTRATION CERTIFICATE OF COMPTROLLER OF PUBLIC ACCOUNTS

OFFICE OF THE COMPTROLLER  
OF PUBLIC ACCOUNTS  
THE STATE OF TEXAS

§  
§  
§

REGISTER NO. \_\_\_\_\_

I HEREBY CERTIFY that this Bond has been examined, certified as to validity and approved by the Attorney General of the State of Texas, and duly registered by the Texas Comptroller of Public Accounts.

Witness my signature and seal of office this \_\_\_\_\_.

\_\_\_\_\_  
Comptroller of Public Accounts of  
the State of Texas

(SEAL)

[FORM OF TRUSTEE'S CERTIFICATE OF AUTHENTICATION  
ON EACH BOND OTHER THAN THE INITIAL BOND]

TRUSTEE'S CERTIFICATE OF AUTHENTICATION

This Bond is one of the Bonds delivered pursuant to the within-mentioned Indenture.

Date of Authentication:

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

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



[FORM OF ASSIGNMENT]

ASSIGNMENT

For value received, the undersigned sells, assigns, and transfers unto \_\_\_\_\_ the within Bond and does hereby irrevocably constitute and appoint \_\_\_\_\_ attorney to transfer the said Bond on the books kept for registration of the within Bond, with full power of substitution in the premises.

Dated:

\_\_\_\_\_

NOTICE: The signature(s) on this assignment must correspond in every particular with the name(s) of the registered owner(s) appearing on the face of the within Bond.

Signature guaranteed by:

NOTICE: Signature must be guaranteed by an “eligible guarantor institution” meeting the requirements of the Trustee, which requirements will include membership or participation in STAMP or such other signature guaranty program as may be determined by the Trustee in addition to, or in substitution for, STAMP, all in accordance with the Securities Exchange Act of 1934, as amended.

**EXHIBIT B**

[[\_\_\_\_\_] TRANSFERRED MORTGAGE CERTIFICATES]

TEXAS DEPARTMENT OF HOUSING AND COMMUNITY AFFAIRS

[NUMBER] SUPPLEMENTAL SINGLE FAMILY MORTGAGE  
REVENUE BOND TRUST INDENTURE

BETWEEN

TEXAS DEPARTMENT OF HOUSING AND COMMUNITY AFFAIRS

AND

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

AUTHORIZING

\$(PRINCIPAL)  
SINGLE FAMILY MORTGAGE REVENUE [REFUNDING] BONDS  
202[5][6] SERIES [ ]  
(TAXABLE)

Dated as of [DOC DATE]

---

## TABLE OF CONTENTS

	Page
Parties .....	1
Recitals .....	1

### ARTICLE I

#### DEFINITIONS, STATUTORY AUTHORITY AND PLEDGE OF SECURITY

Section 1.1	Supplemental Indenture .....	5
Section 1.2	Definitions.....	5
Section 1.3	Authority for this 202[5][6] [ ] Supplemental Indenture.....	9
Section 1.4	Rules of Construction.....	9
Section 1.5	Interpretation.....	10
Section 1.6	Effect of Headings and Table of Contents .....	10
Section 1.7	Indenture to Remain in Force.....	10
Section 1.8	Successors and Assigns.....	10
Section 1.9	Separability Clause .....	10
Section 1.10	Benefits of Supplemental Indenture.....	10
Section 1.11	Governing Law .....	10
Section 1.12	Miscellaneous .....	10
Section 1.13	Granting Clause .....	10

### ARTICLE II

#### AUTHORIZATION AND TERMS OF SERIES 202[5][6] [ ] BONDS

Section 2.1	Authorization, Principal Amount, Designation, and Series .....	12
Section 2.2	Purposes .....	12
Section 2.3	Registered Bonds Only, Dates, Denominations, Numbers, and Letters.....	12
Section 2.4	Interest Payment Dates, Interest Rates and Maturities of the Series 202[5][6] [ ] Bonds .....	12
Section 2.5	Conditions to Issuance of Series 202[5][6] [ ] Bonds .....	13
Section 2.6	Special Redemption .....	13
Section 2.7	Optional Redemption .....	14
Section 2.8	Notice of Redemption; Selection of Series 202[5][6] [ ] Bonds to Be Redeemed .....	15
Section 2.9	Form of Series 202[5][6] [ ] Bonds.....	15
Section 2.10	Paying Agent; Method and Place of Payment.....	13
Section 2.11	Bond Depository; Book-Entry System.....	13
Section 2.12	Creation of Additional Funds, Accounts and Subaccounts and Application Thereof.....	16
Section 2.13	Initial Deposits and Transfers into Accounts and Subaccounts .....	18
Section 2.14	Transfer of and Representations and Covenants Relating to [ ] Transferred Mortgage Certificates.....	18
Section 2.15	Reserved.....	18
Section 2.16	202[5][6] [ ] Mortgage Loan Account.....	18
Section 2.17	202[5][6] [ ] Mortgage Certificate Acquisition.....	18
Section 2.18	Transfer of Unexpended Proceeds .....	19

ARTICLE III

RESERVED

ARTICLE IV

MISCELLANEOUS

Section 4.1	Sale of Series 202[5][6] [ ] Bonds.....	21
Section 4.2	Certain Duties of the Department .....	21
Section 4.3	No Recourse on Series 202[5][6] [ ] Bonds .....	21
Section 4.4	[Redemption of Refunded Bonds.....	21
Section 4.5	Continuing Disclosure Relating to Other Obligated Persons .....	21
Section 4.6	Agreement Regarding Assumption of Certain Home Loans.....	21
Section 4.7	Execution in Several Counterparts.....	21
Section 4.8	[Sale of [ ] Transferred Mortgage Certificates .....	21
Section 4.9	Protection of Trust Estate.....	21
Section 4.10	Notices to Department, Trustee and Paying Agent .....	22
Section 4.11	[Investment Securities.....	23
Section 4.12	Compliance with Texas Government Code .....	23
Section 4.13	Instructions via Electronic Means.....	23
Section 4.14	Letter of Instructions; Written Instructions.....	23
Section 4.15	Responsibilities of the Trustee .....	23
EXHIBIT A	FORM OF BOND.....	A-1
EXHIBIT B	[ [ ] TRANSFERRED MORTGAGE CERTIFICATES] .....	B-1

[NUMBER] SUPPLEMENTAL SINGLE FAMILY  
MORTGAGE REVENUE BOND TRUST INDENTURE

AUTHORIZING

[\$[PRINCIPAL]  
SINGLE FAMILY MORTGAGE REVENUE [REFUNDING] BONDS  
202[5][6] SERIES [ ]  
(TAXABLE)

THIS [NUMBER] SUPPLEMENTAL SINGLE FAMILY MORTGAGE REVENUE BOND TRUST INDENTURE dated as of [DOC DATE] (together with any amendments hereto, this "202[5][6] [ ] Supplemental Indenture"), is made by and between the TEXAS DEPARTMENT OF HOUSING AND COMMUNITY AFFAIRS, a public and official agency of the State of Texas, (together with any successor to its rights, duties, and obligations hereunder, the "Department"), and THE BANK OF NEW YORK MELLON TRUST COMPANY, N.A., a national banking association, as Trustee (together with any successor trustee hereunder, the "Trustee").

RECITALS

WHEREAS, the Department and the Trustee have heretofore executed and delivered that certain Amended and Restated Single Family Mortgage Revenue Bond Trust Indenture dated as of June 1, 2017, as amended and supplemented from time to time (the "Indenture"), providing for the issuance from time to time by the Department of one or more series of its Single Family Mortgage Revenue Bonds (collectively, the "Bonds"); and

WHEREAS, the Department has been created and organized pursuant to and in accordance with the provisions of Chapter 2306, Texas Government Code, as such may be amended from time to time (together with other laws of the State of Texas (the "State") applicable to the Department, the "Act"), for the purpose, among others, of providing a means of financing the costs of residential ownership, development and rehabilitation that will provide safe and sanitary housing for persons and families of low and very low income and families of moderate income (as described in the Act and as determined by the Governing Board of the Department from time to time) at prices they can afford; and

WHEREAS, the Act authorizes the Department: (i) to make and acquire, and to enter into advance commitments to make and acquire, mortgage loans (including participations therein) secured by mortgages on residential housing in the State; (ii) to issue its bonds for the purpose of obtaining funds to make and acquire such mortgage loans or participations therein, to establish necessary reserve funds and to pay administrative and other costs incurred in connection with the issuance of such bonds; and (iii) to pledge all or any part of the revenues, receipts or resources of the Department, including the revenues and receipts to be received by the Department from such mortgage loans or participations therein, and to mortgage, pledge or grant security interests in such mortgages, mortgage loans or participations therein or other property of the Department, to secure the payment of the principal or redemption price of and interest on such bonds; and

[WHEREAS, the Department is authorized under the Act and Chapter 1207, Texas Government Code, as amended, to issue bonds to refund its outstanding obligations and is authorized under the Indenture to issue bonds to refund Bonds issued under the Indenture; and

WHEREAS, Section 1207.002, Texas Government Code, as amended, authorizes the Department to issue refunding bonds to refund all or any part of the Department's outstanding bonds, notes or other general or special obligations; and]

WHEREAS, Sections 1001 and 1002 of the Indenture authorize the Department to adopt and file with the Trustee, a supplemental indenture, authorizing Bonds of a Series and, among other things, to include any other matters and things relative to such Bonds which are not contrary to or inconsistent with the Indenture, to add to the covenants and agreements of the Department, and to pledge other moneys, securities or funds as part of the Trust Estate; and

WHEREAS, pursuant to the Act and Chapter 1371, Texas Government Code, as amended (“Chapter 1371”), the Department has determined to issue its Single Family Mortgage Revenue [Refunding] Bonds, 202[5][6] Series [ ] (Taxable) (the “Series 202[5][6] [ ] Bonds”) in an aggregate principal amount of \$[PRINCIPAL] pursuant to the Indenture and this 202[5][6] [ ] Supplemental Indenture for the purpose of [(i) acquiring Mortgage Loans, or participations therein, through the purchase of 202[5][6] [ ] Mortgage Certificates, including the payment of legal, financing and other expenses incidental thereto and including funding loans for down payment and closing cost assistance with respect to Assisted Mortgage Loans; (ii) the making of deposits in amounts, if any, required by the Indenture or this 202[5][6] [ ] Supplemental Indenture to be paid into one or more Funds or Accounts from the proceeds of such Series of Bonds; (iii) payment of Cost of Issuance; and (iv) the payment of Department’s Expenses, including paying lender compensation related to the 202[5][6] [ ] Mortgage Loans][the refunding of its Outstanding Single Family Mortgage Revenue Bonds, [ ] (collectively,] the “Refunded Bonds”)] , all under and in accordance with the Constitution and laws of the State; and

[WHEREAS, concurrently with the execution of this 202[5][6] [ ] Supplemental Indenture, the Department and the Trustee are also entering into that certain [NUMBER] Supplemental Residential Mortgage Revenue Bond Trust Indenture of even date herewith (together with any amendments thereto, the “202[5][6] [ ] Supplemental Indenture”) by and between the Department and the Trustee, pursuant to which the Department intends to issue its Residential Mortgage Revenue [Refunding] Bonds, [Taxable] Series 202[5][6] [ ] (the “Series 2024D Bonds”, and together with the Series 202[5][6] [ ] Bonds, the “Series 202[5][6] [ ] Bonds”) for the purposes described in the 202[5][6] [ ] Supplemental Indenture; and]

WHEREAS, the execution and delivery of this 202[5][6] [ ] Supplemental Indenture and the issuance of the Series 202[5][6] [ ] Bonds have been in all respects duly and validly authorized by a written resolution of the Governing Board of the Department; and

WHEREAS, the Trustee has accepted the trusts created by the Indenture and this 202[5][6] [ ] Supplemental Indenture and in evidence thereof has joined in the execution and delivery hereof; and

WHEREAS, except as provided herein, all acts and conditions and things required by the Constitution and laws of the State to happen, exist and be performed precedent to execution and delivery of this 202[5][6] [ ] Supplemental Indenture have happened, exist and have been performed as so required in order to make the Indenture, as supplemented by this 202[5][6] [ ] Supplemental Indenture, a valid, binding and legal instrument for the security of the Series 202[5][6] [ ] Bonds and a valid and binding agreement in accordance with its terms;

NOW, THEREFORE, in consideration of the premises, the acceptance by the Trustee of the trusts hereby created, the purchase and acceptance of the Series 202[5][6] [ ] Bonds by the holders thereof from time to time, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, and for the further purpose of fixing and declaring the terms and conditions upon which the Series 202[5][6] [ ] Bonds are to be issued, authenticated, delivered and accepted by the holders thereof from time to time, the Department and the Trustee do hereby mutually covenant and agree, for the equal and proportionate benefit (except to the extent that such benefit is not equal and proportionate pursuant to the terms of the Indenture and any supplemental indenture thereunder) of the respective holders from time to time of the Bonds, including the Series 202[5][6] [ ] Bonds as follows:

## ARTICLE I

### DEFINITIONS, STATUTORY AUTHORITY AND PLEDGE OF SECURITY

Section 1.1      Supplemental Indenture. This 202[5][6] [ ] Supplemental Indenture is supplemental to, and is adopted in accordance with, Articles III and X of the Indenture.

Section 1.2      Definitions.

(a)      Unless defined in subsection (b) of this Section 1.2 or unless the context shall require otherwise, all defined terms contained in the Indenture, shall have the same meanings in this 202[5][6] [ ] Supplemental Indenture (other than in the form of Series 202[5][6] [ ] Bond set forth in Exhibit A hereto) as such defined terms are given in Section 101 of the Indenture and in Section 1.2 of the [ ] Supplemental Indenture.

(b)      As used in this 202[5][6] [ ] Supplemental Indenture (other than in the form of Series 202[5][6] [ ] Bond set forth in Exhibit A hereto), unless the context shall otherwise require, the following terms shall have the following respective meanings:

“Account” or “Accounts” shall mean any one or more, as the case may be, of the special trust accounts pertaining to the Series 202[5][6] [ ] Bonds created and established in Section 502 of the Indenture and Section 2.12 hereof.

“Authorized Denominations” shall mean \$[5,000] principal amount or any integral multiples thereof.

“Authorized Representative of the Department” shall mean the [Chair or Vice Chair of the Board of the Department, the Executive Director of the Department, the Director of Administration of the Department, the Director of Financial Administration of the Department, the Deputy Executive Director of Housing Finance of the Department and the Secretary or any Assistant Secretary to the Board] or any officer or employee of the Department authorized to perform specific acts or duties by resolution duly adopted by the Board and as evidenced by a written certificate delivered to the Trustee containing the specimen signature of such person.

“Board” shall mean the Governing Board of the Department.

“Bond Counsel” shall mean a firm or firms of attorneys selected by the Department, and acceptable to the Trustee, experienced in the field of housing revenue bonds the interest on which is excludable from gross income for federal income tax purposes, and whose legal opinion on such bonds is acceptable in national bond markets.

“Bond Depository” shall mean The Depository Trust Company, New York, New York, a limited purpose trust company organized under the laws of the State of New York, and any successor Bond Depository appointed pursuant to Section 2.11 hereof.

“Business Day” shall mean any day other than a (i) Saturday or Sunday, (ii) day on which banking institutions in New York, New York, the State, or the city in which the payment office of the Paying Agent is located are authorized or obligated by law or executive order to be closed for business, or (iii) day on which the New York Stock Exchange is closed.

“Certificate Accrued Interest” shall mean the amount of interest received in the month following the month of the purchase of a 202[5][6] [ ] Mortgage Certificate by the Trustee which represents the number of days of interest on such 202[5][6] [ ] Mortgage Certificate at the applicable Pass-Through Rate from the first day of the month of purchase to, but not including, the Certificate Purchase Date.

“Certificate Purchase Date” shall mean, with respect to a 202[5][6] [ ] Mortgage Certificate, the date of purchase thereof by the Trustee on behalf of the Department in accordance with the Servicing Agreement.

“Certificate Purchase Period” shall mean the period from the Issuance Date to and including [ ], but



which may be extended in accordance with Section 2.18 of this 202[5][6] [ ] Supplemental Indenture.

“Chapter 1371” has the meaning given to such term in the recitals hereto.

“Code” shall mean the Internal Revenue Code of 1986, as amended, and, with respect to a specific section thereof, such reference shall be deemed to include (a) the Regulations promulgated under such section, (b) any successor provision of similar import hereafter enacted, (c) any corresponding provision of any subsequent Internal Revenue Code and (d) the regulations promulgated under the provisions described in clauses (b) and (c).

“Compliance Agent” shall mean Hilltop Securities Inc., and its successors and assigns.

“Compliance Agreement” shall mean the Program Administration Agreement dated as of May 24, 2023, by and between the Department and the Compliance Agent, together with any amendments thereto.

“Comptroller” means the Comptroller of Public Accounts of the State of Texas.

“Contract for Deed Exception” shall mean the exception from certain Mortgage Loan eligibility requirements available with respect to a Borrower possessing land under a contract for deed, as provided in Section 143(i)(1)(C) of the Code.

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

“Counsel’s Opinion” shall mean a written opinion signed by an attorney or firm of attorneys of nationally recognized standing in the field of law relating to municipal bonds (who may also be counsel to the Department) selected by the Department and satisfactory to the Trustee.

“Department” has the meaning given to such term in the first paragraph hereof.

“Depository” shall mean the Texas Treasury Safekeeping Trust Company, acting in accordance with the Depository Agreement, and any successor depository appointed pursuant to Section 601 of the Indenture.

“Depository Agreement” shall mean the Amended and Restated Depository Agreement dated as of August 1, 1991, among the Department, the Trustee and the Depository, relating to the Bonds, together with any amendments or supplements thereto.

“DPA Loan” means a subordinated, no stated interest loan for down payment and closing costs made to a mortgagor under the Program in an amount as identified in the commitment lot notice applicable to a 202[5][6] [ ] Mortgage Loan, subject to adjustment from time to time at the direction of the Department. DPA Loans are due on sale, refinance, or repayment of the first mortgage and have a thirty year term. DPA Loans are not considered Mortgage Loans.

“Depository Participant” shall mean a broker, dealer, bank, other financial institution or any other Person for whom from time to time a Bond Depository effects book-entry transfers and pledges of securities deposited with such Bond Depository.

“Ginnie Mae” shall mean the Government National Mortgage Association, a wholly-owned corporate instrumentality of the United States of America within the Department of Housing and Urban Development, whose powers are prescribed generally by Title III of the National Housing Act of 1934, as amended (12 U.S.C. § 1716 et seq.), and any successor thereto.

“Ginnie Mae Certificate Purchase Price” shall mean, with respect to the Program and the purchase of any Ginnie Mae Certificate thereunder by the Trustee on any Certificate Purchase Date, the total of 100% of the principal balance of the 202[5][6] [ ] Mortgage Loans in the applicable Mortgage Pool on record with Ginnie Mae (subject to adjustment upon written notice from the Department) on the first day of the month in which the subject Certificate Purchase Date occurs, but shall not include any Certificate Accrued Interest thereon.

“Ginnie Mae Guaranty Agreement” shall mean, with respect to the Program, the Commitment to Guarantee Mortgage-Backed Securities (Form HUD-11704) (whether one or more) issued by Ginnie Mae to the Servicer, together with any amendments or supplements thereto or extensions thereof.

“Indenture” shall mean, the Amended and Restated Single Family Mortgage Revenue Bond Trust Indenture dated as of June 1, 2017, between the Department and the Trustee as supplemented and amended from time to time.

“Initial Bond” means the Series 202[5][6] [ ] Bond approved by the Attorney General of the State of Texas and registered by the Comptroller.

[NEW MONEY]“Interest Payment Date” shall mean, with respect to the Series 202[5][6] [ ] Bonds, each March 1 and September 1, commencing [INITIAL INTEREST DATE], and any other date on which the Series 202[5][6] [ ] Bonds are subject to redemption.

[REFUNDING]“Interest Payment Date” shall mean, with respect to the Series 202[5][6] [ ] Bonds, the first day of each month, commencing [INITIAL INTEREST DATE], and any other date on which the Series 202[5][6] [ ] Bonds are subject to redemption.

“Issuance Date” shall mean [CLOSING DATE], the date of initial issuance and delivery of the Series 202[5][6] [ ] Bonds to the Underwriters, as initial purchasers thereof, in exchange for payment of the purchase price of such Series 202[5][6] [ ] Bonds.

“Letter of Instructions” shall mean, with respect to the Series 202[5][6] [ ] Bonds, a written directive and authorization to the Trustee or any Depository specifying the period of time for which such directive and authorization shall remain in effect, executed by two Authorized Representatives of the Department.

“Letter of Representations” shall mean that certain DTC Blanket Issuer Letter of Representations executed by the Department and the Bond Depository.

“Mortgage Loan Principal Payments” shall mean all Mortgage Loan Principal Prepayments and all regularly scheduled payments of principal with respect to all Mortgage Loans included in the 202[5][6] [ ] [Transferred] Mortgage Certificates.

“Mortgage Origination Agreement” shall mean the Master Mortgage Origination Agreement by and between the Department and a Mortgage Lender, together with any amendments thereto.

“Mortgage Pool” shall have the meaning assigned to the term “Pool” in the Servicing Agreement.

“Optional Redemption Date” shall mean [OPTIONAL REDEMPTION DATE].

“Other Obligated Person” shall mean a Person that is a mortgagor with respect to at least 20% in aggregate principal amount of the Mortgage Loans held under the Indenture.

“Pass-Through Rate” shall mean, the interest rates accruing for each month on a 202[5][6] [ ] Mortgage Certificate, which will equal the mortgage rate of the 202[5][6] [ ] Mortgage Loans backing the 202[5][6] [ ] Mortgage Certificate less servicing and guaranty fees, which fees are retained by the Servicer.

“Paying Agent” shall mean the Trustee.

“Pricing Certificate” means the certificate dated [\_\_\_\_], setting forth the final terms for the Series 202[5][6] [\_\_\_\_] Bonds, executed by an Authorized Representative in accordance with the Resolution.

“Program” shall mean the Department’s Single Family Mortgage Purchase Program as set forth and implemented through the Program Agreement.

“Program Agreement” shall mean, collectively, the Mortgage Origination Agreement, the Servicing Agreement, the Compliance Agreement and the Program Guidelines.

“Program Guidelines” shall mean the Program Guidelines for Texas Department of Housing and Community Affairs effective February 21, 2025, relating to specific provisions of the Program, as amended from time to time.

“Purchase Agreement” shall mean the Bond Purchase Agreement dated [PRICING DATE], between the Department and the Underwriters, providing for the purchase of the Series 202[5][6] [\_\_\_\_] Bonds by the Underwriters.

“Rating Agency” shall mean: (i) S&P Global Ratings, a division of S&P Global Inc., and any successor thereto; and (ii) Moody’s Investors Service, Inc. and any successor thereto to the extent either agency then has a rating on the Bonds in effect at the request of the Department.

“Record Date” means the close of business on the 15th day of the month (whether or not a Business Day) immediately preceding such Interest Payment Date.

“Redemption Price” shall mean, with respect to any Series 202[5][6] [\_\_\_\_] Bond, the principal amount thereof, plus the applicable premium, if any, payable upon redemption thereof pursuant to such Series 202[5][6] [\_\_\_\_] Bond or the Indentures.

[“Refunded Bonds” shall mean all of the Outstanding [\_\_\_\_] Bonds.]

“Regulations” means the applicable proposed, temporary or final Treasury Regulations promulgated under the Code or, to the extent applicable to the Code, under the Internal Revenue Code of 1954, as such regulations may be amended or supplemented from time to time.

“Representative” shall mean [REPRESENTATIVE].

“Resolution” means Resolution No. [\_\_\_\_] authorizing the Bonds, as the same may be amended from time to time in accordance with the terms thereof.

“Revenues” shall mean in addition to those items defined as such in the Indenture, all amounts paid or required to be paid from time to time on the 202[5][6] [\_\_\_\_] Mortgage Certificates, including any payments received from Ginnie Mae pursuant to its guaranty of the Ginnie Mae Certificates, all Mortgage Loan Principal Payments representing the same, all prepayment premiums or penalties received by or on behalf of the Department in respect of the 202[5][6] [\_\_\_\_] Mortgage Certificates and all other net proceeds of such 202[5][6] [\_\_\_\_] Mortgage Certificates.

“Series 202[5][6] [\_\_\_\_] Bonds” has the meaning given to such term in the recitals hereto.

“Series 202[5][6] [\_\_\_\_] Supplemental Indenture” has the meaning given to such term in the first paragraph hereof.

“Servicer” shall mean (i) TMS, or any successor thereto as servicer for the Program, including any designee to act as subservicer on its behalf; and (ii) any additional servicer for the Program as selected by the Department.

“Servicing Agreement” shall mean (i) with respect to TMS, the Servicing Agreement dated as of December 30, 2024, by and between the Department and TMS; and (ii) with respect to any additional servicer, the servicing agreement executed by the Department and such servicer, in any case together with any amendments thereto.

“Sinking Fund Installment” means the principal amount of the Series 202[5][6] [ ] Bonds subject to scheduled mandatory redemption on the respective redemption date set forth in Section 2.6(d) hereof.

“State” shall mean the State of Texas.

“Subaccount” or “Subaccounts” shall mean any one or more, as the case may be, of the special subaccounts pertaining to the Series 202[5][6] [ ] Bonds created in certain Accounts pursuant to Section 2.12 hereof.

“TMS” shall mean The Money Source, Inc., a licensed lender and loan servicer.

“202[5][6] [ ] Administrative Subaccount” shall mean the 202[5][6] [ ] Administrative Subaccount within the 202[5][6] [ ] Mortgage Loan Account established pursuant to Section 2.12 hereof.

“202[5][6] [ ] Capitalized Interest Subaccount” shall mean the 202[5][6] [ ] Capitalized Interest Subaccount within the 202[5][6] [ ] Revenue Account established pursuant to Section 2.12 hereof.

“202[5][6] [ ] Costs of Issuance Account” shall mean the 202[5][6] [ ] Costs of Issuance Account of the Mortgage Loan Fund established pursuant to Section 2.12 hereof.

“202[5][6] [ ] Interest Subaccount” shall mean the 202[5][6] [ ] Subaccount within the Interest Account of the Debt Service Fund established pursuant to Section 2.12 hereof.

“202[5][6] [ ] Mortgage Certificates” shall mean Mortgage Certificates that are purchased by the Trustee on the Issuance Date and on any future date from the proceeds of the Series 202[5][6] [ ] Bonds and pledged by the Department to the Trustee pursuant to the Indenture and this 202[5][6] [ ] Supplemental Indenture as described in any Letter of Instructions to the Trustee described in Section 2.16(a) hereof.

“202[5][6] [ ] Mortgage Loans” shall mean the Mortgage Loans allocated to proceeds of the Series 202[5][6] [ ] Bonds.

“202[5][6] [ ] Mortgage Loan Account” shall mean the 202[5][6] [ ] Account of the Mortgage Loan Fund established pursuant to Section 2.12 hereof.

“202[5][6] [ ] Principal Subaccount” shall mean the 202[5][6] [ ] Subaccount within the Principal Account of the Debt Service Fund established pursuant to Section 2.12 hereof.

“202[5][6] [ ] Proceeds Account” shall mean the 202[5][6] [ ] Proceeds Account of the Mortgage Loan Fund established pursuant to Section 2.12 hereof.

“202[5][6] [ ] Redemption Subaccount” shall mean the 202[5][6] [ ] Subaccount within the Redemption Account of the Debt Service Fund established pursuant to Section 2.12 hereof.

“202[5][6] [ ] Revenue Account” shall mean the 202[5][6] [ ] Account of the Revenue Fund established pursuant to Section 2.12 hereof.

“Underwriters” shall mean the Representative, and the other underwriters named on the schedule attached to the Purchase Agreement.

Section 1.3 Authority for this Series 202[5][6] [ ] Supplemental Indenture. This 202[5][6] [ ] Supplemental Indenture is adopted pursuant to the provisions of the Act and the Indenture.

Section 1.4 Rules of Construction.

(a) For all purposes of this 202[5][6] [ ] Supplemental Indenture, unless the context requires otherwise, all references to designated Articles, Sections and other subdivisions are to the articles, sections and other subdivisions of this 202[5][6] [ ] Supplemental Indenture.

(b) Except where the context otherwise requires, terms defined in this 202[5][6] [ ] Supplemental Indenture to impart the singular number shall be considered to include the plural number and vice versa.

(c) Unless the context requires otherwise, words of the masculine gender shall be construed to include correlative words of the feminine and neuter genders and vice versa.

(d) This 202[5][6] [ ] Supplemental Indenture and all the terms and provisions hereof shall be liberally construed to effectuate the purposes set forth herein and to sustain the validity of this 202[5][6] [ ] Supplemental Indenture and the Indenture which it supplements.

Section 1.5 Interpretation. The Table of Contents, titles and headings of the Articles and Sections of this 202[5][6] [ ] Supplemental Indenture have been inserted for convenience of reference only and are not to be considered a part hereof and shall not in any way modify or restrict the terms of provisions hereof.

Section 1.6 Effect of Headings and Table of Contents. The Article and Section headings herein and the Table of Contents are for convenience only and shall not affect the construction hereof.

Section 1.7 Indenture to Remain in Force. Except as amended by this 202[5][6] [ ] Supplemental Indenture, the Indenture shall remain in full force and effect as to the matters covered therein.

Section 1.8 Successors and Assigns. All covenants and agreements in this 202[5][6] [ ] Supplemental Indenture by the Department and the Trustee shall bind their respective successors and assigns, whether so expressed or not.

Section 1.9 Separability Clause. In case any provision in this 202[5][6] [ ] Supplemental Indenture shall be invalid, illegal or unenforceable, the validity, legality and enforceability of the remaining provisions shall not in any way be affected or impaired thereby.

Section 1.10 Benefits of this 202[5][6] [ ] Supplemental Indenture. Nothing in this 202[5][6] [ ] Supplemental Indenture or in the Bonds, express or implied, shall give to any Person, other than the parties hereto, their successors hereunder and the Holders of Bonds any benefit or any legal or equitable right, remedy or claim under this 202[5][6] [ ] Supplemental Indenture.

Section 1.11 Governing Law. This 202[5][6] [ ] Supplemental Indenture shall be construed in accordance with and governed by the laws of the State.

Section 1.12 Miscellaneous. Every “request,” “order,” “demand,” “application,” “notice,” “statement,” “certificate,” “consent,” “instruction,” or similar action hereunder shall, unless the form thereof is specifically provided herein, be in writing, and in the case of the Department signed by an Authorized Representative of the Department or in the case of any other Person signed by its President or Vice President, or other officer serving in similar capacities specifically authorized to execute such writing on behalf of such other Person.

Section 1.13 Granting Clause. In order to secure the payment of the principal of, premium, if any, and interest on the Bonds as the same become due and payable, whether at maturity or by prior redemption, and the performance and observance of all of the covenants and conditions herein contained, and in consideration of the premises, the acceptance by the Trustee of the trust hereby created, the purchase and acceptance of the Bonds by the Holders thereof and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Department does hereby GRANT, BARGAIN, CONVEY, ASSIGN, MORTGAGE, and PLEDGE to the Trustee and its successors in trust hereunder all rights, title and interest of the Department now owned or hereafter acquired in and to the 202[5][6] [ ] Mortgage Certificates, all amounts that may be received with respect to the 202[5][6] [ ] Mortgage Certificates held under the Indenture, including any amendments, extensions, or

renewals of the terms thereof, including, without limitation, all present and future rights of the Department to make claim for, collect and receive any income, revenues, issues, profits, insurance proceeds and other sums of money payable to the account of or receivable by the Department under the 202[5][6] [ ] Mortgage Certificates, to bring actions and proceedings under the 202[5][6] [ ] Mortgage Certificates, or for the enforcement thereof, and to do any and all things which the Department is or may become entitled to do under the 202[5][6] [ ] Mortgage Certificates, and the Holders of the Bonds are by such pledge and assignment afforded a beneficial interest in the 202[5][6] [ ] Mortgage Certificates.

[End of Article I]

## ARTICLE II

### AUTHORIZATION AND TERMS OF SERIES 202[5][6] [ ] BONDS

Section 2.1 Authorization, Principal Amount, Designation, and Series. In accordance with and subject to the terms, conditions, and limitations established in the Indenture and this 202[5][6] [ ] Supplemental Indenture, one Series of Single Family Mortgage Revenue [Refunding] Bonds is hereby authorized to be issued in the initial aggregate principal amount of \$[PRINCIPAL]. The Department hereby determines that the issuance of the Series 202[5][6] [ ] Bonds in the initial amount authorized hereby is necessary to provide funds to be used and expended for the purposes set forth in the Indenture and this 202[5][6] [ ] Supplemental Indenture. Each Bond of this Series of Bonds shall be entitled “Single Family Mortgage Revenue Bond, 202[5][6] Series [ ] (Taxable).” The terms of the Series 202[5][6] [ ] Bonds shall be as set forth in Article III of the Indenture and this Article II.

Section 2.2 Purposes. The Series 202[5][6] [ ] Bonds are issued in accordance with subsection 1(3)(b) of Section 302 of the Indenture for the purposes of [(i) acquiring Mortgage Loans, or participations therein, through the purchase of 202[5][6] [ ] Mortgage Certificates, including the payment of legal, financing and other expenses incidental thereto and including funding loans for down payment and closing cost assistance with respect to Assisted Mortgage Loans; (ii) the making of deposits in amounts, if any, required by the Indenture or this 202[5][6] [ ] Supplemental Indenture to be paid into one or more Funds or Accounts from the proceeds of such Series of Bonds; (iii) payment of Cost of Issuance; and (iv) the payment of Department’s Expenses, including paying lender compensation related to the 202[5][6] [ ] Mortgage Loans][the refunding of the Refunded Bonds].

Section 2.3 Registered Bonds Only, Dates, Denominations, Numbers, and Letters.

(a) The Series 202[5][6] [ ] Bonds shall be issuable only in the form of fully registered bonds without coupons and may not be exchanged into coupon bonds. The Initial Bond shall be registered to the Representative.

(b) The Series 202[5][6] [ ] Bonds shall be dated as of the date of authentication thereof by the Trustee, unless such date of authentication shall be an Interest Payment Date, in which case they shall be dated as of such Interest Payment Date; provided, however, that if, as shown by the records of the Trustee, interest on the Series 202[5][6] [ ] Bonds shall be in default, the registered Series 202[5][6] [ ] Bonds issued in lieu of Series 202[5][6] [ ] Bonds surrendered for the transfer or exchange may be dated as of the date to which interest has been paid in full on the Series 202[5][6] [ ] Bonds surrendered; provided, further, that if the date of authentication shall be prior to the first Interest Payment Date, the Series 202[5][6] [ ] Bonds shall be dated as of the Issuance Date.

(c) The Series 202[5][6] [ ] Bonds shall be issued in Authorized Denominations.

(d) Unless the Department shall direct otherwise, each Series 202[5][6] [ ] Bond within a maturity of the Series 202[5][6] [ ] Bonds shall be lettered and numbered separately from 00001 upward prefixed by the letters R, the letter M or S depending on whether the maturity is March or September, and the last two digits of the year of maturity, provided that the Initial Bond shall be numbered TR-1.

Section 2.4 Interest Payment Dates, Interest Rates and Maturities of the Series 202[5][6] [ ] Bonds. The Series 202[5][6] [ ] Bonds shall bear interest from the Issuance Date until maturity or prior redemption at the respective rates per annum set forth below. Interest on the Series 202[5][6] [ ] Bonds shall be calculated on the basis of a 360-day year composed of twelve 30-day months, payable on each Interest Payment Date until maturity or prior redemption. The Series 202[5][6] [ ] Bonds shall mature and become payable on the dates and in the respective principal amounts set forth below, subject to prior redemption in accordance with Section 2.6 and Section 2.7 of this 202[5][6] [ ] Supplemental Indenture and Article IV of the Indenture.

Maturity Date

Principal Amount (\$)

Interest Rate

[INSERT VARIABLE RATE PROVISIONS, AS APPLICABLE]

Section 2.5 Conditions to Issuance of Series 202[5][6] [ ] Bonds. The Series 202[5][6] [ ] Bonds shall be executed by the Department and, except for the Initial Bond shall be delivered to the Trustee and thereupon shall be authenticated by the Trustee and delivered by it to the Department or upon its order, but only upon receipt by the Trustee of the following (in addition to the documents required under the Indenture):

- (a) *Intentionally omitted;*
- (b) The amounts specified in this 202[5][6] [ ] Supplemental Indenture to be deposited in the Accounts and Subaccounts as required herein; and
- (c) Written confirmation from each Rating Agency that issuance of the Series 202[5][6] [ ] Bonds will not cause the rating on any Outstanding Bonds (determined without regard to any bond insurance or similar credit enhancement) to be lower than Aaa by Moody's Investors Service and AA+ by S&P Global Ratings or their equivalents, as applicable.

Section 2.6 Paying Agent; Method and Place of Payment.

(a) The Trustee is hereby appointed as Paying Agent for the Series 202[5][6] [ ] Bonds and the Trustee hereby accepts such appointment. The Series 202[5][6] [ ] Bonds shall be payable with respect to interest and principal of and the Redemption Price in any coin or currency of the United States of America which at the time is legal tender for the payment of public and private debts. The interest on each Series 202[5][6] [ ] Bond shall be payable by check or draft mailed on each Interest Payment Date to the Person in whose name such Series 202[5][6] [ ] Bond is registered as of the Record Date, at the address of such Person as shown on the registry books of the Department kept and maintained by the Trustee. The principal, Redemption Price of and interest on the Series 202[5][6] [ ] Bonds shall also be payable at any other place that may be provided for such payment by the appointment of any other Paying Agent for the Series 202[5][6] [ ] Bonds as permitted by the Indenture.

(b) Notwithstanding the foregoing, for so long as the Bond Depository is the exclusive registered owner of the Series 202[5][6] [ ] Bonds and for owners of not less than \$1,000,000 in aggregate principal amount of the Series 202[5][6] [ ] Bonds, and except for the final payment of principal of the Series 202[5][6] [ ] Bonds at maturity the principal amount, Redemption Price thereof and the interest thereon shall be payable by wire transfer in immediately available federal funds to the Bond Depository or such owners to an account in the continental United States without the necessity of any immediate presentation and surrender of Series 202[5][6] [ ] Bonds pursuant to written instructions from the registered owner.

Section 2.7 Bond Depository; Book-Entry System.

(a) The Department hereby appoints The Depository Trust Company, New York, New York, as Bond Depository for the Series 202[5][6] [ ] Bonds. In accordance with the Letter of Representations, the Department shall cause the initial Series 202[5][6] [ ] Bonds to be registered in the name of Cede & Co., as nominee for the Bond Depository, and to be delivered to the Bond Depository on the Issuance Date.

(b) With respect to Series 202[5][6] [ ] Bonds registered in the registry books of the Department required to be maintained by the Trustee pursuant to Section 308 of the Indenture in the name of Cede & Co. or any successor Bond Depository, or a nominee therefor, the Department and the Trustee shall have no responsibility or obligation to any Depository Participant or to any Person on behalf of whom such Depository Participant holds an interest in Series 202[5][6] [ ] Bonds. The Department and the Trustee may treat and consider the registered owner of any Series 202[5][6] [ ] Bond as the holder and absolute owner of such Series 202[5][6] [ ] Bond for the purpose of payment of the principal and Redemption Price of and interest with respect to such Series 202[5][6] [ ] Bond, for the purpose of giving notices of redemption and other matters with respect to such Series 202[5][6] [ ] Bond, for the purpose of registering transfers and exchanges with respect to such Series 202[5][6] [ ] Bond, and for all other purposes whatsoever. The Trustee shall pay all the principal amount and Redemption Price of and interest on the Series 202[5][6] [ ] Bonds only to or upon the order of the respective registered owners of the Series 202[5][6] [ ]



Bonds and all such payments shall be valid and effective with respect to such payments to the extent of the sum or sums so paid. The Department and the Trustee shall have no responsibility or obligation with respect to (i) the accuracy of the records of The Depository Trust Company, any successor Bond Depository or any Depository Participant with respect to any ownership interest in Series 202[5][6] [ ] Bonds, (ii) the delivery to any Depository Participant or any other Person, other than a registered owner of a Series 202[5][6] [ ] Bond as shown in the registry books required to be kept and maintained pursuant to Section 308 of the Indenture, of any notice with respect to the Series 202[5][6] [ ] Bonds, including any notice of redemption, or (iii) the payment to any Depository Participant or any other Person, other than a registered owner of a Series 202[5][6] [ ] Bond, of any amount with respect to any Series 202[5][6] [ ] Bond. The rights of Depository Participants and Persons on behalf of whom any Depository Participant holds a beneficial interest in Series 202[5][6] [ ] Bonds shall be limited to those established by law and agreements between such Depository Participants and other Persons and the applicable Bond Depository.

(c) In the event that either (i) the Bond Depository that is, directly or through a nominee, the registered owner of all of the Outstanding Series 202[5][6] [ ] Bonds notifies the Trustee and the Department that it is no longer willing or able to discharge its responsibilities as a Bond Depository or (ii) the Department determines that continuance of the existing book-entry system for ownership of interests in the Series 202[5][6] [ ] Bonds is not in the best interest of such owners of beneficial interests in the Series 202[5][6] [ ] Bonds, then the Department shall direct the Bond Depository to terminate the existing book-entry system for ownership of interests in the Series 202[5][6] [ ] Bonds. Upon such termination, the Department shall promptly select a substitute Bond Depository (and shall notify the Trustee in writing of such selection) to provide a system of book-entry ownership of beneficial interests in the Series 202[5][6] [ ] Bonds, if one is available satisfactory to the Department, and the ownership of all Series 202[5][6] [ ] Bonds shall be transferred on the registry books required to be kept and maintained pursuant to Section 308 of the Indenture to such successor Bond Depository, or its nominee. In the alternative, the Department may direct the Trustee, in writing, to, and if the Department fails to promptly designate a successor Bond Depository the Trustee, without further direction, shall, notify the Depository Participants, through the Bond Depository for the Series 202[5][6] [ ] Bonds, of the availability of Bonds registered in the names of such Persons as are owners of beneficial interests in the Series 202[5][6] [ ] Bonds and, upon surrender to the Trustee of the Outstanding Series 202[5][6] [ ] Bonds held by the Bond Depository, accompanied by registration instructions from the Bond Depository, the Trustee shall, at the expense of the transferees, cause to be printed and authenticated Series 202[5][6] [ ] Bonds, in Authorized Denominations, to the owners of beneficial interests in the Series 202[5][6] [ ] Bonds as of the date of the termination of the existing book-entry ownership system for the Series 202[5][6] [ ] Bonds. Neither the Department nor the Trustee shall be liable for any delay in delivery of such instructions and may conclusively rely on, and shall be protected in relying upon, such instructions. So long as the Department has designated a Bond Depository to provide a system of book-entry ownership of the Series 202[5][6] [ ] Bonds, all of the Series 202[5][6] [ ] Bonds must be held under such book-entry system. Prior to any transfer of the Series 202[5][6] [ ] Bonds outside the Book-Entry Only system (including, but not limited to, the initial transfer outside the Book-Entry Only system) the transferor shall provide or cause to be provided to the Trustee all information necessary to allow the Trustee to comply with any applicable tax reporting obligations, including without limitation any cost basis reporting obligations under Internal Revenue Code Section 6045, as amended. The Trustee shall conclusively rely on the information provided to it and shall have no responsibility to verify or ensure the accuracy of such information.

(d) Notwithstanding any other provisions in Article II of this 202[5][6] [ ] Supplemental Indenture, the Department and the Trustee may, but shall not be required to, enter into separate agreements with one or more Bond Depositories which may provide for alternative or additional provisions with respect to the delivery of notices, payment of interest and/or principal, or any other matters.

Section 2.8      Special Redemption.

[REDEMPTION PROVISIONS TO COME]

Section 2.9      Optional Redemption.

[REDEMPTION PROVISIONS TO COME]

Section 2.10      Notice of Redemption; Selection of Series 202[5][6] [ ] Bonds to Be Redeemed.

(a) The Trustee shall give notice, in the name of the Department, of the redemption of the Series 202[5][6] [ ] Bonds to the holders thereof, which notice shall specify the Series 202[5][6] [ ] Bonds to be redeemed, the redemption date, and the place or places where amounts due upon such redemption will be payable, and if less than all of the Series 202[5][6] [ ] Bonds are to be redeemed, the letters and CUSIP numbers or other distinguishing marks, principal amounts, maturity dates and interest rates of such Series 202[5][6] [ ] Bonds to be redeemed. Such notice shall further state that on such date there shall become due and payable on each Series 202[5][6] [ ] Bonds to be redeemed the Redemption Price thereof, or the Redemption Price of the specified portions of the principal amount thereof in the case of Series 202[5][6] [ ] Bonds to be redeemed in part only, together with interest accrued to, but not including, the redemption date, and that from and after such date interest thereon shall cease to accrue and be payable. If applicable, such notice shall provide that redemption of the Series 202[5][6] [ ] Bonds is conditioned upon moneys being available for such purpose on the redemption date.

(b) The Trustee shall mail a copy of such notice by first class mail, postage prepaid, not less than 30 days prior to the redemption date, nor more than 60 days to the holders of any Series 202[5][6] [ ] Bonds or portions thereof which are to be redeemed, at the address shown on the registration books maintained by the Trustee.

(c) If the Series 202[5][6] [ ] Bonds are registered in the name of the nominee of the Bond Depository, the Trustee shall deliver, by overnight delivery service, facsimile or such other means as may be requested by the Bond Depository in accordance with its procedures, notice of a redemption in the manner and in substantially the form described above which will allow the Series 202[5][6] [ ] Bonds to be timely redeemed on the redemption date.

(d) Any notice given as provided in this Section shall be conclusively presumed to have been duly given, whether or not the registered owner of such Series 202[5][6] [ ] Bonds receives the notice.

(e) A second notice of redemption shall be given promptly after the 60th day after the redemption date in the manner required above to the registered owners of redeemed Series 202[5][6] [ ] Bonds that have not been presented for payment by the 60th day after the redemption date.

(f) Any notice mailed as provided in this Section shall be conclusively presumed to have been duly given upon mailing or being sent by facsimile to the latest known facsimile address, as applicable, whether or not the registered owner or other intended recipient thereof receives such notice.

(g) Except as specified in Section 2.6(b) and Section 2.6(c) hereof, the Series 202[5][6] [ ] Bonds to be redeemed in part shall be selected at random by the Trustee in such manner as the Trustee in its discretion may deem fair and appropriate. A portion of any Series 202[5][6] [ ] Bond may be redeemed, but only in an Authorized Denomination. While the Series 202[5][6] [ ] Bonds are held by the Bond Depository, Series 202[5][6] [ ] Bonds shall be selected for redemption as described in Section 2.11 hereof.

Section 2.11      Form of Series 202[5][6] [ ] Bonds.

(a) Each Series 202[5][6] [ ] Bond shall be in substantially the form and tenor of Exhibit A attached hereto, which Exhibit A is incorporated herein as if fully set forth in this 202[5][6] [ ] Supplemental Indenture, with such omissions, insertions, and variations as permitted or required by the Indenture. The registration certificate of the Comptroller of Public Accounts of the State of Texas and the certificate of authentication of the Trustee shall be in the form set forth in Exhibit A. The Department is hereby authorized, in its discretion, to provide for the assignment of CUSIP numbers for the Series 202[5][6] [ ] Bonds and to have such CUSIP numbers printed thereon, and the Department may direct the Trustee to use such CUSIP numbers in notices of redemption, provided that any such notice may state that no representation is made by the Trustee or the Department as to the correctness of such CUSIP number either as printed on the Series 202[5][6] [ ] Bonds or as contained in any notice of redemption. There may be printed on or attached to each Series 202[5][6] [ ] Bond registered in the name of the Bond Depository a schedule for the purpose of notation by the Bond Depository of the portion of the principal amount thereof which shall have been paid and the portion of the principal amount thereof which remains Outstanding and unpaid.

(b) Notwithstanding the foregoing, the Initial Bond shall be in the form set forth in Exhibit A, except that the form of the single fully-registered Initial Bond shall be modified as follows:

(i) Immediately under the name of the bond issue and the legends, the existing headings shall be omitted and replaced with the following headings:

“No. TR-1

Dated Date: [CLOSING DATE]

[\$[PRINCIPAL]

Registered Owner: [REPRESENTATIVE]

Principal Amount: [ ] MILLION DOLLARS”

(ii) The first paragraph shall be replaced with the following:

The TEXAS DEPARTMENT OF HOUSING AND COMMUNITY AFFAIRS (herein called the “Department”), a public and official agency of the State of Texas, organized and existing under and by virtue of the laws of the State of Texas, acknowledges itself indebted to and FOR VALUE RECEIVED, hereby promises to pay to the registered owner named above or registered assigns, but solely from the sources and in the manner hereinafter provided on the maturity date specified below, unless redeemed prior thereto as hereinafter provided, the principal amount set forth above in any coin or currency of the United States of America which at the time of payment is legal tender for the payment of public and private debts, and to pay interest on such principal sum to the registered owner hereof in like coin or currency from the Issuance Date of this Bond or from the most recent date to which interest on this Bond (or any Bond in exchange for, or in lieu of, which this Bond was issued), has been paid at the interest rates per annum set forth below, calculated on the basis of a 360-day year composed of twelve 30-day months, payable on [INITIAL INTEREST DATE], and each September 1 and March 1 thereafter (each, an “Interest Payment Date”) to the date of maturity or earlier redemption, until the Department’s obligation with respect to the payment of such principal amount shall be discharged, in accordance with the following schedule:

[Insert maturity schedule from Section 2.4 of the Supplemental Indenture.]

The principal amount or Redemption Price of this Bond shall be payable upon presentation and surrender of this Bond, at the applicable office of The Bank of New York Mellon Trust Company, N.A. (such bank and any successor in such capacity being referred to as the “Trustee”). Notwithstanding the foregoing, in no event shall the cumulative amount of interest paid or payable on any Bond (including interest calculated as provided in the Indentures (as defined below), together with all other amounts that constitute interest on the Bonds under the laws of the State of Texas that are contracted for, charged, reserved, taken or received pursuant to the Indentures) through any Interest Payment Date or through the date of payment of such Bond (whether at maturity, by acceleration or upon earlier redemption) exceed the “net interest cost” that will produce a “net effective interest rate” of greater than 15% per annum or, to the extent allowed by law, such greater “net effective interest rate” as may be allowed from time to time. The terms “net interest cost” and “net effective interest rate,” as used herein, shall have the respective meanings ascribed to them in Chapter 1204, Texas Government Code, as amended.

#### Section 2.12 Creation of Additional Funds, Accounts and Subaccounts and Application Thereof.

(a) Pursuant to the provisions of subsection 4 of Section 713 of the Indenture, there is established by this Section 2.12, for the Series 202[5][6] [ ] Bonds, an Account in each Fund and a Subaccount in each Account established by Section 502 of the Indenture. Each such Account and Subaccount shall be known and designated as the 202[5][6] [ ] Account or Subaccount followed by the appropriate reference to the Fund or the Account within the Fund to which such Account or Subaccount relates. In addition, there are hereby established for the Series 202[5][6] [ ] Bonds the following additional Funds, Accounts and Subaccounts:

(i) (A) within the Mortgage Loan Fund, (1) a temporary Account to be known and designated as the 202[5][6] [ ] Proceeds Account, and (2) a temporary Account to be known and designated as the 202[5][6] [ ] Costs of Issuance Account, and (B) within the 202[5][6] [ ] Mortgage Loan Account, the 202[5][6] [ ] Administrative Subaccount;

(ii) within the 202[5][6] [ ] Revenue Account, a 202[5][6] [ ] Capitalized Interest Subaccount; and

(iii) within the Expense Fund held by the Department, an additional Account designated as the 202[5][6] [ ] Rebate Account.

The Department may also, pursuant to a Letter of Instructions, establish additional Accounts and Subaccounts for such purposes as the Department may determine from time to time.

(b) Unless an Event of Default shall have occurred and be continuing, Revenues from the 202[5][6] [ ] Mortgage Certificates or from the investment or reinvestment of moneys on deposit in each Account or Subaccount for the Series 202[5][6] [ ] Bonds shall be kept separate and apart from the Revenues attributable to other Mortgage Loans or other Mortgage Certificates or attributable to the investment and reinvestment of the moneys on deposit under the Indenture with respect to any other Series. The Accounts and Subaccounts described in this Section shall be for the equal benefit of the Holders of all of the Bonds. The segregation of the Accounts and Subaccounts as required by this Section 2.12 is for the purpose of making the calculations required by Sections 143(g) and 148 of the Code, and is not for the purpose of giving a priority or preference to the Bonds of one Series over that of another Series. Except as provided in this Section, the Revenues and proceeds of a Series shall continue to be used as provided in Article V of the Indenture.

(c) The Costs of Issuance incurred by the Department in connection with the issuance of the Series 202[5][6] [ ] Bonds shall be payable from amounts deposited in the 202[5][6] [ ] Costs of Issuance Account.

(d) Deposits to and Transfers from the 202[5][6] [ ] Revenue Account.

(i) In accordance with Section 504 of the Indenture, all payments received with respect to the 202[5][6] [ ] Mortgage Certificates shall be deposited in the 202[5][6] [ ] Revenue Account.

(ii) Pursuant to subsection 2 of Section 505 of the Indenture, the Trustee shall transfer from the Revenue Fund amounts on deposit therein in the following order of priority:

(1) First, on each Interest Payment Date or any other date for the redemption of the Series 202[5][6] [ ] Bonds, to the 202[5][6] [ ] Interest Subaccount, to the extent required so that the balance in said account equals the amount of interest which will be due and payable on the Series 202[5][6] [ ] Bonds on such Interest Payment Date or redemption date;

(2) Second, monthly, upon receipt of Mortgage Loan Principal Payments, to the 202[5][6] [ ] Principal Subaccount, one-sixth of the amount required to pay maturing principal and the unsatisfied balance of any Sinking Fund Installment on any Series 202[5][6] [ ] Bonds on the next Interest Payment Date; [and]

(3) Third, monthly, upon receipt of Mortgage Loan Principal Payments, to the 202[5][6] [ ] Redemption Subaccount, any remaining Mortgage Loan Principal Payments to be applied monthly to the redemption of Series 202[5][6] [ ] Bonds pursuant to Section 2.6(b) hereof.

(iii) On or after each Interest Payment Date and pursuant to a Letter of Instructions, the Trustee shall transfer to the 202[5][6] [ ] Redemption Subaccount from the 202[5][6] [ ] Revenue Account the amount in such Account after taking into account (1) the provision for payment of Debt Service on the Series 202[5][6] [ ] Bonds on such Interest Payment Date, (2) the required transfers of the amounts to the 202[5][6] [ ] Redemption Subaccount and the 202[5][6] [ ] Principal Subaccount pursuant to Section 2.12(d)(ii) of this 202[5][6] [ ] Supplemental Indenture, and (3) the payment of Department Expenses in accordance with subsection 1 of Section 505 of the Indenture, and such excess revenues shall be used to redeem Series 202[5][6] [ ] Bonds in accordance with Section 2.6(c) hereof.

Section 2.13 Initial Deposits and Transfers into Accounts and Subaccounts. The proceeds of the Series 202[5][6] [ ] Bonds initially shall be deposited by the Trustee in the 202[5][6] [ ] Proceeds Account. There shall be deposited, out of the proceeds of the Series 202[5][6] [ ] Bonds, the amounts specified in the Letter of Instructions to the Trustee authorizing the authentication and delivery of the Series 202[5][6] [ ] Bonds, into the Funds, Accounts and Subaccounts specified therein. After completion of such transfers, the 202[5][6] [ ] Proceeds Fund shall be closed. After payment of all costs, any funds remaining in the 202[5][6] [ ] Costs of Issuance Account shall be transferred to the Surplus Revenues Account pursuant to a Letter of Instructions.

Section 2.14 Transfer of and Representations and Covenants Relating to [ ] Transferred Mortgage Certificates. All [ ] Transferred Mortgage Certificates are hereby allocated to the [ ] Mortgage Loan Account. The Department represents and covenants that each of the [ ] Transferred Mortgage Certificates is a Mortgage Loan that, at the date of acquisition, met the requirements set forth in Section 705 of the Indenture.

Section 2.15 Reserved.

Section 2.16 202[5][6] [ ] Mortgage Loan Account. The 202[5][6] [ ] Mortgage Loan Account established pursuant to Section 2.12(a) hereof shall be credited with all amounts deposited therein from whatever source. The amounts in such Account shall be used to purchase, on each Certificate Purchase Date within the Certificate Purchase Period, 202[5][6] [ ] Mortgage Certificates. On [ ], unless the Certificate Purchase Period is extended in accordance with Section 2.17 hereof, unexpended proceeds of the Series 202[5][6] [ ] Bonds shall be transferred from the 202[5][6] [ ] Mortgage Loan Account to the 202[5][6] [ ] Redemption Subaccount in accordance with Section 2.6(a) hereof.

Section 2.17 202[5][6] [ ] Mortgage Certificate Acquisition.

(a) As instructed by the Department, the Trustee shall use amounts on deposit in the 202[5][6] [ ] Mortgage Loan Account to acquire the 202[5][6] [ ] Mortgage Certificates as more particularly described in a Letter of Instructions.

(b) The purchase of the 202[5][6] [ ] Mortgage Loans shall be accomplished through the purchase of Ginnie Mae Certificates in accordance with the Program Agreement, and no 202[5][6] [ ] Mortgage Loan shall be eligible for purchase unless it has been included in a Mortgage Pool and the beneficial ownership thereof is represented by a 202[5][6] [ ] Mortgage Certificate. Following the purchase of any 202[5][6] [ ] Mortgage Certificate, all payments received by the Trustee with respect thereto shall be deemed to be payments of principal and interest with respect to the 202[5][6] [ ] Mortgage Loans included in the Mortgage Pool pertaining to such 202[5][6] [ ] Mortgage Certificate.

(c) On each applicable Certificate Purchase Date, the Trustee shall purchase Ginnie Mae Certificates at the Ginnie Mae Certificates Purchase Price, from amounts available in the 202[5][6] [ ] Mortgage Loan Account in accordance with this subsection (c) unless otherwise instructed by the Department in a Letter of Instructions.

(d) Each 202[5][6] [ ] Mortgage Certificate purchased shall bear interest at the applicable Pass-Through Rate. Ginnie Mae Certificates shall be accepted by the Trustee only if:

(i) The Ginnie Mae Certificates acquired by the Trustee on behalf of the Department shall be held at all times by the Trustee in trust for the benefit of the Bondholders and shall be registered in the name of the Trustee or its nominee or credited to the account of the Trustee at a clearing corporation as defined under and pursuant to the Uniform Commercial Code applicable to such corporation, which corporation shall be registered as a "Clearing Agency" pursuant to Section 17A of the Securities Exchange Act of 1934, as amended. For a Ginnie Mae Certificate that is in the form of a book-entry maintained on the records of the Participants Trust Corporation, or any successor depository institution ("PTC") ("Book Entry Security"), the Trustee shall receive confirmation from PTC that PTC has made an appropriate entry in its records of the transfer of such Book Entry Security to a limited purpose account of the PTC Participant (defined below), and identifying such Book Entry Security as belonging to the Trustee, so that the Trustee at all times has a first priority perfected security interest in such Ginnie Mae Certificates. The "PTC Participant" (if not the

Trustee) shall be a “financial intermediary” (as defined in Section 8-313 of the Uniform Commercial Code as in effect in the state in which the Book Entry Security is deposited) which is a participant in PTC and which has a custody agreement with the Trustee with respect to the Ginnie Mae Certificate to be transferred as Book Entry Securities through PTC. In the custody agreement, the PTC Participant must agree (w) to act as agent of the Trustee for purposes of causing, upon instructions of the Trustee, the transfer of Book Entry Securities to the PTC account of the PTC Participant, (x) to issue to the Trustee confirmation of the transfer of each Book Entry Security to the PTC Participant, (y) to identify each such Book Entry Security in its records as belonging to the Trustee, and (z) to accept instructions only from the Trustee with respect to the transfer of such Book Entry Securities. The Ginnie Mae Certificate shall be identified on the records of the PTC Participant as being held by such PTC Participant solely and exclusively for the benefit of the Trustee. The PTC Participant shall send a confirmation to the Trustee of such transfer of the Ginnie Mae Certificate to the PTC Participant. The PTC Participant shall cause each Book Entry Security to be transferred to and held in a Limited Purpose Account (or such other account as may be created or identified in the PTC Rules (the “Rules”) in which PTC does not have any lien on any Book Entry Security held therein). The Trustee shall have evidence that (xx) the receiving PTC Participant has delivered to PTC an irrevocable instruction to the effect that all fees arising in connection with the specified Limited Purpose Account are to be charged to another account maintained by PTC for the receiving PTC Participant, and (yy) PTC has delivered a certificate to the receiving PTC Participant to the effect that, based on the instruction regarding payment of PTC fees, PTC will not charge the specified Limited Purpose Account for so long as the instruction remains in effect. If the Trustee does not receive a payment or advice of payment on a Ginnie Mae Certificate when due (if the Ginnie Mae Certificates are held by the Trustee, on the fifteenth day of each month with regard to Ginnie Mae I Certificates and twentieth day of each month with regard to Ginnie Mae II Certificates and if the Ginnie Mae Certificates are held by PTC, on the seventeenth day of each month with regard to Ginnie Mae I Certificates and twenty-second day of each month with regard to Ginnie Mae II Certificates), the Trustee shall promptly telephonically notify, and demand payment from Ginnie Mae, in the case of Ginnie Mae I Certificates, or Chemical Bank as paying agent for Ginnie Mae in the case of Ginnie Mae II Certificates. To the extent the Ginnie Mae Certificates are subject to book-entry transfer, the Trustee shall so notify PTC. Notwithstanding the foregoing, the Trustee shall comply with such procedures as are prescribed by Ginnie Mae from time to time; and

(ii) Sufficient amounts are available in the appropriate Accounts to pay the applicable Ginnie Mae Certificate Purchase Price.

Section 2.18 Transfer of Unexpended Proceeds. On the last day of the Certificate Purchase Period (or such earlier date as directed in writing by the Department), unless the Certificate Purchase Period is extended in accordance with this Section 2.18, the Trustee shall transfer the amounts in the 202[5][6] [ ] Mortgage Loan Account remaining unexpended for acquisition of 202[5][6] [ ] Mortgage Certificates in such amounts as provided in a Letter of Instructions from the 202[5][6] [ ] Mortgage Loan Account to the 202[5][6] [ ] Special Redemption Account to be applied to the redemption of Series 202[5][6] [ ] Bonds pursuant to Section 2.6(a) hereof. The Certificate Purchase Period for amounts in the 202[5][6] [ ] Mortgage Loan Account may be extended to a date certain as set out in a Letter of Instructions to the Trustee, upon delivery to the Trustee no later than 30 days prior to the last day of the then existing Certificate Purchase Period of the following:

- (a) *Intentionally omitted*; and
- (b) confirmation from each Rating Agency that such extension will not adversely affect the rating on the Series 202[5][6] [ ] Bonds assigned by such Rating Agency.

The Department shall provide written notice to the Servicer at least thirty (30) days prior to the last day of the then existing Certificate Purchase Period of any such proposed extension of the Certificate Purchase Period.

[End of Article II]

ARTICLE III

RESERVED

[End of Article III]

ARTICLE IV  
MISCELLANEOUS

Section 4.1 Sale of Series 202[5][6] [ ] Bonds. The Series 202[5][6] [ ] Bonds authorized to be issued herein in the aggregate principal amount of \$[PRINCIPAL] shall be sold to the Underwriters at an aggregate purchase price \$[ ] (representing the par amount of the Series 202[5][6] [ ] Bonds, plus a premium in the amount of \$[ ]), on the terms and conditions set forth in the Purchase Agreement, and upon the basis of the representations therein set forth.

Section 4.2 Certain Duties of the Department. The Department covenants that, in addition to such other duties as may be required under the Indenture and this 202[5][6] [ ] Supplemental Indenture the Department will not voluntarily take any action or fail to take any action that will impair the ability of the Department to satisfy the Asset Test set forth in the Indenture during any period in which the Series 202[5][6] [ ] Bonds remain Outstanding. [Prior to an Event of Default and so long as the Series 202[5][6] [ ] Bonds remain Outstanding, the Department will not use Mortgage Loan Principal Payments on the [ ] Transferred Mortgage Certificates for the purpose of paying Department Expenses.]

Section 4.3 No Recourse on Series 202[5][6] [ ] Bonds. No recourse shall be had for payment of the principal or Redemption Price of or interest on the Series 202[5][6] [ ] Bonds or for any claim based thereon or on this 202[5][6] [ ] Supplemental Indenture against any Board member, officer or employee of the Department or the Trustee or any person executing or authenticating the Series 202[5][6] [ ] Bonds, and neither the Board members, officers or employees of the Department or the Trustee nor any person executing or authenticating the Series 202[5][6] [ ] Bonds shall be liable personally on the Series 202[5][6] [ ] Bonds by reason of the issuance thereof.

Section 4.4 [Redemption of Refunded Bonds. The Department has instructed the Trustee to redeem the Refunded Bonds.]

Section 4.5 Continuing Disclosure Relating to Other Obligated Persons. The Board hereby determines that an Other Obligated Person would be an “obligated person” (as defined in Rule 15c2-12 (the “Rule”)), for whom financial information and operating data would be presented in any final official statement relating to the Series 202[5][6] [ ] Bonds had such Person been known at the time of the offering thereof. Based upon the objective criteria specified in the definition of Other Obligated Person, the Board concludes that no Borrower eligible to participate in the Program would be an Other Obligated Person.

Section 4.6 Agreement Regarding Assumption of Certain Home Loans. The Board agrees not to permit the assumption of any Mortgage Loan that would cause any Person to become an Other Obligated Person.

Section 4.7 Execution in Several Counterparts. This 202[5][6] [ ] Supplemental Indenture may be simultaneously executed in several counterparts, all of which shall constitute one and the same instrument and each of which shall be, and shall be deemed to be, an original.

Section 4.8 [Sale of [ ] Transferred Mortgage Certificates. Notwithstanding any other provision of the Indenture, the Department may sell the [ ] Transferred Mortgage Certificates in whole or in part only upon delivery by the Department of written confirmation from each Rating Agency that such sale will not adversely affect the then current ratings on the Bonds (determined without regard to any bond insurance or similar credit enhancement).]

Section 4.9 Protection of Trust Estate.

(a) At the request of the Trustee, the Department will from time to time execute and deliver all such supplements and amendments hereto and all such financing statements, continuation statements, instruments of further assurance and other instruments, and will take such other action as may be necessary or advisable to:

(i) grant more effectively all or any portion of the Trust Estate;



(ii) maintain or preserve the lien of the Indenture and this 202[5][6] [ ] Supplemental Indenture or carry out more effectively the purposes hereof;

(iii) perfect, publish notice of or protect the validity of any grant made or to be made by the Indenture or this 202[5][6] [ ] Supplemental Indenture;

(iv) enforce any of the documents executed in connection with this 202[5][6] [ ] Supplemental Indenture;

(v) preserve and defend title to the Trust Estate and the rights of Trustee and of owners of the Series 202[5][6] [ ] Bonds in the other property held as part of the Trust Estate against the claims of all Persons and parties; or

(vi) pay all taxes or assessments levied or assessed upon the Trust Estate when due.

(b) The Department hereby designates the Trustee as its agent and attorney-in-fact to execute any financing statement, continuation statement or other instrument required pursuant to this Section 4.7; provided, however, that such designation shall not be deemed to create a duty on the Trustee to monitor the compliance of the Department with the foregoing covenants and provided further, that the duty of the Trustee to execute any instrument required pursuant to this Section 4.7 shall arise only if the Trustee has actual knowledge by notice in writing of any failure of the Department to comply with the provisions of this Section 4.7. Such power-of-attorney is coupled with an interest and is irrevocable, and the Department hereby ratifies and confirms all that the Trustee may do by virtue thereof. The Department shall be responsible for all reasonable costs incurred by the Trustee in the preparation and filing of all such continuation statements hereunder. Notwithstanding anything to the contrary contained herein or in the Indenture, the Trustee shall not be responsible for any initial filings of any financing statements or the information contained therein (including the exhibits thereto), the perfection of any such security interest, the accuracy or sufficiency of any description of collateral in such initial filings or the filing of any modifications or amendments to the initial filings required by any amendments to Chapter 9 of the Texas Business and Commerce Code. Unless the Trustee shall have been notified in writing by the Department that any such initial filing or description of collateral was or has become defective, the Trustee shall be fully protected in relying on such initial filing and the information contained therein when filing any continuation statements or modifications thereto pursuant to this Section 4.7(b) or Section 1205 of the Indenture and when filing any continuation statements in the same filing offices as the initial filings were made.

Section 4.10 Notices to Department, Trustee and Paying Agent. All notices, demands and requests to be given to or made hereunder to the Department, the Trustee or the Paying Agent shall be given or made in writing and shall be deemed to be properly given or made if sent by United States certified or registered mail, return receipt requested, postage prepaid, addressed as follows:

(a) As to the Department:

Texas Department of Housing and Community Affairs  
221 East 11th Street  
Austin, Texas 78701-2410  
Attention: Executive Director

(b) As to the Trustee and Paying Agent:

The Bank of New York Mellon Trust Company, N.A.  
4655 Salisbury Road, Suite 300  
Jacksonville, Florida 32256  
Attention: Richard Dillard

Section 4.11 [Investment Securities]. The [NAME OF INVESTMENT AGREEMENT] by and among [INVESTMENT PROVIDER], the Department, the Texas Treasury Safekeeping Trust Company and the Trustee, dated as of the Issuance Date is hereby included as a permitted "Investment Security" with respect to the Bonds.]

Section 4.12 Verifications of Statutory Representations and Covenants. The verifications, representation and covenants of the Trustee in Section 4.12 of the 202[5][6] [ ] Supplemental Indenture expressly incorporated by reference into this 202[5][6] [ ] Supplemental Indenture.

Section 4.13 Instructions via Electronic Means. The Trustee shall have the right to accept and act upon instructions, including funds transfer instructions ("Instructions"), given pursuant to the Indenture and delivered using Electronic Means; provided, however, that the Department shall provide to the Trustee an incumbency certificate listing Authorized Representatives of the Department with the authority to provide such Instructions and containing specimen signatures of such Authorized Representative of the Department, which incumbency certificate shall be amended by the Department whenever a person is to be added or deleted from the listing. "Electronic Means" as used herein shall mean the following communications methods: e-mail, secure electronic transmission containing applicable authorization codes, passwords and/or authentication keys issued by the Trustee, or another method or system specified by the Trustee as available for use in connection with its services hereunder. If the Department elects to give the Trustee Instructions using Electronic Means and the Trustee in its discretion elects to act upon such Instructions, the Trustee's understanding of such Instructions shall be deemed controlling. The Department understands and agrees that the Trustee cannot determine the identity of the actual sender of such Instructions and that the Trustee shall conclusively presume that directions that purport to have been sent by or on behalf of an Authorized Representative listed on the incumbency certificate provided to the Trustee have been sent by or on behalf of such Authorized Representative. The Department shall be responsible for ensuring that only Authorized Representatives of the Department transmit or authorize the transmission of such Instructions to the Trustee and that the Department and all Authorized Representatives of the Department are solely responsible to safeguard the use and confidentiality of applicable user and authorization codes, passwords and/or authentication keys upon receipt by the Department. The Trustee shall not be liable for any losses, costs or expenses arising directly or indirectly from the Trustee's reliance upon and compliance with such Instructions notwithstanding such directions conflict or are inconsistent with a subsequent written instruction. The Department agrees: (i) to assume all risks arising out of the use of Electronic Means to submit Instructions to the Trustee, including without limitation the risk of the Trustee acting on unauthorized Instructions, and the risk of interception or misuse by third parties; (ii) that it is fully informed of the protections and risks associated with the various methods of transmitting Instructions to the Trustee and that there may be more secure methods of transmitting Instructions than the method(s) selected by Department; (iii) that the security procedures (if any) to be followed in connection with its transmission of Instructions provide to it a commercially reasonable degree of protection in light of its particular needs and circumstances; and (iv) to notify the Trustee immediately upon learning of any compromise or unauthorized use of the security procedures.

Section 4.14 Letter of Instructions; Written Instructions. The Trustee may conclusively rely on any Letter of Instructions or written instructions delivered to the Trustee and shall not be responsible for any loss or liability resulting from the investment of funds or otherwise, but only so long as the Trustee follows such Letter of Instructions or written instructions in all material respects.

Section 4.15 Responsibilities of the Trustee. Notwithstanding anything to the contrary in the Indenture: (a) subject to the provisions of subsection 2 of Section 902 of the Indenture, the Trustee shall not be liable in connection with the performance of its duties hereunder except for its own negligence or willful misconduct; and (b) the Trustee may act through agents or attorneys and shall not be responsible for the misconduct or negligence of such agents or attorneys appointed with due care. Subject to the provisions of Section 902 of the Indenture, the Department further agrees, to the extent permitted by law, to indemnify and save the Trustee harmless against any liabilities which it may incur in the exercise and performance of its powers and duties hereunder and which are not due to the Trustee's negligence or willful misconduct. If the Trustee renders any service hereunder not provided for in the Indenture or this 202[5][6] [ ] Supplemental Indenture or related financing documents or institutes interpleader proceedings

relative hereto, the Trustee shall be compensated reasonably by the Department for such extraordinary services and reimbursed for any and all claims, liabilities, losses, damages, fines, penalties, and expenses, including out of pocket and incidental expenses and legal fees and expenses occasioned thereby. The Trustee shall have no responsibility with respect to any information, statement or recital in any official statement, offering memorandum or any other disclosure material prepared or distributed with respect to the Bonds, except for any information provided by the Trustee, and shall have no responsibility for compliance with any state or federal securities laws in connection with the Bonds. The permissive right of the Trustee to do things enumerated in the Indenture shall not be construed as a duty.

[End of Article IV]

IN WITNESS WHEREOF, the Department and the Trustee have caused this 202[5][6] [ ] Supplemental Indenture to be signed on their behalf by their duly authorized representatives, all as of the date first hereinabove written.

TEXAS DEPARTMENT OF HOUSING AND  
COMMUNITY AFFAIRS

By: \_\_\_\_\_  
Director of Bond Finance

*Department Signature Page to [NUMBER] Supplemental Indenture*

TDHCA (SFMRB 202[3][5] Series [ ])

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

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

*Trustee Signature Page to [NUMBER] Supplemental Indenture*

EXHIBIT A

FORM OF BOND

UNITED STATES OF AMERICA

STATE OF TEXAS

TEXAS DEPARTMENT OF HOUSING AND COMMUNITY AFFAIRS

SINGLE FAMILY MORTGAGE REVENUE BOND

202[5][6] SERIES [ ] (Taxable)

**THE ORIGINAL PRINCIPAL AMOUNT OF THIS BOND IS SUBJECT TO REDUCTION  
UPON PAYMENT OF AMOUNTS CAUSING A PARTIAL REDEMPTION OF THIS  
BOND AS PROVIDED HEREIN; THE OUTSTANDING PRINCIPAL AMOUNT OF THIS  
BOND WILL BE AS SHOWN ON THE REGISTRY BOOKS KEPT BY THE  
WITHIN-NAMED TRUSTEE**

**[THE STATED PRINCIPAL AMOUNT OF THIS BOND WHILE REGISTERED IN THE  
NAME OF THE DEPOSITORY TRUST COMPANY, NEW YORK, NEW YORK, OR ITS  
NOMINEE MAY BE REDUCED BY THE AMOUNT OF REDEMPTIONS OF ANY  
BONDS OR PORTIONS THEREOF]<sup>1</sup>**

No. \_\_\_\_\_ \$ \_\_\_\_\_

Interest Rate  
\_\_\_\_\_%

Dated Date: \_\_\_\_\_

CUSIP: \_\_\_\_\_

Maturity Date: \_\_\_\_\_

Registered Owner: \_\_\_\_\_

Principal Amount: \_\_\_\_\_ DOLLARS

The TEXAS DEPARTMENT OF HOUSING AND COMMUNITY AFFAIRS (herein called the “Department”), a public and official agency of the State of Texas, organized and existing under and by virtue of the laws of the State of Texas, acknowledges itself indebted to, and FOR VALUE RECEIVED, hereby promises to pay to the registered owner named above or registered assigns, but solely from the sources and in the manner hereinafter provided, on the maturity date specified above, unless redeemed prior thereto as hereinafter provided, the principal amount set forth above in any coin or currency of the United States of America which at the time of payment is legal tender for the payment of public and private debts, and to pay interest on such principal amount in like coin or currency from the Dated Date (as defined below) of this Bond or from the most recent date to which interest on this Bond (or any Bond in exchange for, or in lieu of, which this Bond was issued), has been paid at the interest rate per annum set forth above, calculated on the basis of a 360-day year composed of twelve 30-day months, payable [INITIAL INTEREST DATE], and [on each September 1 and March 1 thereafter][on the first day of each month, commencing [INITIAL INTEREST DATE]], and on any other date on which this Bond is subject to redemption (each, an “Interest Payment Date”) to the date of maturity or earlier redemption, until the Department’s obligation with respect to the payment of such principal amount shall be discharged. The principal amount or Redemption Price of this Bond shall be payable upon presentation and surrender of this Bond at the applicable office of The Bank of New York Mellon Trust Company, N.A. (such bank and any successor in such capacity being referred to as the “Trustee”). Notwithstanding the foregoing, in no event shall the cumulative amount of interest paid or payable on any Bond

<sup>1</sup> To be included only in bonds registered in the name of DTC or its nominees.

(including interest calculated as provided in the Indentures (as defined below), together with all other amounts that constitute interest on the Bonds under the laws of the State of Texas that are contracted for, charged, reserved, taken or received pursuant to the Indentures) through any Interest Payment Date or through the date of payment of such Bond (whether at maturity, by acceleration or upon earlier redemption) exceed the “net interest cost” that will produce a “net effective interest rate” of greater than 15% per annum or, to the extent allowed by law, such greater “net effective interest rate” as may be allowed from time to time. The terms “net interest cost” and “net effective interest rate,” as used herein, shall have the respective meanings ascribed to them in Chapter 1204, Texas Government Code, as amended. This Bond shall be dated as of the date six months preceding the Interest Payment Date next following the date of authentication hereof by the Trustee, unless such date of authentication shall be an Interest Payment Date, in which case this Bond shall be dated as of such Interest Payment Date, or unless such date of authentication shall be prior to [INITIAL INTEREST DATE], in which case this Bond shall be dated as of the Issuance Date; provided that if interest on this Bond shall be in default, Bonds issued in lieu of this Bond upon surrender for transfer or exchange may be dated as of the date to which interest has been paid in full on the Bonds surrendered (herein, the “Dated Date”).

This Bond is a limited obligation of the Department and is one of the Bonds of the Department designated “Single Family Mortgage Revenue [Refunding] Bonds” (herein called the “Bonds”), issued and to be issued in various series under and pursuant to and in accordance with the provisions of Chapter 2306, Texas Government Code, as such may be amended from time to time (together with the laws of the State of Texas applicable to the Department, collectively, the “Act”), [Chapter 1207, Texas Government Code, as amended,] and Chapter 1371, Texas Government Code, as amended, and under and pursuant to an indenture of the Department entitled “Amended and Restated Single Family Mortgage Revenue Bond Trust Indenture” dated as of June 1, 2017, which amends and restates the Single Family Mortgage Revenue Bond Trust Indenture dated as of October 1, 1980, as amended and supplemented (herein called the “Indenture”), and a supplemental indenture of the Department entitled “[NUMBER] Supplemental Single Family Mortgage Revenue Bond Trust Indenture” dated as of [DOC DATE], authorizing the series of Bonds of which this Bond is a part (herein called the “Supplemental Indenture” and together with the Indenture called the “Indentures”). All defined terms used herein, but not otherwise defined, shall have the same definitions ascribed to them in the Indentures. As provided in the Indenture, Bonds may be issued from time to time pursuant to supplemental indentures in one or more series, in various principal amounts, may mature at different times, may bear interest at different rates and subject to the provisions thereof, may otherwise vary. All Bonds issued and to be issued under the Indenture are and will be equally secured by the pledges, assignments in trust and covenants made therein, except as otherwise expressly provided or permitted in the Indenture.

THE PRINCIPAL OF AND INTEREST AND PREMIUM, IF ANY, ON THIS BOND ARE LIMITED OBLIGATIONS OF THE DEPARTMENT AND ARE PAYABLE ONLY FROM REVENUES OR FUNDS OF THE DEPARTMENT PLEDGED UNDER THE INDENTURES. THE BONDS ARE NOT AND DO NOT CREATE OR CONSTITUTE IN ANY WAY AN OBLIGATION, A DEBT OR A LIABILITY OF THE STATE OF TEXAS, OR CREATE OR CONSTITUTE A PLEDGE, GIVING OR LENDING OF THE FAITH OR CREDIT OR TAXING POWER OF THE STATE OF TEXAS. THE DEPARTMENT HAS NO TAXING POWER.

This Bond is one of a series of Bonds designated “Single Family Mortgage Revenue [Refunding] Bonds, 202[5][6] Series [ ] (Taxable)” (herein sometimes called the “Series 202[5][6] [ ] Bonds”) issued in the aggregate initial principal amount of \$[PRINCIPAL] under the Indentures for the purpose of [(i) acquiring Mortgage Loans, or participations therein, through the purchase of 202[5][6] [ ] Mortgage Certificates, including the payment of legal, financing and other expenses incidental thereto and including funding loans for down payment and closing cost assistance with respect to Assisted Mortgage Loans; (ii) the making of deposits in amounts, if any, required by the Indenture or this 202[5][6] [ ] Supplemental Indenture to be paid into one or more Funds or Accounts from the proceeds of such Series of Bonds; (iii) payment of Cost of Issuance; and (iv) the payment of Department’s Expenses, including paying lender compensation related to the 202[5][6] [ ] Mortgage Loans][the refunding of the Refunded Bonds]. Copies of the Indentures are on file at the office of the Department and at the applicable office of the Trustee and reference to the Indentures and any and all supplements thereto and modifications and amendments thereof and to the Act is made for a description of the pledges, assignments in trust, and covenants securing the Bonds; the nature, extent, and manner of enforcement of such pledges, assignments in trust, and covenants; the rights and remedies of the registered owners of the Bonds with respect thereto; the terms and conditions upon which the Bonds are issued and may be issued thereunder; and other matters, to all of which the owner of this Bond assents by the acceptance of this Bond. To the extent of any conflict between the terms and provisions of the Indentures and the terms and provisions of this Bond, the Indentures shall govern and control.

The owner of this Bond shall have no right to enforce the provisions of the Indentures, or to institute any action with respect to any Event of Default (as defined in the Indenture), or to institute, appear in, or defend any suit or other proceeding with respect thereto, except as provided in the Indentures.

This Bond is transferable, as provided in the Indentures, only upon the books of the Department kept for that purpose at the above-mentioned office of the Trustee, by the registered owner hereof in person, or by his duly authorized attorney, upon surrender of this Bond together with a written instrument of transfer satisfactory to the Trustee duly executed by the registered owner or his duly authorized attorney, and thereupon, a new Bond or Bonds in the same aggregate principal amount and maturity shall be issued to the transferee in exchange herefor as provided in the Indentures, and upon payment of the charges therein prescribed. The Department and the Trustee may deem and treat the person in whose name this Bond is registered as the absolute owner hereof for the purpose of receiving payment of, or on account of, the principal, Redemption Price or purchase price hereof and interest due hereon and for all other purposes.

**[EXCEPT AS OTHERWISE PROVIDED IN THE INDENTURES, THIS BOND MAY BE TRANSFERRED, IN WHOLE BUT NOT IN PART, ONLY TO ANOTHER NOMINEE OF DTC OR TO A SUCCESSOR BOND DEPOSITORY OR TO A NOMINEE OF A SUCCESSOR BOND DEPOSITORY.]<sup>2</sup>**

The Series 202[5][6] [ ] Bonds are issuable only in the form of fully registered Bonds without coupons in the denomination of \$[5,000] principal amount or any integral multiple thereof.

To the extent and in the manner permitted by the terms of the Indentures, the provisions of the Indentures, or any indenture amendatory thereof or supplemental thereto, may be modified or amended by the Department, with the written consent of the holders of at least 2/3 in principal amount of the Bonds of each series so affected then outstanding under the Indentures and, in case such modification or amendment would change the terms of any sinking fund installment, with such consent of the holders of at least 2/3 in principal amount of the Bonds of the particular Series and maturity entitled to such sinking fund installment then outstanding; provided, however, that if such modification or amendment will, by its terms, not take effect so long as any Bonds of any specified like Series and maturity remain outstanding under the Indentures, the consent of the holders of such Bonds shall not be required and such Bonds shall not be deemed to be outstanding for the purpose of the calculation of outstanding Bonds. No such modification or amendment shall permit a change in the terms of redemption or maturity of the principal of any outstanding Bond or of any installment of interest thereon or a reduction in the principal amount or Redemption Price thereof or in the rate of interest thereon without the consent of the holder of such Bond, or shall reduce the percentages or otherwise affect the classes of Bonds, the consent of the holders of which is required to effect any such modification or amendment, or shall change or modify any of the rights or obligations of the Trustee or of any paying agent without its written assent thereto.

The Series 202[5][6] [ ] Bonds are subject to redemption prior to stated maturity as set forth in the Supplemental Indenture.

In lieu of redeeming Series 202[5][6] [ ] Bonds, the Department has reserved the right in subsection 5 of Section 506 of the Indenture to purchase such Bonds at a price (excluding accrued interest but including any brokerage or other charges) no greater than the applicable Redemption Price of such Bonds.

The Series 202[5][6] [ ] Bonds are payable upon redemption at the applicable office of the Trustee. Written notice of redemption shall be provided to the registered owner of the Bond to be redeemed as shown on the registry books of the Trustee, in the manner, at the times and upon the terms and conditions set forth in the Indentures. If notice of redemption shall have been given as aforesaid, the Series 202[5][6] [ ] Bonds or portions thereof specified in said notice shall become due and payable on the redemption date therein fixed, and if, on the redemption date, money for the redemption of all the Bonds or portions thereof to be redeemed, together with interest to, but not including, the redemption date, shall be available for such payment on said date, then from and after the redemption date interest on such Bonds or portions thereof so called for redemption shall cease to accrue and be payable.

The Department reserves the right to regulate or restrict the yield or return on the investment of the moneys

---

<sup>2</sup> To be deleted from the Initial Bond.



in any fund, account, or subaccount created under the Indentures or any supplemental indenture, if in the opinion of counsel, such regulation or restriction is necessary in order for the interest on the Bonds (other than any series of taxable Bonds issued under the Indenture) of any series issued or to be issued under the Indenture to be exempt from federal income taxation.

The Act provides that neither the officers nor directors of the Department nor any person executing the Bonds shall be liable personally on the Bonds by reason of the issuance thereof.

It is hereby certified and recited that all conditions, acts, and things required by law and the Indentures to exist, to have happened, and to have been performed precedent to and in the issuance of this Bond, exist, have happened, and have been performed and that the issuance of this Bond and the series of Bonds of which it is a part are duly authorized by the laws of the State of Texas.

This Bond shall not be entitled to any benefit under the Indentures or be valid or become obligatory for any purpose until this Bond shall have been authenticated by the execution by the Trustee of the Trustee's Certificate or the execution by the Comptroller of Public Accounts of the State of Texas of the Comptroller's Registration Certificate hereon.

IN WITNESS WHEREOF, the TEXAS DEPARTMENT OF HOUSING AND COMMUNITY AFFAIRS has caused this Bond to be signed in its name and on its behalf by the manual or facsimile signature of its duly authorized representative, and its corporate seal (or a facsimile thereof) to be hereunto affixed, imprinted, engraved, or otherwise reproduced and attested by the manual or facsimile signature of its Secretary.

TEXAS DEPARTMENT OF HOUSING AND  
COMMUNITY AFFAIRS

By: \_\_\_\_\_  
[Vice] Chair

Attest:

\_\_\_\_\_  
Secretary

(SEAL)

[FORM OF COMPTROLLER'S REGISTRATION CERTIFICATE  
ON THE INITIAL BOND]

REGISTRATION CERTIFICATE OF COMPTROLLER OF PUBLIC ACCOUNTS

OFFICE OF THE COMPTROLLER  
OF PUBLIC ACCOUNTS  
THE STATE OF TEXAS

§  
§  
§

REGISTER NO. \_\_\_\_\_

I HEREBY CERTIFY that this Bond has been examined, certified as to validity and approved by the Attorney General of the State of Texas, and duly registered by the Texas Comptroller of Public Accounts.

Witness my signature and seal of office this \_\_\_\_\_.

\_\_\_\_\_  
Comptroller of Public Accounts of  
the State of Texas

(SEAL)

[FORM OF TRUSTEE'S CERTIFICATE OF AUTHENTICATION  
ON EACH BOND OTHER THAN THE INITIAL BOND]

TRUSTEE'S CERTIFICATE OF AUTHENTICATION

This Bond is one of the Bonds delivered pursuant to the within-mentioned Indenture.

Date of Authentication:

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

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

[FORM OF ASSIGNMENT]

ASSIGNMENT

For value received, the undersigned sells, assigns, and transfers unto \_\_\_\_\_ the within Bond and does hereby irrevocably constitute and appoint \_\_\_\_\_ attorney to transfer the said Bond on the books kept for registration of the within Bond, with full power of substitution in the premises.

Dated:

\_\_\_\_\_

NOTICE: The signature(s) on this assignment must correspond in every particular with the name(s) of the registered owner(s) appearing on the face of the within Bond.

Signature guaranteed by:

NOTICE: Signature must be guaranteed by an “eligible guarantor institution” meeting the requirements of the Trustee, which requirements will include membership or participation in STAMP or such other signature guaranty program as may be determined by the Trustee in addition to, or in substitution for, STAMP, all in accordance with the Securities Exchange Act of 1934, as amended.

**EXHIBIT B**

[[ ] TRANSFERRED MORTGAGE CERTIFICATES]